EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), is made effective as of May 09, 2012, by and between Rothschild & Morgan Associates, LLP ("Rothschild & Morgan Associates")of 440 Montgomery St., San Francisco, California 94103 and Dorian Mayhew Rothschild ("Dorian Rothschild"),of 60 Arthur St., San Rafael, California 94901.

1. EMPLOYMENT. Rothschild & Morgan Associates shall employ Dorian Rothschild as a Marketing Analyst. Dorian Rothschild accepts and agrees to such employment, subject to the general supervision, advice, and direction of Rothschild & Morgan Associates and Rothschild & Morgan Associates's supervisory personnel. Dorian Rothschild agrees to perform faithfully, industriously, and to the best of Dorian Rothschild's ability, experience, and talents, the services described on the attached Exhibit. Dorian Rothschild shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Dorian Rothschild from time to time by Rothschild & Morgan Associates.

2. COMPENSATION. As compensation for the services provided by Dorian Rothschild under this Agreement, Rothschild & Morgan Associates will pay Dorian Rothschild an annual salary of $66,000.00 payable in accordance with Rothschild & Morgan Associates's usual payroll procedures.

3. EXPENSE REIMBURSEMENT. Rothschild & Morgan Associates will reimburse Dorian Rothschild for "out-of-pocket" expenses incurred by Dorian Rothschild, in accordance with Rothschild & Morgan Associates's policies in effect from time to time.

4. CONFIDENTIALITY. Dorian Rothschild recognizes that Rothschild & Morgan Associates has and will have information regarding matters such as trade secrets, customer lists, product design, and other vital information (collectively, "Information"), which are valuable, special, and unique assets of Rothschild & Morgan Associates. Dorian Rothschild agrees that Dorian Rothschild will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Rothschild & Morgan Associates. Dorian Rothschild will protect the Information and treat it as strictly confidential. A violation by Dorian Rothschild of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

5. TERM/TERMINATION. Dorian Rothschild's employment under this Agreement shall be for an unspecified term on an "at will" basis. Either Dorian Rothschild or Rothschild & Morgan Associates may terminate this Agreement at any time, with or without notice.

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6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Amendments to this Agreement must be made in writing and signed by both parties to be binding on either party.

EMPLOYER:

Rothschild & Morgan Associates, LLP

By: _____ Date: _____ Ryan R. Jagger
Personnel Director

EMPLOYEE:

_____ Date: _____
Dorian Mayhew Rothschild

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