Resolution to Approve Employment Agreement

RESOLVED, that the Board authorizes and approves the employment agreement with Sheila Farrington (copy of agreement attached), in the name of and in behalf of this Corporation, upon such terms and conditions as agreed upon.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records of Bright III Community Housing Development, a corporation duly formed pursuant to the laws of the state of Texas and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on October 6, 2004, and that said resolution is now in full force and effect without modification or rescission.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

Secretary

Employment Agreement

1 The Parties

The parties to this employment agreement are:
1. **Bright III Community Housing Development Organization**, the "Company"; and
2. **Shella Farrington**, the "Employee".

2 The Position and the Duties

2.1 Position

The Employee is being employed as **Senior Project Manager**.

2.2 Duties as set out in the job description which may be modified from time to time by the Company

The Employee agrees that during the Term of this Agreement she shall devote her time to the business affairs of the Company and shall perform her duties faithfully and efficiently subject to the direction of the Executive Director of the Company; provided that the foregoing shall not limit or prevent the Employee from serving on the board of directors of charitable organizations or other business corporations not in competition with the Company. The Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Company.

2.3 Reporting

The Employee shall report to the **Executive Director** or to any other representative of the Company designated from time to time by the Company.

2.4 Performance reviews

The Company shall conduct a performance review of the Employee on at least an annual basis. This review shall be taken into account in any salary reviews.

3 Term of the Agreement

This Employment Agreement is an individual employment agreement entered into under the Employment Relations Act 2000. The employment shall commence on or about **November 1, 2004** (contingent upon receipt of revenues from Employee's contacts) and shall continue for two years in accordance with the terms of this agreement. The clauses in this agreement may be varied or updated by agreement between the parties at any time.

4 Obligations of the Relationship

4.1 Obligations of the Company

The Company shall:
(i) Act as a good Company in all dealings with the Employee;
(ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;
(iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.

4.2 Obligations of the Employee

The Employee shall:
(i) Comply with all reasonable and lawful instructions provided to them by the Company;
(ii) Perform their duties with all reasonable skill and diligence;
(iii) Conduct their duties in the best interests of the Company and the employment relationship;
(iv) Deal with the Company in good faith in all aspects of the employment relationship;
(v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Company from time to time.
(vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

5 Hours of Work

Flexible Time

The parties agree that the Employee is required to perform **thirty** of hours of work per **week**, between the core hours of **6 am to 8 pm** on **Monday through Saturday**. Provided these hours of work are performed, the Employee may adopt flexibility in their start and finish times each day. The parties agree, however, that the Company may, after consultation with the Employee, modify this arrangement if this is in the best interests of the Company's operations.

6 Wages/Salary/Expenses

6.1 Annual Salary

The Employee's salary shall be **$30,000.00** per annum, which shall be paid **twice a month** on **15th and the last day of the month** by check. This salary (and related employee benefits) is subject to receipt of revenues generated by and/or through Employee's contacts (direct or indirect) and shall not exceed one-third of the net revenues generated from such contacts.

"Net revenues" is defined as gross revenues less costs (direct and indirect) less a ten percent expense burden, further reduced by revenue set aside for the development of future housing opportunities.

6.2 Reimbursement of Expenses

The Employee shall be entitled to reimbursement by the Company of all expenses reasonably and properly incurred by the Employee in the performance of their duties, provided the Employee produces appropriate receipts to the Company when requesting reimbursement.

6.3 Reimbursement of Travel and Accommodation Expenses

The Employee may be required to travel from time to time as part of their duties. The Company shall reimburse the Employee for their reasonable work related travel and accommodation costs upon production of appropriate receipts.

7 Health and Safety

General Health and Safety Obligations

Both the Company and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992. This includes the Company taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Company regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

8 Other Employment Obligations

8.1 Confidential Information

The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Company's business. Employee will not divulge or appropriate to her own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries or affiliates, obtained by her in any way while she was employed by or any way associated with the Company or by of any of its subsidiaries or affiliates.

8.2 Copyright and other Intellectual Property

All work produced for the Company by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the Company.

8.3 Conflicts of Interest

The Employee agrees that there are no contracts, restrictions or other matters which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Company, then the Employee shall immediately inform the Company. Where the Company forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.4 Use of Internet and Email

The Employee will have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Company, this must not interfere with the Employee's employment duties or obligations, and must not be illegal or contrary to the interests of the Company. The Employee shall also comply with all email and Internet policies issued by the Company from time to time.

8.5 Privacy Obligations

The Company and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

8.6 Non-Solicitation of Clients

The Employee agrees that for a period of **two years** following the termination of their employment for whatever reason, they shall not, either personally, or as an employee, consultant or agent for any other entity or Company, seek to solicit or carry out any work of the same nature for any client or customer of the Company with which the Employee had any contact or dealings whilst employed by the Company.

8.7 Non-Solicitation of Employees

The Employee agrees that for a period of **two years** following the termination of their employment for whatever reason, they shall not, either personally, or as an employee, consultant or agent for any other entity or Company, solicit or engage or employ any employee of the Company with whom the Employee had any dealings whilst employed with the Company.

8.8 Severability

In the event any portion of this clause is viewed as unenforceable by any Authority or Court with jurisdiction to consider such clauses, the clause shall apply as modified by the Authority or the Court, or in the event it is not modified by the Authority or Court, the remainder of this clause and agreement shall continue to be enforceable by the parties.

9 Termination of Employment

9.1 General Termination

The Company may terminate this agreement for cause, by providing **thirty days** notice in writing to the Employee. Likewise the Employee is required to give **two weeks** notice of resignation. The Company may, at its discretion, pay remuneration in lieu of some or all of this notice period.

9.2 Termination for Serious Misconduct

Notwithstanding any other provision in this agreement, the Company may terminate this agreement summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

(i) theft;
(ii) dishonesty;
(iii) harassment of a work colleague or customer;
(iv) serious or repeated failure to follow a reasonable instruction;
(v) deliberate destruction of any property belonging to the Company;
(vi) actions which seriously damage the Company's reputation.

9.3 Abandonment of Employment

In the event the Employee has been absent from work for three consecutive working days without any notification to the Company, and the Company has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

9.4 Obligations of Employee on Termination

Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Company, the Employee shall immediately return to the Company all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Company and all copies of that material, which are in the Employee's possession or under their control.

10 Resolving Employment Relationship Problems

If any employment issues arise, those should be raised with the Company as soon as possible so that they can be resolved. If the matter is not resolved either party can seek assistance from the Department of Labor's mediation service. If the issues are not resolved at mediation, they may be referred to the Employment Relations Authority.

If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or after further time if allowed by the Company or where the Employment Relations Authority grants an extension of time.

11 Acknowledgement of the Agreement

11.1 Variation of Agreement

The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

11.2 Severability

The various provisions of this agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

11.3 Employee Acknowledgment

The Employee acknowledges that:
(i) they have been advised of their right to take independent advice on the terms of this agreement,
(ii) that they have been provided with a reasonable opportunity to take that advice;
(iii) that they have read these terms of employment and understand these terms and their implications; and
(iv) that they agree to be bound by these terms of employment and the Company's policies and procedures as implemented by the Company from time to time.

Declaration

I, **James M. Fulbright**, Chief Executive Officer of **Bright III Community Housing Development Organization**, offer this employment agreement to **Sheila Farrington**.

Signed by: James M. Fulbright **Date:** 10/6/2004

I, **Sheila Farrington**, declare that I have read and understand the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement, and have been allowed reasonable time to do so.

Signed by: Sheila Farrington **Date:** 10/06/04

Employment Agreement

This document is an official employment agreement between Bright 3 and Sheila Farrington. Below are listed the terms of this agreement:

1. Sheila Farrington will assume the position of Executive Director of Bright 3
2. The duration of this agreement is a two (2) year agreement subject to change according to all parties mutually agreeing.
3. Bright 3 will pay an annual salary to Sheila Farrington of $30,000.00 a year Subject to revenue being generated and all involved parties mutually agreeing To necessary adjustments according to revenue being generated. This salaried Position is solely contingent upon the organizations ability to generate the revenue to cover this particular salaried position.
4. This is a fulltime position with flexible hours.
5. The role of the Executive Director is to concentrate all efforts and resources towards the advancement of fulfilling the overall mission of the organization.

James Fulbright / Chief Executive Officer — Date

Sheila Farrington / Executive Director — Date

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