



President and Lead Pastor Employee Contract

THIS AGREEMENT is made between Hope City House of Prayer, with a principal place of business at 3330 El Paso Drive in Columbus, OH and Brian Michael Williams.

WHEREAS, Pastor Williams is a minister of the gospel in compliance with the requirements of Hope City House of Prayer and in compliance with federal, state and local laws;

WHEREAS, Hope City House of Prayer is in need of a pastor to lead the Church spiritually, scripturally, morally and to oversee the administration, business matters and day-to-day activities of the Church;

WHEREAS, the congregation, membership, management and leadership of the Church has duly considered the application of Pastor Williams to serve as the pastor of the Church;

WHEREAS, Pastor Williams immediately and substantially can contribute to the success of the Church in its spiritual, financial, physical and secular needs;

WHEREAS, Pastor Williams has demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church;

WHEREAS, Hope City House of Prayer and Pastor Williams desire to enter into a contract for the employment of Pastor Williams as the pastor of the Church on the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement, it is agreed as follows:

1. Employment and Duties. Hope City House of Prayer hereby employs and hires Pastor Williams as its Pastor, and Pastor Williams hereby accepts and agrees to such employment.

The Pastor's duties and responsibilities under this agreement are as follows:

(a) Pastor will perform all duties which are assigned to him by the Church from time to time, specifically including without limitation the following sacerdotal functions and administrative duties: 1) baptisms; 2) weddings; 3) funerals; 4) communions; 5) teaching; 6) baby dedications; 7) spiritual counseling; 8) administration of Church affairs; and 9) regular conducting of Church worship services. Pastor will perform all services as Pastor to the best of his abilities and in good faith.

(b) Pastor agrees that during the term of this agreement he will devote such of his time and energies as may be required in order for him to carry out, fulfill and perform the duties and responsibilities of his employment.

(c) The Church finds its headship under the Lord Jesus Christ and in its Pastor. Accordingly, Pastor Williams will be the chief executive officer of the Church, and will have general supervision of the paid staff and board of directors. No person may be invited to speak, teach or minister at a meeting held by the Church without the Pastor's approval. Pastor Williams has the authority to recommend any assistants reasonably necessary to carry on the work of the Church's ministry properly.

(d) The Pastor will be an ex-officio member of the Church Board of Trustees, and an ex-officio member of all standing Church committees throughout the term of this Agreement. As an ex-officio member, the Pastor may attend all meetings of the Board of Trustees and standing committees.

(e) The Pastor is the leader of pastoral ministries of the Church. He shall work with the ordained ministers and Church staff in achieving its mission and proclaiming the Gospel to believers and unbelievers. He shall be a member of the Church and may serve as moderator at business meetings of the members.

2. Term and Renewal. The initial term of this Agreement will begin on August, 2011 and will continue in perpetuity, so long as the Pastor Brian M. Williams remains in good health and as has adhered to the standards of pastoral ministry outlined herein and subject to the provisions of this

agreement relating to early termination. At the end of the initial term, the term of this agreement will be automatically extended for one additional year unless the Church, acting by congregational vote, notifies the Pastor in writing, at least 90 days prior to the expiration of the initial term, that the term of this Agreement will not be extended.

3. Compensation. Pastor will be compensated for his services rendered pursuant to this agreement as follows:

(a) Salary. Church will pay Pastor an annual salary during the term of this agreement at an annual rate commensurate with salaries paid to Pastors serving in churches with similar demographics to Hope City House of Prayer. The finance committee will ultimately decide on the annual salary after careful review of the Church's annual budget while following biblical and conservative policies with regard to all payroll decisions. Pastor Brian Williams will be considered an employee of the Church and his salary will be reported as wages on Form W-2 each year.

(b) Housing Allowance. Church will additionally provide Pastor with either a parsonage in kind or a housing allowance in compliance with §107 of the Internal Revenue Code. In the event a §107 housing allowance is provided to Pastor, such allowance will be sufficient to accommodate Pastor's actual housing expenses as allowed under applicable tax regulations. In no circumstances will this housing allowance exceed the actual expenses associated with the purchase or rental, maintenance, furnishing, utilities, upkeep and other allowable expenses associated with such housing.

4. Benefits. Pastor will also receive the following benefits during this agreement:

(a) Life Insurance. Church will obtain, at its expense, term life insurance on the life of Brian Michael Williams during the term of this agreement. Pastor Williams has the right to designate the beneficiaries under such insurance policy.

(b) Health Insurance. Church will obtain, at its expense, reasonable major medical and hospitalization insurance for Pastor and his dependents.

(c) Vacation. Pastor will receive 14 days of paid vacation during each fiscal year during the term of this Agreement. Additional annual vacation time may be arranged for Pastor by agreement with the Church. The Pastor's vacation time need not be consecutive and may be accumulated from year to year. Pastor may also take as vacation time all days when the Church offices are closed for holidays or otherwise.

5. Expenses. Church will reimburse Pastor for any reasonable actual out-of-pocket expenses advanced in the performance of the services described herein, consistent with the Church's Expense Reimbursement Policy. All such expenses must be substantiated by receipts, invoices or other proofs of payment of charges incurred.

6. Representations and Warranties. Pastor warrants and represents the following:

(a) Pastor is a minister of the gospel in compliance with the requirements of Hope City House of Prayer and in compliance with federal, state and local laws;

(b) Pastor will abide by the employment policies and procedures existing or established by the Church.

(d) Pastor will attend all regularly scheduled Church meetings and other official job functions unless illness or emergency makes attendance impossible.

7. Exclusivity. Pastor agrees not to be employed, nor to engage in activities substantially similar to those covered by this agreement, for any other entity, employer or organization without Church's prior written consent. Pastor hereby represents to Church that he is not currently under any contract of employment with any other employer, and that he is not party to any contract which prevents him from signing or performing under this agreement.

8. Non-solicitation. Pastor agrees that he will not, during the term of this agreement or thereafter, directly or indirectly through any person, firm, association or corporation with which he is now or may become associated, cause, induce, encourage or solicit any present or future employee of the Church or any of its affiliates to terminate his or her employment with the Church or any of its affiliates, or to accept employment with any other person or organization other than the Church or its affiliates, without the prior approval of the Church.

9. Confidential Information. Pastor may not at any time disclose or authorize anyone to disclose any confidential matter relating to the personnel, financial or other affairs of Hope City House of Prayer, its employees, agents, officers, members, regular attendees or any affiliated organizations and all such information must be kept confidential and may not in any manner be revealed to any person.

10. Confidential Agreement. The parties agree that to the fullest extent permitted by law, each of them will keep the terms and conditions of this agreement confidential and will not disclose any of the information herein to any person except, to the extent necessary, to those persons who will

have a need to know specific information for the purposes of managing the party's financial or legal matters, or complying with federal, state or local laws, rules or regulations, such as attorneys, accountants and tax advisors or preparers. Nothing contained herein will prevent the parties from disclosing the fact that this agreement exists. Further, this agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this agreement.

11. Copyright Ownership. All works created or produced by Pastor Brian M. Williams within the scope of employment and all copyrights derived will remain the exclusive property of Brian M. Williams.

12. Equitable Relief. The parties agree that each of the terms of paragraphs 7 through 11 above is a material term of this agreement which is intended to be for the Church's benefit and enforceable directly by the Church. Pastor agrees that in the event of his breach of any of the provisions of paragraphs 7 through 11 above, any remedy at law (including money damages) is insufficient to protect the Church's interests and the Church will be entitled to specific performance hereof or injunctive relief against Pastor, or both, in addition to money damages or other relief to which the Church may be entitled, and Pastor further waives any requirement for the securing or posting of any bond in connection with obtaining such equitable relief.

13. Early Termination. Notwithstanding the provisions of paragraph 2 above:

(a) Automatic Termination. This agreement will automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party. In addition, this agreement will automatically terminate upon the death of the Pastor.

(i) If this agreement is terminated by the Pastor without cause, the Church will have no further obligation to Pastor except to pay his compensation and benefits through the date of termination, and Pastor will be obligated for the remainder of the term of this agreement (excluding extensions which have not yet begun) to make himself available to the Church when so requested by it for consultation without compensation at reasonable times requested by the Church. Pastor's obligation to consult with the Church shall be deemed for all purposes as a satisfaction of all claims the Church may have against the Pastor.

(c) Termination for Cause. This agreement may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this agreement by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the Church may have under this Agreement or by law, it is agreed that the Church may terminate this agreement for cause upon the occurrence of any of the following events:

(i) The Pastor commits any "serious offense," defined as an act of adultery or embezzlement, is convicted of a felony, or commits any other act which is a violation of applicable law (except for misdemeanors or traffic offenses)

(d) Procedural Requirements. If this agreement is proposed to be terminated by the Church for cause as a result of the Pastor committing any "serious offense," the matter must be brought before the Church's Board of Directors. If the Board of Directors recommends a termination of this agreement for cause based on any "serious offense," the recommendation must be presented to the congregation of the Church and put to a vote during a special meeting called for that purpose. In such event, this agreement may be terminated only upon the approval of the congregation.

The associate pastor or such other person as may be designated by the Board of Directors will chair the congregational meeting, and the order of business at such meeting will be as follows: 1) roll call; 2) presentation of evidence by the chair of the Board of Directors or its designee; 3) presentation of case by the Pastor or his designee; 4) rebuttal evidence presented by the advisory board; 5) testimony from members of the congregation; and 6) the matter shall be put to a vote.

(e) Compensation and Benefits. Except as otherwise provided above, the Pastor's compensation and benefits are payable through the date of termination. Any compensation or benefits payable to Pastor Brian Williams for the period prior to termination shall be prorated on a daily basis.

14. Choice of Successor. Under no circumstances will the Pastor have the right to select or appoint a successor Pastor of the Church upon the termination of this agreement if initiated by the church. If termination of this contract is initiated by Pastor Brian Williams, any successor pastor will be chosen by Pastor Brian Williams with the assistance of a Pastor Search Committee.

15. Notices. Any notice given under this agreement must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage

prepaid and addressed to the attention of the undersigned at the address shown in the heading of this agreement.

16. Assignment. This agreement shall inure to the benefit of the successors and assigns of Church. However, the rights and obligations of Pastor Brian Williams under this agreement are personal to Pastor and are not assignable by Pastor Brian Williams to any other person.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.

17. Entire agreement. This agreement contains the entire agreement between Pastor Brian Williams and Hope City House of Prayer, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof. No supplements, modifications or amendments of this agreement shall be binding unless executed in writing by the parties. This agreement may be executed in counterparts, each of which shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

18. Advice of Counsel. Each party hereto, by its due execution of this agreement, represents that it has reviewed each term of this agreement with legal counsel, and/or each party has had the opportunity to receive independent legal advice with respect to the advisability of executing this agreement. Hereafter no party shall deny the validity of this agreement on the ground that the party did not have advice of legal counsel. The parties agree that each shall bear their own costs and attorney's fees for all matters relating to the preparation and consummation of this agreement.

19. Controversies. Any claim or controversy that arises out of or relates to this agreement or the alleged breach of it, and which cannot be settled by the parties will be settled by submission to the advisory board for mediation or, as a last resort, through legally binding arbitration in accordance with the rules and procedures of that organization then obtaining. Arbitration shall be conducted by three arbitrators. Pastor Williams has the right to select one arbitrator, and Hope City House of Prayer has the right to select one arbitrator. The two arbitrators thus selected shall jointly select the third arbitrator.

The parties agree that these methods shall be the sole remedy for any controversy or claim whatsoever concerning this agreement, whether the same is between Pastor Brian Williams and Hope City House of Prayer or one or more of its Elders, deacons, trustees, members officers or employees. The parties expressly waive their right to file a lawsuit against one another in any

civil court for such disputes, except to enforce a legally binding arbitration decision. In any proceeding to resolve a controversy arising out of this agreement each party shall, regardless of the outcome, bear his/her/its own attorney fees and costs, the fees and costs of his/her/its party arbitrator, and one half of the fees and costs of the neutral arbitrator and of the advisory board.

20. General Provisions. The waiver of either party of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. This agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship hereof. If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective. This agreement shall be construed and governed in all respects in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties named below, after careful examination have mutually agreed to and executed this contract effective as of the dates listed below.

Effective Date August 1, 2011

President and lead Lead Pastor: Brian Williams
