

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) dated this _____ day of _____,

BETWEEN:

| |
|----------------|
| CLIENT |
| Unknown |
| Unknown |
| (the “Client”) |

| |
|--------------------------------------|
| CONSULTANT |
| Aero Estates Development Group, Inc. |
| 3901 Calloway Drive, Mansfield, |
| Texas 76063 |
| Phone: (703) 915-4229 |
| (the “Consultant”) |

BACKGROUND

- A.** The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B.** The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

- 1.** The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the “Services”):
 - Services include analyzing and scoping the development of Aero Estates Executive Airpark & Mountain Club Subdivision.;
 - Locate opportune properties to develop Aero Estates Executive Airpark & Mountain Club (7,000+ acres) with an initial focus in the Southeast, Midwest, West and Southwest regions of the United States.;
 - Team with design-build firm(s) and professional golf designer(s) to design and engineer the subdivision master plan, development plan and validate the Rough Order of Magnitude (ROM) estimates for development.;

- Obtain preliminary agreement(s) from the Federal Aviation Administration (FAA) that states the runways on the stated property would not conflict with any current airspace restrictions.;
- Conduct Market and Feasibility Analysis Reports to determine the potential market size and validate the potential success of the Aero Estates Executive Airpark & Mountain Club Business Plan's Marketing and Sales Plan.;
- Explore property rezoning, variances, exceptions, etc., as required to move towards a future land purchase to develop Aero Estates Executive Airpark & Mountain Club.;
- Receive initial consensus for development of Aero Estates Executive Airpark & Mountain Club with the local planning board and move towards a preliminary subdivision planning approval.;
- Enter into Right of First Refusal Land Contract.;
- Select a final master plan, focus on regulatory requirements and entitlements (project impacts, environmental assessments, reports, studies, zone changes, etc.), conduct a site selection.;
- Finalize the Aero Estates Executive Airpark & Mountain Club Subdivision's Covenants, Conditions & Restrictions (CC&R) and Property Owner's Association (POA) establishment documents with a legal firm.;
- Provide a monthly status report in writing to the Client regarding project status, objectives met, work completed, notable achievements, issues or obstacles impeding progress, status of deliverables/milestones, list of upcoming activities/events, and plans for next month.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services within one (1) year, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this agreement take effect.

CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States Dollar (USD).

COMPENSATION

7. The Consultant will invoice the Client \$10,000,000.00 (USD) for the Services (the “Compensation”).
- \$348,000.00 – Market and Feasibility Analysis Reports and Site Planning Surveys.
 - \$1,871,000.00 - Team with Design-Build Firm for Subdivision Master Plan, Development Plan.
 - \$1,000,000.00 - Team with Golf Course Design Professionals to Design Two Golf Courses.
 - \$240,000.00 - Conceptual and Initial Engineering Design for the Runway, Aviation Business Park.
 - \$120,000.00 - Conceptual and Initial Engineering Design for Fixed-Based Operator (FBO).
 - \$100,000.00 - Conceptual and Initial Engineering Design for FBO, Apron, Aircraft Parking Area.
 - \$120,000.00 - Conceptual and Initial Engineering Design for Golf Maintenance Facility.
 - \$200,000 – Designs for a Country Club, Pro Shop, Restaurant and Bar & Grill.
 - \$100,000 - Designs for Elite Fitness Center, Indoor/Outdoor Resort Style Pool and Splash Park.
 - \$75,000.00 - Designs for Racquet Club, Tennis & Pickleball Courts with Center Court Venue.
 - \$100,000 - Designs for Corporate Office and Four Model Homes.
 - \$100,000 - Designs for Stylish Gated Front & Delivery Entrances with Water Features.
 - \$130,000.00 - 45-Foot-Wide Roads, 40-Foot-Wide Taxiways with 140-foot Setback Design.
 - \$50,000.00 - Runway, Helipads & Taxiway Lighting Design.
 - \$270,000.00 – Begin Entitlements (Environmental Assessments, Reports, Studies, etc.).
 - \$2,325,000.00 - Salary (Includes Implicit Costs) for CEO, President & VP (2-Year Risk Mitigation).
 - \$220,000.00 - Office Lease, Furniture, Equipment and Supplies.
 - \$450,000.00 - Operating Expenses.
 - \$255,000.00 - Equipment and Supplies.
 - \$575,000.00 - Business Travel.
 - \$150,000.00 - Develop Conceptual Subdivision Landscaping Designs.
 - \$150,000.00 - Conceptual and Initial Engineering Designs for 60 Townhomes.
 - \$150,000.00 - Conceptual and Initial Engineering Designs for 60 Condos.
 - \$55,000.00 - Conceptual and Initial Engineering Designs for 70 Aircraft Hangars.
 - \$25,000.00 - General Liability Insurance.
 - \$85,000.00 - Real Estate Broker Fees.
 - \$75,000.00 - Business Consultant Fee.
 - \$86,000.00 - Attorney and Accounting Fees.
 - \$75,000.00 - FAA Consultant Fees.
 - \$500,000.00 - Marketing.
8. The Client will be invoiced as follows:
- For a Firm Fixed Fee of \$10,000,000.00 (USD) at the mutual agreement of this contract.
9. Any invoices the Parties agree upon and submitted by the Consultant to the Client, are due upon receipt.
10. In the event that the Client terminates this Consulting Agreement early and the Client has funded the full amount to the Consultant, the Services Provided for the development of Aero Estates Executive Airpark & Mountain Club shall continue to move forward to completion.

PENALTIES FOR LATE PAYMENT

11. Any late payments will trigger a fee of 20.00% per month on the amount still owing.

CONFIDENTIALITY

12. Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. Confidential information refers to any data or information relating to the Consultant, whether business or personal, which would reasonably be considered to be private or proprietary to the Consultant regarding the development of Aero Estates Executive Airpark & Mountain Club that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Consultant or the future development of Aero Estates Executive Airpark & Mountain Club.

14. The Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Parties have obtained, except as authorized by both Parties or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret, in which, those obligations will last indefinitely.

15. All written and oral information and material disclosed or provided by either Party under this agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Parties.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related materials (the Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

RETURN OF PROPERTY

18. Upon the expiry or termination of this Agreement, the Consultant will return any property, documentation, records, or Confidential Information which is the property of the Client.

19. Upon the expiry or termination of this Agreement, the Client will return any property, documentation, records, or Confidential Information which is the property of the Consultant.

CAPACITY/INDEPENDENT CONTRACTOR

20. In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for

service. The Client is not required to pay, or make contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employment benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to the payments made to the Consultant under this Agreement.

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Client

Street Address
City, State, Zip Code
Phone:

b. Aero Estates Development Group, Inc.

3901 Calloway Drive
Mansfield, Texas 76063
Phone: (703) 915-4229

Or to such other address as either Party may from time to time notify the other, and will be properly delivered (a) immediately upon being served personally, (b) two business days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier, or (d) as agreed to by both Parties.

INDEMNIFICATION

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, will only be binding if evidence in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

24. Time is of the essence in this Agreement. No extension or variation of this agreement will operate as a waiver of this provision.

ASSIGNMENT

25. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

26. It is agreed that there is no representative, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

27. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

30. This Agreement will be governed by and constructed in accordance with the laws of the State of Texas.

SEVERABILITY

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

32. The Waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party, will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signature under hand and seal on this ____ day of

_____, _____.

WITNESS: _____

WITNESS: _____

Client's Name
Representative Name (if not the same)

Robert E. Huber, CEO
Aero Estates Development Group, Inc.