

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

BETWEEN:

<p style="text-align: center;"><b>CLIENT</b></p> <p style="text-align: center;">Unknown</p> <p style="text-align: center;">Unknown</p> <p style="text-align: center;">(the "Client")</p>
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<p style="text-align: center;"><b>CONSULTANT</b></p> <p style="text-align: center;">Robert Huber Holdings Corporation Aero Estates Development Group 3901 Calloway Drive, Mansfield, Texas 76063 +1-703-915-4229 (the "Consultant")</p>
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## 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 will include analyzing and scoping the potential development of Aero Estates Chateau & Golf Subdivision.;
  - Locate 2-3 suitable properties to develop within the continental United States (focus on the South East Coast and Texas initially) to develop Aero Estates Chateau & Golf and receive preliminary agreement(s) that provides assurances from the owner and state/local government representative that the property is zoned or can possibly be zoned to support the development of Aero Estates Chateau & Golf within one (1) year of the signed preliminary agreement.;

- Team with a design-build firm and professional golf designer(s) to finalize the conceptual subdivision master plan, design documents, development plan and acquire Rough Order of Magnitude (ROM) estimates for development.;
- Obtain a preliminary agreement(s) from the Federal Aviation Administration (FAA) that states a runway on the stated property would not conflict with any current airspace restrictions.;
- Conduct initial marketing surveys to determine the potential market size and validate the potential success of the Aero Estates Chateau & Golf Business Plan's Marketing Plan and Sales Plan.;
- Explore property rezoning, variances, exceptions, etc., as required to move towards a future land purchase to develop Aero Estates Chateau & Golf.;
- Receive initial consensus for development of Aero Estates Chateau & Golf and move towards a preliminary subdivision planning approval.;
- Finalize the Aero Estates Chateau & Golf Covenants, Conditions & Restrictions (CC&R) and Property Owner's Association (POA) establishment documents.;
- Attend two (2) aviation exhibitions or airshows and two (2) golf expos to obtain fifty (50) Intent to Purchase Real Estate Contracts (non-binding) for Aero Estates Chateau & Golf's Phase I development.;
- 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 activities and 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 charge the Client \$2,998,000.00 (USD) for the Services (the "Compensation").

- \$125,000.00 - Operational Funds.
- \$325,000.00 - Refine the Conceptual Subdivision Master Plan and Development Plan.
- \$250,000.00 - Refine Conceptual Golf Course Plan for Four (4) Championship Courses.
- \$125,000.00 - Site Planning Surveys.
- \$95,000.00 - Market and Financial Analysis Reports.
- \$325,000.00 - Business Travel.
- \$1,120,000.00 - Salary/Benefits for Developer and Managing Director (2-Year Risk Mitigation).
- \$8,000.00 - General Liability Insurance.
- \$65,000.00 - Attorney Fees.
- \$50,000.00 - FAA Consultant Fees.
- \$45,000.00 - Real Estate Broker Fees.
- \$255,000.00 - Marketing.
- \$210,000.00 - Business Taxes and Fees.

8. The Client will be invoiced as follows:

- For a Firm Fixed Fee of \$2,998,000.00 (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 Parties terminate this Agreement and the Client intends to fund the full-amount for the development of Aero Estates Chateau & Golf, as stated in the Aero Estates Chateau & Golf Business Plan; the Consultant fee can be deducted from the loan requirement required for the development.

## **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 Chateau & Golf 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 Chateau & Golf.

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  
Address

**b.** Robert Huber Holdings Corporation  
Aero Estates Development Group  
3901 Calloway Drive  
Mansfield, Texas 76063

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: \_\_\_\_\_

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

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Robert E. Huber  
Robert Huber Holdings Corporation