



Board Binder Open Session

January 5, 2026

Agenda



**MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS
LOCAL GOVERNMENT CODE**

NOTICE OF PUBLIC MEETING

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in regular session, open to the public, in the Midland Chamber of Commerce board room, 303 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on January 5, 2026. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

Videoconference Information

Join Zoom Webinar

<https://us02web.zoom.us/j/83218003618?pwd=XgAjlkdxdxCwLj9aDpUslsUpaaUyF80.1>

Passcode: 440770

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Join via audio:

+1 346 248 7799 US (Houston) +1 669 444 9171 US +1 669 900 9128 US (San Jose) +1 719 359 4580 US

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8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360

209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 558 8656 US (New

York)

Webinar ID: 832 1800 3618

Passcode: 440770

International numbers available: <https://us02web.zoom.us/j/keG76RRpzu>

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.
2. Presentation thanking outgoing Midland Development Corporation board members Zack Deck, Jill Pennington, and Lourcey Sams.
3. Motion electing officers to serve through December 2026.
4. Motion approving the corrected minutes of the October 6, 2025, meeting of the Midland Development Corporation.

5. Motion approving the minutes of the December 1, 2025, meeting of the Midland Development Corporation.
6. Presentation from MODE Communications LLC on a proposed messaging and communications campaign for the Midland Development Corporation.
7. Resolution authorizing the execution of a consulting services agreement with MODE Communications LLC in an amount not to exceed \$150,000.00 for the production of certain services and deliverables aimed at driving marketing, awareness, and engagement for the Midland Development Corporation and the aerospace industry in the City of Midland, Texas, and the Permian Basin.
8. Resolution approving the execution of a consulting services agreement with DTH Strategies, LLC, in an amount not to exceed \$240,000.00 to provide strategic and public affairs consulting and advocacy for the Midland Development Corporation.
9. Resolution approving the execution of a consulting services agreement with Integrated Launch Solutions, Inc., in an amount not to exceed \$35,000.00 for spaceport licensing support services, including risk assessments and gap analyses, for the Midland Development Corporation in support of the development of an inland vertical orbital launch range.
10. Resolution authorizing the execution of a consultant services agreement with InterFlight Global Corporation in an amount of \$225,000.00 for services related to the procurement of new tenants for facilities located at the Spaceport Business Park; and authorizing payment for said agreement.
11. Presentation on the November 2025 economic development activity report from the Midland Development Corporation Executive Director.

Posted this 29th day of December 2025.

Marcia Bentley German
City Governance Officer/City Secretary

October 6th Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

October 6, 2025

The Board of Directors of the Midland Development Corporation convened in regular session in the Midland Chamber of Commerce board room, 300 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on October 6, 2025.

Board Members present: Chairman Lourcey Sams, Director Brad Bullock, Director Elvie Brown, Director Zachary Deck, Director Garrett Donnelly, and Director Jill Pennington (via Zoom)

Board Members absent: None

Staff Members present: City Manager Tommy Gonzalez, Deputy City Manager Jose Ortiz, Interim City Attorney Nicholas Toulet-Crump, Assistant City Attorney Kevin Bailey, Utilities Director Carl Craigo, Strategic Partnerships Officer Lindsey Adams, Assistant City Secretary Rachel Guentensberger, Deputy City Secretary Kathy Rauda, Chief of Staff Taylor Novak

Council Member(s) present: Council member Amy Stretcher Burkes

MDC Staff Members present: Operations Manager Ken Doyle, Executive Director Sara Harris, Business Development Coordinator Soraye Lara, Marketing Coordinator Paige McCartney

1. Call meeting to order.

Chairman Sams called the meeting to order at 10:02 a.m.

2. Motion approving the minutes of the September 8, 2025, meeting of the Midland Development Corporation.

Director Donnelly moved to approve the minutes of the September 8, 2025, meeting of the Midland Development Corporation with the correction of misspelled name, seconded by Director Bullock.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington

3. Presentation on current and proposed infrastructure partnerships between the City of Midland and the Midland Development Corporation.

Deputy City Manager Jose Ortiz gave a presentation on the partnership between the City of Midland and the Midland Development Corporation, focusing on projects that specifically impact infrastructure.

4. ED – 509 - Resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

Director Deck moved to approve ED – 509 - Resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement, seconded by Director Bullock.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

5. ED – 510 - Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of \$2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191; and authorizing payment for said agreement.

Director Donnelly moved to approve ED- 510 - Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of \$2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191; and authorizing payment for said agreement, seconded by Director Brown.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

6. ED – 511 - Resolution authorizing payment in the amount of \$96,184.54 to the University of Texas of the Permian Basin pursuant to that certain Incubator and Makerspace Grant Agreement between the Midland Development Corporation and the University of Texas of the Permian Basin.

Director Bullock moved to approve ED – 511 - Resolution authorizing payment in the amount of \$96,184.54 to the University of Texas of the Permian Basin pursuant to that certain Incubator and Makerspace Grant Agreement between the Midland Development Corporation and the University of Texas of the Permian Basin, seconded by Director Deck.

The motion carried by the following vote: AYE: Sams, Donnelly, Pennington, Deck, Bullock and Brown. NAY: None. ABSTAIN: None. ABSENT: None

7. **Presentation on the August 2025 economic development activity report from the Midland Development Corporation Executive Director.**

Executive Director Sara Harris provided an update on the Midland Development Corporation's economic development activity report. She also spoke about the Love Midland event held on Saturday, where the MDC hosted a table to share information with community members.

The board recessed into executive session at 10:30 a.m.

8. **Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:**

a. Section 551.072, Deliberation Regarding Real Property

- i. Discuss the purchase, exchange, lease, or value of real property.

b. Section 551.087, Deliberation Regarding Economic Development Negotiations

- i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

All the business at hand having been completed, Chairman Sams adjourned the meeting at 11:24 a.m.

Respectfully submitted,

Rachel Guentensberger, Assistant City Secretary

PASSED AND APPROVED on the 1st Day of December 2025.

Elvie Brown, Secretary

December 1st Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

December 1, 2025

The Board of Directors of the Midland Development Corporation convened in regular session in the Midland Chamber of Commerce board room, 300 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on December 1, 2025.

Board Members present: Chairman Lourcey Sams, Director Brad Bullock, Director Elvie Brown, Director Zachary Deck, and Director Garrett Donnelly

Board Members absent: Director Jill Pennington

Staff Members present: City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, Assistant City Attorney Kevin Bailey, Assistant City Secretary Rachel Guentensberger, Deputy City Secretary Kathy Rauda, Deputy City Secretary Jan Hamilton, Chief of Staff Taylor Novak

Council Member(s) present: Council member Amy Stretcher Burkes

MDC Staff Members present: Executive Director Sara Harris, Business Development Coordinator Soraye Palmer, Marketing Coordinator Paige McCartney

1. Call meeting to order.

Chairman Sams called the meeting to order at 10:05 a.m.

2. Motion approving the minutes of the October 6, 2025, meeting of the Midland Development Corporation.

Director Brown moved to approve the minutes of the October 6, 2025, meeting of the Midland Development Corporation, seconded by Director Deck.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock, and Brown NAY: None ABSTAIN: None ABSENT: Pennington

3. Presentation from Watersong Wild Space on the Watersong Nature Commons.

Elaine Magruder, Board President, and Wes Faris, Executive Director of Watersong Wild Space, delivered a comprehensive presentation outlining the project's sustained growth and expansion to date, and detailing the forthcoming phases of work.

4. Presentation from Midland College on Transportation Training.

Pervis Evans, Dean of Continuing Education, and Eric Juarez Director of Transportation with Midland College gave a brief overview of the Transportation Training program. The request from Midland College is to amend the current Economic Development agreement.

5. ED-512 - Resolution authorizing the execution of an amended and restated economic development agreement with the Midland Community College District; and authorizing payment therefore.

Director Brown moved to approve ED- 512 - Resolution authorizing the execution of an amended and restated economic development agreement with the Midland Community College District; and authorizing payment therefore, seconded by Director Bullock.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock and Brown NAY: None ABSTAIN: None ABSENT: Pennington

6. ED-513 - Resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Director Deck moved to approve ED-513 - Resolution authorizing the execution of a promotional agreement with Higher Orbits, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, seconded by Director Donnelly.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock and Brown NAY: None ABSTAIN: None ABSENT: Pennington

7. ED-514 - Resolution authorizing the execution of a Task Order No. 2 to that certain master research and development agreement with The MITRE Corporation for an amount not to exceed \$826,000.00; said task order to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin.

After discussing the scope of Task Order No. 2, the board agreed to defer the item until there is greater clarity on the complete request.

Director Bullock moved to defer ED-514 - Resolution authorizing the execution of a Task Order No. 2 to that certain master research and development agreement with The MITRE Corporation for an amount not to exceed \$826,000.00; said task order to provide for research and development, systems engineering, and related advisory services necessary for the furtherance of commercial space and high-speed flight operations in the Permian Basin, seconded by Director Donnelly.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock and Brown NAY: None ABSTAIN: None ABSENT: Pennington

8. ED-515 - Resolution authorizing the changing of the Midland Development Corporation's registered agent.

Director Bullock moved to approve ED-515 - Resolution authorizing the changing of the Midland Development Corporation's registered agent, seconded by Director Deck.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock and Brown NAY: None ABSTAIN: None ABSENT: Pennington

9. ED-516 - Resolution establishing the dates of the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2026 to January 2027.

Director Brown moved to approve ED-516 - Resolution establishing the dates of the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2026 to January 2027, seconded by Director Donnelly.

The motion carried by the following vote: AYE: Sams, Donnelly, Deck, Bullock and Brown NAY: None ABSTAIN: None ABSENT: Pennington

10. Presentation on the October 2025 economic development activity report from the Midland Development Corporation Executive Director.

Executive Director Sara Harris provided an update on the Midland Development Corporation's economic development activity report.

Business Development Coordinator Soraye Palmer spoke about the High-Speed Aerospace Transportation (HSAT) Workshop held November 12-14th at the UTPB College of Engineering Building. She also shared information regarding upcoming 2026 Trade Shows that MDC board members, or City Council members may be interested in attending.

Marketing Coordinator Paige McCartney gave an update on the growing social media following on all platforms.

The board recessed into executive session at 11:03 a.m.

11. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:

a. Section 551.072, Deliberation Regarding Real Property

- i. Discuss the purchase, exchange, lease, or value of real property.

b. Section 551.074, Personnel Matters

- i. Discuss the employment, evaluation, and duties of the Executive Director.

c. Section 551.087, Deliberation Regarding Economic Development Negotiations

- i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

All the business at hand having been completed, Chairman Sams adjourned the meeting at 12:17 p.m.

Respectfully submitted,

Rachel Guentensberger, Assistant City Secretary

PASSED AND APPROVED on the 5th Day of January 2026.

Elvie Brown, Secretary

MODE
Communications,
LLC

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A CONSULTING SERVICES AGREEMENT WITH
MODE COMMUNICATIONS LLC IN AN AMOUNT
NOT TO EXCEED \$150,000.00 FOR THE
PRODUCTION OF CERTAIN SERVICES AND
DELIVERABLES AIMED AT DRIVING MARKETING,
AWARENESS, AND ENGAGEMENT FOR THE
MIDLAND DEVELOPMENT CORPORATION AND
THE AEROSPACE INDUSTRY IN THE CITY OF
MIDLAND, TEXAS, AND THE PERMIAN BASIN**

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a consulting services agreement with MODE Communications LLC in an amount not to exceed \$150,000.00 for the production of certain services and deliverables aimed at driving marketing, awareness, and engagement for the Midland Development Corporation and the aerospace industry in the City of Midland, Texas, and the Permian Basin;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a consultant services agreement with MODE Communications LLC in an amount not to exceed \$150,000.00 for the production of certain services and deliverables aimed at driving marketing, awareness, and engagement for the Midland Development Corporation and the aerospace industry in the City of Midland, Texas, and the Permian Basin. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay MODE Communications LLC in accordance with the terms of the consulting services agreement from funds available in the Midland Development Corporation Operating Budget upon receipt of proper invoices or statements approved by the Executive Director or her designee.

On motion of Director _____, seconded by Director _____, the
above and foregoing resolution was adopted by the Board of Directors of the Midland
Development Corporation at a regular meeting on the _____ day of _____,
A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

Chairman of the Midland
Development Corporation

ATTEST:

Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of January, 2026, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended (“*MDC*”), and MODE COMMUNICATIONS LLC (“*COMPANY*”).

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide consulting services and deliverables aimed at driving marketing, awareness, and engagement for the Midland Development Corporation and the aerospace industry in City of Midland, Texas, and the Permian Basin (collectively, the “*Services*”). The Services are more particularly described in **Exhibit A**, which is Attached hereto and incorporated herein for all purposes.

The parties acknowledge and agree that, as of the effective date of this Agreement, COMPANY has not received the requisite authorization to proceed with performing certain Services described in **Exhibit A**; said Services being clearly marked “*on an as needed basis upon approval of the MDC.*” COMPANY acknowledges that it has received no assurance or promise that MDC will authorize COMPANY to proceed with said Services during the term of this Agreement. MDC, in its sole and absolute discretion, may elect to issue written notice to COMPANY that MDC wishes to proceed with one or more of said Services from time to time during the term of this Agreement. Following issuance of such written notice by MDC, COMPANY shall be authorized and obligated to perform and complete said Service(s) in accordance with the terms set forth herein at the prices indicated.

ARTICLE II. COMPANY’S PERFORMANCE

COMPANY shall perform the Services in a manner that is consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs the Services (in whole or in part) shall be fully qualified and competent to perform the Services.

Exhibit "A"

ARTICLE III. FINANCIAL CONSIDERATIONS

1. MDC agrees to pay COMPANY in an amount not to exceed \$150,000.00 as consideration for COMPANY's performance of the Services. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A**. Within thirty (30) days of the date on which COMPANY's invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC's objection and the grounds thereof within fifteen (15) days of the date of receipt of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice. MDC in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.
2. There will be no additional expenses invoiced to the MDC.

ARTICLE IV. TERM

The term of this Agreement shall be from **January 27, 2026 until February 28, 2027**, unless: (i) the Services are completed sooner; or (ii) the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will for no or any reason upon giving at least one-hundred eighty (180) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information, deliverables, and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name MDC as an additional insured on a claims-occurred basis. MDC shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-

subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and policies that name the MDC as an additional insured on a claims-occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, MDC's Executive Director, in her sole and absolute discretion, may modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ.*, AS AMENDED), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND

PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement

shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH,

PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN MDC SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS MDC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to MDC:	Executive Director Midland Development Corporation 200 N. Loraine, Suite 610 Midland, Texas 79701
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If to COMPANY:	MODE Communications LLC P.O. Box 8221 Midland, Texas 79708
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The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after

receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable. The provisions of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable

to MDC for the duration of the contract; (ii) promptly provide to MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to MDC.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on MDC is hereby made void and of no force or effect. MDC's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. To the extent applicable, COMPANY agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, *et seq.*, as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approved of the language and terms set forth herein.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

_____, Chairman

ATTEST:

_____, Secretary

[Signature Page Follows]

By: _____

Title: _____

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024,
personally appeared, _____ of MODE COMMUNICATIONS LLC,
known to me to be the person and official whose name is subscribed to the forgoing instrument,
and acknowledged to me that he executed the same as the act and deed of said entity, for the
purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,
2024.

Notary Public, State of Texas



MIDLAND DEVELOPMENT CORPORATION
2026 COMPREHENSIVE INTEGRATED COMMUNICATIONS CAMPAIGN PLAN

THE FUTURE IS MIDLAND

EXECUTIVE SUMMARY

The Midland Development Corporation enters 2026 from a position of strength. Over the past several years, MDC has made sustained, intentional investments in infrastructure, workforce development, and industry alignment that have positioned Midland for long-term economic stability and growth. These investments are no longer theoretical or aspirational; they are visible, measurable, and actively shaping the region's future.

The purpose of the 2026 communications plan is not simply to create awareness or explain Midland's potential, but to **steward confidence** in Midland's trajectory. The work of economic development is ongoing; the role of communications in 2026 is to make that work visible, credible, and enduring. To move from **THE FUTURE IS NOW** to **THE FUTURE IS MIDLAND**.

The Future Is Midland is a declarative platform that affirms Midland as a place of ownership, capability, and sustained opportunity. It positions MDC not as a promoter, but as the steward that has built and aligned the conditions required for long-term success. This campaign is designed to reinforce public understanding of how preparation translates into outcomes jobs, infrastructure, workforce readiness, and industry growth without hype, speculation, or overstatement.

This plan integrates strategy, execution, media, and ongoing management into a single year-long framework, ensuring continuity, clarity, and accountability throughout 2026.

STRATEGIC CONTEXT

Midland has moved beyond awareness. The community, employers, and partners recognize that Midland is prepared not just to attract opportunity, but to sustain it.

Infrastructure readiness, workforce alignment, and long-term planning have converged to create momentum that is both durable and defensible. At this stage, communications must reflect maturity. The goal is not to introduce Midland's potential, but to reinforce ownership of its future.

Exhibit "A"



This strategy reflects a shift from explanation to affirmation. It connects MDC's long-term planning to visible outcomes and reinforces the understanding that Midland's economic future is not accidental it is the result of intentional stewardship.

CAMPAIGN OBJECTIVES

The 2026 campaign is designed to:

1. Reinforce public confidence in Midland's long-term economic direction
 2. Make MDC's role as steward, convener, and long-view investor visible
 3. Demonstrate the connection between infrastructure, workforce, and jobs
 4. Sustain momentum across the full year rather than relying on isolated moments
 5. Provide a disciplined, board-safe framework for ongoing communications execution
-

CAMPAIGN PLATFORM

THE FUTURE IS MIDLAND

This platform is declarative, confident, and grounded. It does not ask questions or imply doubt. It affirms that Midland's future is already being carried forward through preparation, coordination, and stewardship.

The platform allows MDC to consistently connect past investment, present outcomes, and future continuity across all channels and audiences.

CAMPAIGN NARRATIVE ARCHITECTURE

The campaign unfolds across four integrated phases, each reinforcing a different dimension of ownership and continuity. The structure remains consistent throughout the year, allowing flexibility in execution while maintaining a clear narrative spine.

TRANSITION FROM 2025



The year end countdown serves as the symbolic bridge between 2025 and 2026. Using existing countdown footage, this moment closes the prior year by acknowledging that the momentum recognized at year's end was already real before the calendar turned.

This is not a teaser or reveal. It is a statement of continuity.

:15 TV / SOCIAL SCRIPT

Visual: Starry countdown background

Audio: Ambient, no voiceover

On-screen copy:

THE FUTURE IS **MIDLAND**.

2026

End frame:

powered by the

Midland Development Corporation

THE DECLARATION (Q1 2026)

Strategic Intent

Establish confident civic ownership and set the tone for the year.

Narrative Role

This phase affirms that Midland's momentum does not require explanation or justification.

Messaging is restrained, declarative, and confident.

Core Message

The Future Is Midland.

Execution Focus

- Broadcast and Connected TV presence
- High-visibility outdoor placements
- Foundational social messaging
- Minimal creative complexity

MDC Role

Positioned as the steward of long-term preparation, without self-promotion.



THE PROOF (Q2 2026)

Strategic Intent

Make long-term planning visible through real outcomes.

Narrative Role

This phase demonstrates how preparation translates into opportunity jobs, infrastructure, workforce readiness, and industry activity.

Core Message

Prepared places create lasting opportunity.

Signature Initiative: MIDLAND SPACE WEEK

Purpose

Midland Space Week serves as a civic-scale proof point for long-term economic development. It connects infrastructure investment, workforce readiness, education, and industry alignment into a visible, accessible experience for the community.

Components

- **State of Space Public Luncheon** hosted by MDC
- **PBS One Question** episode focused on space and workforce
- **Planetarium community programming**
- **IREC competition visibility and storytelling**

MDC Role

Convener, coordinator, and steward connecting partners and outcomes without overshadowing them.

Media Integration

- Earned media coordination
- Broadcast and CTV amplification
- Digital and social storytelling



THE STEWARDSHIP (Q3 2026)

Strategic Intent

Explicitly connect visible momentum to leadership and long-term coordination.

Narrative Role

This phase clarifies that the future does not sustain itself. It requires stewardship, alignment, and continued investment.

Core Message

The future doesn't build itself.

Execution Focus

- Executive visibility
- Earned media and thought leadership
- Deeper storytelling around MDC's role

MDC Role

Clearly positioned as the organization carrying continuity forward.

THE CONTINUITY (Q4 2026)

Strategic Intent

Reinforce durability and forward motion.

Narrative Role

Focus on outcomes achieved and confidence moving into the next horizon.

Core Message

The future lives here and it's moving forward.

Execution Focus



- Digital and social sustain
- Select broadcast reminders
- End-of-year reflection and continuity

MEDIA STRATEGY & FLIGHTING

This media strategy is designed for continuous management and optimization rather than one-time execution.

Channel Roles

- **Broadcast & CTV:** Credibility, reach, confidence (50%)
- **OOH:** Ownership and visibility (10%)
- **Digital Display:** Sustained presence (15%)
- **Social:** Narrative continuity and engagement (25%)

Flighting Overview

- Q1: Light-to-moderate frequency
- Q2: Moderate with event-driven spikes
- Q3: High during stewardship phase
- Q4: Sustained, confidence-focused presence

CREATIVE LANGUAGE SYSTEM

Billboard / OOH by Phase

Q1 Declaration

THE FUTURE IS MIDLAND.

Q2 Proof

Built to work.

Built to last.

THE FUTURE IS MIDLAND.

Q3 Stewardship

The future doesn't build itself.

THE FUTURE IS MIDLAND.

Midland Development Corporation.



Q4 Continuity

The future lives here.

And it's moving forward.

SOCIAL CONTENT PILLARS

1. Work Made Visible
2. People in Motion
3. Stewardship in Action
4. Forward Confidence

SPACEPORT AS PROOF

The Spaceport is presented as evidence not spectacle. It demonstrates what long-term infrastructure investment and workforce alignment produce when coordinated over time. Its role is to show cause and effect, not to serve as the headline.

CAMPAIGN EXECUTION & RETAINER MANAGEMENT

Execution of this campaign requires year-round stewardship under the existing communications retainer. This includes:

- Narrative governance and alignment
- Weekly social planning and publishing
- Monthly media optimization and reporting
- Partner and stakeholder coordination
- Executive and board communications support
- Earned media briefing and response

The value of the retainer lies in sustained management of MDC's public narrative not isolated deliverables.



MEASUREMENT & ACCOUNTABILITY

Success will be measured through:

- Sustained reach and frequency
 - Engagement quality
 - Earned media volume and tone
 - Consistency of narrative across channels
-

APPROVAL

Request renewal and extension of the 2025 agreement for the 2026 communications strategy and its execution under the existing retainer structure encompassing the Spaceport messaging exclusively or both Spaceport messaging and MDC messaging.

The duration of the agreement would be the twelve months beginning February 1 – December 31, 2027. The contract amount would be \$150,000 (estimated breakdown 60% all media (paid and earned), 20% creative and video, 10% events (special, publicity, press), 10% Other (web, email, etc.).

A detailed content and execution plan to be agreed upon with the Executive Director.

DTH Strategies Consulting Services Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A CONSULTING SERVICES AGREEMENT WITH
DTH STRATEGIES, LLC, IN AN AMOUNT NOT TO
EXCEED \$240,000.00 FOR STRATEGIC AND PUBLIC
AFFAIRS CONSULTING AND ADVOCACY SERVICES
FOR THE MIDLAND DEVELOPMENT
CORPORATION**

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a consulting services agreement with DTH Strategies, LLC, in an amount not to exceed \$240,000.00 for strategic and public affairs consulting and advocacy services for the Midland Development Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a consultant services agreement with DTH Strategies, LLC, in an amount not to exceed \$240,000.00 for strategic and public affairs consulting and advocacy services for the Midland Development Corporation. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay DTH Strategies, LLC, in accordance with the terms of the consulting services agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director or her designee.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Directors voting “AYE”:

Directors voting “NAY”:

_____,
Chairman of the Midland
Development Corporation

ATTEST:

_____,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of January, 2026, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended ("*MDC*"), and DTH STRATEGIES, LLC ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which *COMPANY* shall perform certain consulting services to provide strategic and public affairs consulting and advocacy (the "*Project*") for *MDC*.

ARTICLE II. SERVICES TO BE PERFORMED

1. *COMPANY* shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
2. *COMPANY* shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. *COMPANY* represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay *COMPANY* in an amount not to exceed \$240,000.00 for the consulting services described in **Exhibit A**. Within thirty (30) days of the date on which *COMPANY'S* invoice is received by *MDC*, *MDC* shall pay the full amount of said invoice; provided, however, that if *MDC* objects to any portion of an invoice, *MDC* shall notify *COMPANY* of *MDC's* objection and the grounds thereof within fifteen (15) days of the date of receipt of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice. *MDC* in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

Exhibit "A"

MDC shall compensate COMPANY for the services to be rendered in the monthly sum of Seven-Thousand Five Hundred dollars (\$7,500.00), commencing on February 1, 2026 with a like sum to be due on the first day of each month thereafter. In the event that MDC and COMPANY mutually consent to COMPANY communicating with the Legislative or Executive branch of the State of Texas for the purposes of influencing legislative or executive action and COMPANY is required to register to lobby for MDC with the Texas Ethics Commission, compensation paid to Consultant shall increase to a monthly sum of Ten-Thousand Dollars (\$10,000) per month for the remainder to this Agreement. COMPANY'S invoices shall identify the services performed as "Consulting Services for [MONTH], [YEAR]."

ARTICLE IV. TERM

The term of this Agreement shall be from January 27, 2026, until February 28, 2028 unless the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will for no or any reason upon giving at least one-hundred eighty (180) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND

OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full

force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
Business Automobile Liability:	\$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	\$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name MDC as an additional insured on an occurrence basis. MDC shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified

herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and policies that name the MDC as an additional insured on an occurrence basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ.*, AS AMENDED), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL

(i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S

EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH

COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE MDC HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN MDC SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS MDC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State

of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to MDC:	Executive Director Midland Development Corporation 200 N. Loraine, Suite 610 Midland, Texas 79701
------------	--

If to COMPANY:	DTH Strategies, LLC 216 West 12 th Street Suite 200 Austin, TX 78701
----------------	--

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been

contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient.

MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Verifications. Pursuant to Chapter 2264 of the Texas Government Code, COMPANY certifies that as of the effective date of this Agreement and throughout the term of this Agreement, COMPANY's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if COMPANY's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the term of this Agreement, COMPANY shall repay to the MDC the total amount of funds paid to COMPANY under this Agreement, plus interest at the Agreed Rate (as defined below), not later than the 120th day after the date the MDC notifies COMPANY of the violation. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code, (i) "COMPANY's business, or a branch, division, or department thereof" shall be limited to COMPANY's business in Midland, Texas; (ii) COMPANY shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom COMPANY contracts; (iii) neither COMPANY nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted

and/or the time for all appeals has expired; and (iv) the date that “the MDC notifies COMPANY of the violation” may not be earlier than the date that COMPANY has been “convicted of a violation” as provided above in this Section. For purposes of this Section, “Agreed Rate” shall mean shall mean the lesser of: (i) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers and (ii) the highest lawful rate.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that COMPANY is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, COMPANY hereby verifies that COMPANY does not: (i) boycott Israel and will not boycott Israel during the term of this Agreement; (ii) boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

MIDLAND DEVELOPMENT CORPORATION

By _____
_____, Chairman

ATTEST:

_____, Secretary

[Signature Page Follows]

DTH STRATEGIES

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____, personally appeared, _____ of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20____.

Notary Public, State of _____

Daniel T. Hodge

Proposal

Provide strategic and public affairs consulting and advocacy for the Midland Economic Development Corporation on all matters related to navigating Texas state government. Specifically:

- Work in coordination with the Executive Director to provide strategic political and legislative advice regarding navigating all branches of state government, including the Governor's Office, the Texas Space Commission, the Texas Department of Transportation, the Texas Legislature, and executive branch agencies.
- Monitor developments related to space and space-related transportation infrastructure for the Midland Economic Development Corporation.
- Throughout the legislative session, track and advance legislation and funding in the biennial General Appropriations Act for items that positively or negatively impact the development of space-related infrastructure for Midland.
- Attend Texas Space Commission and related meetings deemed relevant by the Executive Director and provide comprehensive reports on those proceedings so that the Executive Director has real-time intelligence on important developments involving space-related initiatives.
- Provide strategic advice on all matters related to the government of the State of Texas.

Proposed Fee: \$7,500 / month for consulting services. In the event that the Midland Economic Development Corporation and DTH Strategies mutually consent to Daniel Hodge or Allison Billodeau providing a service for the purpose of influencing legislative or executive action and would require either to register with the Texas Ethics Commission, the fee shall increase to \$10,000 / month for the remainder of the contract term.

About Daniel Hodge, Founder, DTH Strategies, LLC

As a former First Assistant Attorney General and Chief of Staff to the Governor of Texas, Daniel Hodge has more than a decade and a half of experience navigating issues that arise in the sphere of the state government. Daniel began his professional career on Gov. Greg Abbott's first campaign for Texas Attorney General in 2001. In 2010, Daniel was appointed First Assistant Attorney General. After Greg Abbott was elected Governor in 2014, Daniel was charged with overseeing the gubernatorial transition and was named Chief of Staff to the Governor in January, 2015. During his tenure at the Texas Attorney General's Office and the Office of the Governor, Daniel was responsible for overseeing strategy, legislative coordination, policy development, communications, management of agency operations, and statewide disaster response, including Hurricane Harvey. At both the Attorney General's Office and the Governor's Office, Daniel worked on a regular basis with virtually every major state agency in Texas, as well as the Texas Legislature.

About Allison Billodeau, Principal, DTH Strategies, LLC

Allison Billodeau has served in Texas government for two decades. She spent the first 13 years working for both rural and urban members of the Texas House of Representatives. During that time, she filled many roles, but most prominently she was a Chief of Staff, a Committee Clerk, Campaign Manager, as well as advisor the Texas Republican Caucus Policy Committee, members of the Sunset Commission and Appropriations Committee. She then spent two years working in Governor Abbott's Budget and Policy Office on health, human services, and child welfare issues, including the Governor's first emergency item from the 85th legislative session. She was promoted to Deputy Legislative Director in 2017, where she provided strategic and complex senior-level legislative support and executive leadership to the Governor and his Chief of Staff. Her demonstrated knowledge of state government, strategic planning, the Texas legislative process and Texas Legislature lent itself to her role in communicating the Governor's public policy agenda. In September of 2018, she joined DTH Strategies, LLC and compliments Daniel's vast skillset in expanding a team that reaches all avenues of state government.

316 West 12th Street | Suite 200 | Austin, Texas 78701

Integrated Launch Solutions, Inc.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A CONSULTING SERVICES AGREEMENT WITH
INTEGRATED LAUNCH SOLUTIONS, INC., IN AN
AMOUNT NOT TO EXCEED \$35,000.00 FOR
SPACEPORT LICENSING SUPPORT SERVICES,
INCLUDING RISK ASSESSMENTS AND GAP
ANALYSES, FOR THE MIDLAND DEVELOPMENT
CORPORATION IN SUPPORT OF THE
DEVELOPMENT OF AN INLAND VERTICAL
ORBITAL LAUNCH RANGE**

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a consulting services agreement with Integrated Launch Solutions, Inc., in an amount not to exceed \$35,000.00 for spaceport licensing support services, including risk assessments and gap analyses, for the Midland Development Corporation in support of an inland vertical orbital launch range;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a consultant services agreement with Integrated Launch Solutions, Inc., in an amount not to exceed \$35,000.00 for spaceport licensing support services, including risk assessments and gap analyses, for the Midland Development Corporation in support of an inland vertical orbital launch range. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Strategic Launch Solutions, Inc., in accordance with the terms of the consulting services agreement, from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director or her designee.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland

Development Corporation at a regular meeting on the _____ day of _____,
A.D., 2026, by the following vote:

Directors voting “AYE”:

Directors voting “NAY”:

_____,
Chairman of the Midland
Development Corporation

ATTEST:

_____,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of January, 2026, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended ("*MDC*"), and INTEGRATED LAUNCH SOLUTIONS, INC. ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which *COMPANY* shall perform certain consulting services to provide spaceport licensing support services, including risk assessments and gap analysis, in support of the development of an inland vertical orbital launch range (the "*Project*") for *MDC*.

ARTICLE II. SERVICES TO BE PERFORMED

1. *COMPANY* shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
2. *COMPANY* shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. *COMPANY* represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay *COMPANY* in an amount not to exceed \$35,000.00 for the consulting services described in **Exhibit A**. Within thirty (30) days of the date on which *COMPANY*'S invoice is received by *MDC*, *MDC* shall pay the full amount of said invoice; provided, however, that if *MDC* objects to any portion of an invoice, *MDC* shall notify *COMPANY* of *MDC*'s objection and the grounds thereof within fifteen (15) days of the date of receipt of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice. *MDC* in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

Exhibit "A"

ARTICLE IV. TERM

The term of this Agreement shall be from January 27, 2026, until February 28, 2027 unless the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will for no or any reason upon giving at least one-hundred eighty (180) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence

-Property Damage:	\$500,000.00 per occurrence
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Business Automobile Liability:	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

Workers' Compensation:	Statutory limits
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Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name MDC as an additional insured on an occurrence basis. MDC shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and policies that name the MDC as an additional insured on an occurrence basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an

unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ.*, AS AMENDED), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ.*, AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS

ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC

AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE MDC HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF

SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN MDC SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS MDC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from

or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to MDC: Executive Director
Midland Development Corporation
200 N. Loraine, Suite 610
Midland, Texas 79701

If to COMPANY: Integrated Launch Solutions, Inc.
350 Tangerine Avenue
Suite 5
Merritt Island, FL 32953

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages.

COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Verifications. Pursuant to Chapter 2264 of the Texas Government Code, COMPANY certifies that as of the effective date of this Agreement and throughout the term of this Agreement, COMPANY's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if COMPANY's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the term of this Agreement, COMPANY shall repay to the MDC the total amount of funds paid to COMPANY under this Agreement, plus interest at the Agreed Rate (as defined below), not later than the 120th day after the date the MDC notifies COMPANY of the violation. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code, (i) "COMPANY's business, or a branch, division, or department thereof" shall be limited to COMPANY's business in Midland, Texas; (ii) COMPANY shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom COMPANY contracts; (iii) neither COMPANY nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (iv) the date that "the MDC notifies COMPANY of the violation" may not be earlier than the date that COMPANY has been "convicted of a violation" as provided above in this Section. For purposes of this Section, "Agreed Rate" shall mean shall mean the lesser of: (i) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers and (ii) the highest lawful rate.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that COMPANY is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, COMPANY hereby verifies that COMPANY does not: (i) boycott Israel and will not boycott Israel during the term of this Agreement; (ii) boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

MIDLAND DEVELOPMENT CORPORATION

By _____
_____, Chairman

ATTEST:

_____, Secretary

[Signature Page Follows]

INTEGRATED LAUNCH SOLUTIONS

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of _____

Spaceport Licensing Support Services

Integrated Launch Solutions, Inc. (ILS) provides the subject matter expertise and experience to guide applicants through the development and implementation of policies, plans, and procedures necessary for launch site operator and user compliance with federal, state, and local regulations and safety requirements. ILS provides value added insights, lessons learned, and products necessary to efficiently integrate and interface with the Federal Aviation Administration (FAA) and contractors supporting related efforts (e.g., architecture and engineering firms, general contractors).

The templates and insights provided by ILS, its subcontractors, and strategic partners serve as a guideline to support applicants in documenting their programs, plans, processes, and procedures in a format and level of detail that provides traceability to 14 CFR Part 420 and creates relative ease in the FAA's evaluation and scoring. This ultimately reduces document iterations and saves time and money, however, is not measurable. Neither ILS nor the applicants have control over the evolving FAA review teams, criteria, timelines, and product iterations. Neither ILS nor its subcontractors or strategic partners can control or are liable if the FAA does not approve a license application or creates schedule delays for the applicant.

Sections 1.0 – 5.0 provide an overview of typical activities associated with the planning, licensing, activation, and operation of a commercial spaceport in accordance with the Code of Federal Regulations (CFR) Title 14 Chapter III Subchapter C Part 420 – License to Operate a Launch Site. Specific tasks, deliverables, and timelines are tailored and specified using individual task orders (TOs), providing the spaceport operator with flexibility to define and add tasks as necessary for subject matter expertise and surge support.

1.0 Risk Assessments and Gap Analyses

Commercial spaceport operators often struggle to capture and maintain viable spaceport users when they fail to fully understand or consider the barriers, interdependencies, costs, and timelines associated with FAA licensing and regulatory compliance. Establishing compliance with Part 420 spaceport operator requirements is significantly less challenging than establishing compliance with Part 450 launch and reentry requirements. While a spaceport operator can define concept vehicles, operating limits and constraints to support and successfully navigate a Policy Review, Environmental Review, and Safety Review, they are often left with few real-world vehicles and spaceport users that can operate within them.

ILS uses risk assessments and gap analyses to identify and inform the spaceport operator and potential spaceport users of technical, cost, and schedule risk drivers and opportunities prior to license application development. This allows teams to make risk-informed decisions and establish more realistic plans and budgets that increase their probability of success. Typical risk assessments and gap analyses that add significant value to spaceport operators and their potential users include the following:

Assessment/Analysis	Purpose	Benefit
Launch location risk assessment	Precursory look at the proposed infrastructure, ground operations, and flight operations for their potential impacts to public safety, critical infrastructure, natural resources, and international policy as they pertain to FAA review.	<ul style="list-style-type: none"> • Early identification of licensing “show stoppers” or high risk areas requiring proactive mitigation/coordination. • Early identification of cost/schedule/technical drivers and constraints. • Definition of roles and responsibilities, interdependencies, and deliverables needed from other contractors as they relate to license application development (e.g., site layout, CAD drawings).
License application gap analysis	Review of existing license materials or program documentation for suitability and compliance with CFR requirements.	<ul style="list-style-type: none"> • Identification and communication of CFR changes or evolving FAA expectations/criteria. • Evaluation of traceability to CFR requirements for ease of FAA evaluation/approval. • Recommendations regarding material reuse and/or updates.
New user safety risk assessments and design reviews	Review of user plans, concepts of operation, designs, and verification artifacts for	<ul style="list-style-type: none"> • Identification of potential deviations from licensed activities (requiring license modifications). • Identification of potential safety issues, risks to, or conflicts with other spaceport users.
Trade studies and value engineering assessments	Review of spaceport or user site or facility layouts or projects for alternatives and/or recommendations that offer cost savings, operability or efficiency enhancements,	<ul style="list-style-type: none"> • Independent assessment of designs and/or bids for cost savings opportunities or compliance issues. • Recommendations regarding requirements allocation, verification artifacts, and deliverables to support compliance.

2.0 License Application Development Support

The ILS team guides applicants through the licensing process using a combination of recurring meetings and “office hours”, document templates and peer reviews, and participation in site layout and infrastructure reviews. Specific and traceable to 14 CFR Part 420, ILS support may include but is not limited to helping applicants assess and develop the following application materials:

2.1 Policies, Plans, Procedures, and Agreements

- Public Access Policy and Procedures (420.15(e); 420.53)
- Launch Site Scheduling Procedure (420.15(e); 420.55)
- Launch Site Users Agreement (420.57(a))
- Launch Site Users Guide (420.15; 420.57(a))
- Coast Guard Agreement (420.31(a); 420.57(b))
- FAA ATC Agreement (420.31(b); 420.57(c))
- State and Local Agreements/Notifications (430.27(j); 420.57(d))
- Mishap and Emergency Response Plan (420.15(e); 420.59)
- Records Management Plan (420.15(e); 420.61)

2.2 Ground Safety

- Explosive Siting Plan (420.15(d); 420.63)
- Separation Distance/Explosives Handline (420.15(d); 420.65)
- Separation Distance/Storage of Incompatible Energetic Liquids (420.15(d); 420.66)
- Separation Distance/Storage of Co-Located Energetic Liquids (420.15(d); 420.67)
- Separation Distance/Storage of Explosives / Liquid Propellants (420.15(d); 420.69)
- Lightning Protection (420.15(e); 420.71)

2.3 Flight Safety Support (Subcontract)

ILS provides subject matter expertise in trajectory analysis and flight safety analysis methodologies to help collect or develop representative trajectories and data that is needed to quantify and calculate the risk to the public (i.e., aircraft, individuals, critical assets, and neighboring operations). If actual vehicle data is available from a perspective launch site user, ILS will coordinate with launch vehicle GNC teams to obtain materials needed for launch locations analysis and risk assessment.

There are very few tools currently approved by the FAA to perform risk calculations. This generally requires procurement of support from a third-party vendor for use of risk analysis software tools. ILS will consolidate data and inputs to deliver a launch site location review package in accordance with the following:

- Launch Site Location Review – General (420.19)
- Launch Site Location Review – Information (420.19; 420.27)
- Launch Site Location Review – Boundaries (420.19; 420.21)
- Launch Site Location Review – Flight Corridors (420.19; 420.23)
- Launch Site Location Review – Risk Analysis (420.19; 420.25)

2.4 Environmental Review (Subcontract)

ILS typically subcontracts environmental reviews to a third-party vendor. ILS may subcontract this work if specified in a TO or may advise the applicant and support peer reviews if third party support is procured directly by the applicant. Environmental assessments should address the following 14 CFR Part 420.15(b) and NEPA requirements:

- Purpose and Need
- Proposed Actions
- Public Involvement
- Environmental Impacts (air quality, biological resources, climate, coastal resources, hazardous materials, solid waste, historical/cultural resources, land use, natural resources, noise impact, water resources etc.)

3.0 Spaceport Operations & Compliance Monitoring

ILS may provide the spaceport with personnel and materials to support user activities including but not limited to the following:

- Crew Training and Rehearsals (450.149; 150.155; 450.157)
- Readiness Reviews (450.147; 150.155; 450.159; 450.205; 450.213)
- Day of Launch (DoL) (450.141; 450.143)
- Day of Reentry (DoR) (450.147-450.169)
- Recovery Team Operations (450.161; 450.179-450.189)

This support also provides the spaceport operator with an independent means of monitoring the team's compliance with approved plans, processes, and procedures during licensed activities. Failure to maintain compliance with your license could result in suspension of activities or penalty fees.

4.0 Mishap Support

A mishap is defined as “any event, or series of events associated with a licensed or permitted activity resulting in any of the following:

- A fatality or serious injury (as defined in 49 CFR 830.2);
- A malfunction of a safety-critical system;
- A failure of the licensee's or permittee's safety organization, safety operations, safety procedures;
- High risk, as determined by the FAA, of causing a serious or fatal injury to any space flight participant, crew, government astronaut, or member of the public;
- Substantial damage, as determined by the FAA, to property not associated with licensed or permitted activity;
- Unplanned substantial damage, as determined by the FAA, to property associated with licensed or permitted activity;
- Unplanned permanent loss of a launch or reentry vehicle during licensed activity or permitted activity;
- The impact of hazardous debris outside the planned landing site or designated hazard area; or
- Failure to complete a launch or reentry as planned as reported in § 450.213(b).”

As part of the application process, the applicant will identify and document a Mishap and Emergency Response Plan. This typically includes the identification of an Interim Response Team and a Mishap Investigation Team. ILS personnel may be used to support these teams on a Time and Material basis.

5.0 Technical Integration & Control

In addition to licensing, ILS has developed additional templates with process flows that may be tailored by teams to address their specific organizations and tools. These templates, along with systems engineering support may be purchased separately, if desired:

- Stakeholder Management
- Requirements Management
- Configuration and Data Management
- Design Review
- Interface Management
- Hazard Management & Tracking
- Quality Management
- Technical Risk Management

These items are not explicitly required by the FAA for CFR compliance, however, are often used as supplemental artifacts to demonstrate process rigor and repeatability. These plans and processes should be defined and implemented sooner rather than later in the program lifecycle to have the most meaningful impact in preventing communication issues, gaps, and disconnects.

Task Order 01

Task Order Title	Launch Location Risk Assessment & Gap Analysis
Period of Performance	27 January 2026 – 27 March 2026
Type of Contract	Not-to-Exceed Time and Materials (NTE T&M)
Contract Value	NTE \$35,000
Payment Terms	Monthly NET 30
Scope	<p>The ILS Team shall perform a high-level assessment of the candidate launch site location to identify the following:</p> <ol style="list-style-type: none"> 1) Cost/schedule drivers and operational constraints that may impact the ability to obtain a spaceport site operator license in accordance with 14 CFR Part 420. 2) Cost/schedule drivers and operational constraints that may impact the ability to obtain a launch site user to obtain a launch license in accordance with 14 CFR Part 450. 3) Key interdependencies and deliverables needed from other MDC contractors. 4) Summarize pros/cons/deltas associated with a multi-user launch site or a private-use launch site. <p>The ILS team shall also review MDC's current Part 420 horizontal launch license application package for potential reuse.</p> <p>Note: This assessment does not include a formal flight safety risk analysis or expected casualty calculations. This assessment does not address reentry licensing.</p>
Tasks	<ol style="list-style-type: none"> 1) Define concept vehicle characteristics (1 suborbital; 1 orbital) 2) Perform quicklook of Flight Safety risk drivers and constraints: <ol style="list-style-type: none"> a) Generate flight corridor for a representative launch vehicle b) List of high-risk population centers impacted by the launch corridor c) Graphically depict notional hazard areas 3) Document Explosive Siting assumptions and overlay Quantity Distance (QD) arcs on notional site plan (e.g., google earth). 4) Perform quicklook of environmental review risk areas including: <ol style="list-style-type: none"> a) Review and summary of licensing/NEPA requirements for private use launch site vs. multi-use site. b) Review and summary of previous NEPA actions and environmental reviews if available (Boca Chica; Van Horn; SpaceX gulf landings). c) Summarize potential cost/schedule risk drivers. 5) Summarize other potential risk areas (e.g., policy review for overflight of non-U.S. territories) 6) Review current license application materials for reuse and continuity 7) Identify and summarize key interdependencies and deliverables needed from other MDC contractors (e.g., KBR) 8) Summarize pros/cons/deltas associated with a multi-user launch site or a private-use launch site. 9) Prepare and present preliminary and final versions of deliverables with MDC.
Required furnished items or data	<ol style="list-style-type: none"> 1) Property ownership, location and boundary information (e.g., KMZ file) 2) Site planning and launch location coordinates 3) Launch vehicle trajectory data and information (if available) 4) Current Part 420 horizontal launch license materials
Deliverables/Schedule	Preliminary 03/06/26

	<p>Final 03/20/25</p> <ol style="list-style-type: none"> 1) Launch Site Location Risk Assessment Report 2) Current License Application Gap Analysis/Recommendations 3) List of required information required by other sources 4) Summary of multi-user site vs private use site
Special terms and conditions/Assumptions	<ol style="list-style-type: none"> 1) This is a quicklook assessment to identify key risk areas that may require additional cost and budget considerations. The scope defined herein does not include the analyses or deliverables required for licensing. 2) This scope of work does not include formal consultations with FAA, EPA, or cooperating agencies. 3) This TO assumes no travel. 4) Completion of this TO assumes MDC will make data available electronically upon request. 5) Assumes all formal questions/comments from MDC will be received within 5 business days of receipt of the preliminary and final briefing packages.
Points of Contact	<p>Cheree Kiernan 350 Tangerine Ave. STE 5 Merritt Island, FL 32953 Office: 321-877-2206 Mobile: 321-830-2481 E-mail: cheree.kiernan@ilscorporation.com</p>

Task Order 01 Authorization to Proceed

Midland Development Corporation

Signature:

Title:

Date:

InterFlight Global

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A CONSULTANT SERVICES AGREEMENT WITH
INTERFLIGHT GLOBAL CORPORATION IN THE
AMOUNT OF \$225,000.00 FOR SERVICES RELATED
TO THE PROCUREMENT OF NEW TENANTS FOR
FACILITIES LOCATED AT THE SPACEPORT
BUSINESS PARK; AND AUTHORIZING PAYMENT
FOR SAID AGREEMENT**

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a consultant services agreement with InterFlight Global Corporation in the amount of \$225,000.00 for services related to the procurement of new tenants for facilities located at the Spaceport Business Park;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a consultant services agreement with InterFlight Global Corporation in the amount of \$225,000.00 for services related to the procurement of new tenants for facilities located at the Spaceport Business Park. Said agreement being in the form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay InterFlight Global Corporation in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Directors voting "AYE":

Directors voting “NAY”:

Chairman of the Midland
Development Corporation

ATTEST:

Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of January, 2026, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended (“*MDC*”), and INTERFLIGHT GLOBAL CORPORATION (“*COMPANY*”).

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide consulting services and deliverables (the “*services*”) in connection with procuring new tenants for City of Midland-owned properties located at Midland International Air & Space Port Business Park.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

1. MDC agrees to pay COMPANY in an amount not to exceed \$225,000.00 for the consulting services described in **Exhibit A**. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A**. The MDC Executive Director, or his/her designee, must approve all additional expenses and reimbursable expenses in advance. Within thirty (30) days of the date on which COMPANY’s invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC’s objection and the grounds thereof within fifteen (15) days of the date of receipt of the invoice, and the parties shall immediately make every effort to settle the disputed

Exhibit A

portion of the invoice. MDC in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

2. Expenses require pre-approval by the MDC Executive Director and will be invoiced separately. Expenses presented for reimbursement without pre-approval will be rejected. Additional travel, lodging, and other direct or incidental expense guidelines include the following:

- a. Privately-owned vehicle mileage will be reimbursed at the current GSA mileage rate;
- b. When mileage is charged, a mileage usage log or approved alternate method must be maintained to support the charge. If mileage usage log is submitted, it must include at a minimum travel dates, times, locations and mileage traveled;
- c. Car rental reimbursement will be limited to cost of full-sized vehicle, or SUV if multiple passengers, and necessary fuel;
- d. Airfare reimbursement will be limited to cost of economy class fares;
- e. Lodging reimbursement will be limited to the cost of standard rooms, upgrade expenses for studios and suites are not an allowable reimbursement expense;
- g. Tips for service, i.e. meals, and parking greater than 20% are not an allowable reimbursement expense; and
- h. Profit mark-ups are not allowable expense on other direct or incidental expenses.

ARTICLE IV. TERM

The term of this Agreement shall be from **March 1, 2026 until February 28, 2027**, unless the Project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

Notwithstanding MDC's right to exercise an immediate termination of this Agreement pursuant to Article VII.D, MDC may terminate this Agreement at will for no or any reason upon giving at least thirty (30) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

ARTICLE VII. CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS

A. Disclosure of Business Relationships and Investments. **COMPANY shall provide written disclosure to MDC of any existing or anticipated business relationship with or investment in any current or new business prospect introduced to MDC by COMPANY. Such disclosure shall include: (i) the nature of the business relationship and/or investment, including the specific services provided by COMPANY to the business prospect and vice versa; (ii) the nature of any financial investment held by COMPANY in the business prospect; and (iii) any other relevant information that may reasonably assist MDC in ascertaining the nature and extent of COMPANY's business relationship and/or investment in the business prospect.**

B. Inclusion of Affiliates and Entities Under Common Ownership. **For purposes of this Article, the term "COMPANY" shall include: (i) any parent company, subsidiary, or affiliate of InterFlight Global Corporation; and (ii) any other entity under common ownership of an owner, officer, member, or principal of InterFlight Global Corporation.**

C. Timing of Disclosure. **COMPANY shall provide the required written disclosure to MDC promptly upon the establishment of any such business relationship or investment, or upon becoming aware of the potential for such business relationship or investment.**

D. Acknowledgement of Obligations; Immediate Termination. **COMPANY acknowledges that the disclosure obligations set forth in this Article are material terms of this Agreement. Failure to comply with these obligations may result in immediate termination of this Agreement at no cost or penalty to MDC, and other remedies available to MDC at law or in equity.**

E. Confidentiality of Disclosures. **To the extent permitted by applicable law including the Texas Public Information Act, MDC agrees to treat all disclosures made under this Article as confidential; provided, however, that such confidentiality shall not prevent MDC from taking any action it deems necessary to address any conflict of interest or potential conflict of interest. This Article shall not be interpreted to limit or modify MDC's rights or obligations under the Texas Public Information Act.**

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

COMPANY shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name MDC as an additional insured on a claims occurred basis. MDC shall be provided the notice by COMPANY'S insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-

subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of MDC and policies that name the MDC as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, MDC's Executive Director, in her sole and absolute discretion, may modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ.*, AS AMENDED), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND

PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST MDC RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement

shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH,

PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF MDC, MDC'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN MDC SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS MDC AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

**THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION
OF THIS AGREEMENT.**

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to MDC: Executive Director
Midland Development Corporation
200 N. Loraine, Suite 610
Midland, Texas 79701

If to COMPANY: InterFlight Global Corporation
1434 Spruce Street, Suite 100
Boulder, Colorado 80302

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the MDC Chairman, or any other reasonable official of MDC, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within ninety (90) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and

the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, COMPANY'S failure to comply with the requirements herein shall perpetually bar COMPANY'S claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if MDC has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable. The provisions of this Section shall survive the termination of this Agreement.

J. Prompt Pay Act. MDC and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

K. Compliance. COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not

discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to MDC for the duration of the contract; (ii) promptly provide to MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to MDC.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on MDC is hereby made void and of no force or effect. MDC's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this

Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

_____, Chairman

ATTEST:

_____, Secretary

[Signature Page Follows]

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public, State of _____

EXHIBIT A. FIXED FIRM PRICE OVERVIEW – ALL ELEMENTS

Project Task List and Price:

PROJECT NAME: MIDLAND AIR AND SPACEPORT BUSINESS DEVELOPMENT		2026
	PROJECT ACTIVITY	FIXED FIRM PRICE
Element 1	STRATEGIC-BUSINESS PLAN REVIEWS AND UPDATES	\$22,500
1.1	Marketing, Communications and Economic Development Plan Execution	
1.2	Spaceport Strategic and Business Plan Aligned with Midland Airport Master Plans	
1.3	Workshop Design / Integration MAF Master- W/Master, Business & Marketing Plan	
Element 2	FAMILIARIZATION (FAM) TRIPS (MINIMUM 3)	\$47,500
2.1	Fam Trips to bring potential tenants, businesses and relationships to the Spaceport Business Park	
2.2	Organization and execution of Fam Trips	
2.3	Identification, Selection, Capture and Closing of new Tenants and Customers for Spaceport and Business Park	
2.4	Three to four Fam Trips per year, with multiple invitees each, 3-day span	
2.5	Follow ups from Fam Trips- Retention and Closing support to MDC	
Element 3	INTERNATIONAL OUTREACH MODULE	\$15,000
3.1	Foreign Country outreach, specific international insourcing and support	
Element 4	MDC REPRESENTATION YEAR-ROUND	\$67,500
3.1	Multiple Trips to represent MDC, e.g. Commercial Spaceflight Federation in Washington DC	
3.2	Strategic Relationships Building- Economic Development (Tenants)	
3.3	Strategic Relationships Building-Regulatory, Legislative and PPP (CSF, GSA, FAA, DOT/C/D)	
Element 5	HIGH SPEED AEROSPACE TRANSPORTATION (HSAT) WORKSHOP	\$72,500
4.1	Organization, arrangement and execution of HSAT Workshop	
4.2	Alignment with MAF General Business Dev Mission/Vision/Values Statements	
4.3	Workshop Design and Integration MAF Master-Business Plan	
4.4	Workshop Contents-Leading to sales, leasing and investment in MAF	
4.5	Workshop Marketing Collaterals, Promotion and PR	
4.6	Final Preparations-Logistics	
4.7	Post Workshop Reports and Materials to Attendees and MAF, and Follow Ups	
4.8	Meetings/Workshop Delivery	
4.9	Production Costs - e.g. year-round marketing/strategic alignment with MDC interests, paid travel for key influencers, thought leaders and guest speakers to enhance the event	
4.10	Marketing, Communications and PR Costs-Included	
TOTAL COST		\$225,000

Income Statement

MIDLAND DEVELOPMENT CORPORATION
INCOME STATEMENT FOR THE 2 MONTHS ENDED
November 30, 2025

	Nov-25	YTD	Budgeted Amount
Revenue	\$1,583,665.31	\$3,121,341.87	\$16,195,908.00
40100 - State Sales Tax	\$1,393,146.01	\$2,827,722.24	\$15,000,000.00
40600 - Public ROW Use Fees	\$0.00	\$0.00	\$0.00
43000 - Interest	\$18,000.00	\$18,000.00	\$0.00
43010 - Interest - Nonpooled Invest	\$69,418.97	\$69,418.97	\$0.00
47005 - Government Contributions	\$0.00	\$0.00	\$0.00
46190 - Miscellaneous Rentals	\$103,100.33	\$206,200.66	\$1,195,908.00
48480 - Reimbursement of Budget Exp	\$0.00	\$0.00	\$0.00
49112 - Incr/Decr In Fair Value of Inv	\$0.00	\$0.00	\$0.00
4235150 - Midland Dvlpmt Corp Revenue	\$1,583,665.31	\$3,121,341.87	\$16,195,908.00

Expense	\$355,727.91	\$761,029.82	\$16,195,908.00
51010 - Base Salary	\$34,369.31	\$68,739.17	\$509,886.00
51090 - Fica MDC Portion	\$2,629.27	\$5,258.58	\$41,810.00
51110 - Health Insurance	\$6,723.02	\$9,517.11	\$49,200.00
51135 - ACCE Profit Sharing	\$1,819.44	\$2,503.87	\$35,692.00
52010 - Office Supplies	\$26.00	\$848.00	\$9,940.00
52110 - Motor Vehicle Supplies	\$1,387.35	\$1,387.35	\$1,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$0.00	\$2,000.00
52155 - Minor Computer Hrdwre & Periph	\$0.00	-\$194.84	\$5,000.00
52160 - Computer Software & Supplies	\$144.43	\$19,530.44	\$40,000.00
52620 - Postage	\$13.25	\$13.25	\$500.00
53010 - Communication	\$1,178.91	\$2,339.80	\$17,000.00
53030 - Light & Power	\$7.64	\$15.28	\$150.00
53110 - Insurance-External	\$0.00	\$110,962.40	\$150,000.00
53212 - Equipment Rental-External	\$152.47	\$1,136.81	\$5,000.00
53220 - Advertising	\$25,852.52	\$71,296.86	\$300,000.00
53370 - Grounds Maintenance	\$4,010.38	\$6,495.38	\$40,000.00
53405 - Software Maintenance	\$1,866.63	\$3,733.26	\$22,000.00
53440 - External Audit Fees	\$0.00	\$0.00	\$45,000.00
53450 - Consulting Fees	\$26,041.67	\$92,083.34	\$450,000.00
53510 - Travel & Entertainment	\$4,285.92	\$4,732.88	\$20,000.00
53520 - Dues & Subscriptions	\$857.00	\$5,919.56	\$20,000.00
53530 - Training,Registration Fees,Etc	\$100.00	\$790.00	\$10,000.00
53905 - Economic Development Incentive	\$0.00	\$0.00	\$905,101.00
53907 - Business Recruitment & Retentn	\$13,431.80	\$18,237.97	\$150,000.00
53909 - Prior Year Committed Incentives	\$176,393.93	\$180,617.93	\$11,061,187.00
53920 - Rent	\$6,256.76	\$12,513.52	\$73,128.00
54010 - Building Maintenance	\$3,545.78	\$8,579.59	\$50,000.00
55120 - Maint. - Instruments & Appara.	\$124.93	\$443.81	\$5,700.00
56188 - MOTRAN	\$0.00	\$0.00	\$142,500.00
56202 - General Fund Services	\$44,509.50	\$133,528.50	\$534,114.00
56995 - Project Non Capital - Promotions	\$0.00	\$0.00	\$1,500,000.00
235235 - Midland Development Corp	\$355,727.91	\$761,029.82	\$16,195,908.00

November 2025 Net Income: **\$1,227,937.40**

Year-to-Date Net Income: **\$2,360,312.05**

Balance Sheet

MIDLAND DEVELOPMENT CORPORATION
BALANCE SHEET FOR THE PERIOD ENDED
November 30, 2025
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	47,432,266	
Investments	-	
Sales tax receivable	-	
Prepaid expenses	134,721	
Accounts receivable	132,200	
		47,699,187

Non-Current Assets

Capital Assets, net	26,432,611	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	6,579	
Total Forgivable Loans	6,579	
		26,439,190

Total Assets \$ 74,138,378

LIABILITIES AND NET POSITION

Liabilities

Accounts payable	278,557	
Retainage Payable	130,200	
Capital Leases payable	523,818	
Commitments payable		
Due within one year	16,114,006	
Due in more than one year	52,037,428	
Total Commitments Payable	68,151,434	
		69,084,010

Net Position

Net investment in capital assets	26,432,611	
Restricted for Forgivable Loans	6,579	
Restricted for Capital Leases	523,818	
Promotions	2,887,065	
Unrestricted	(24,795,705)	
		5,054,368

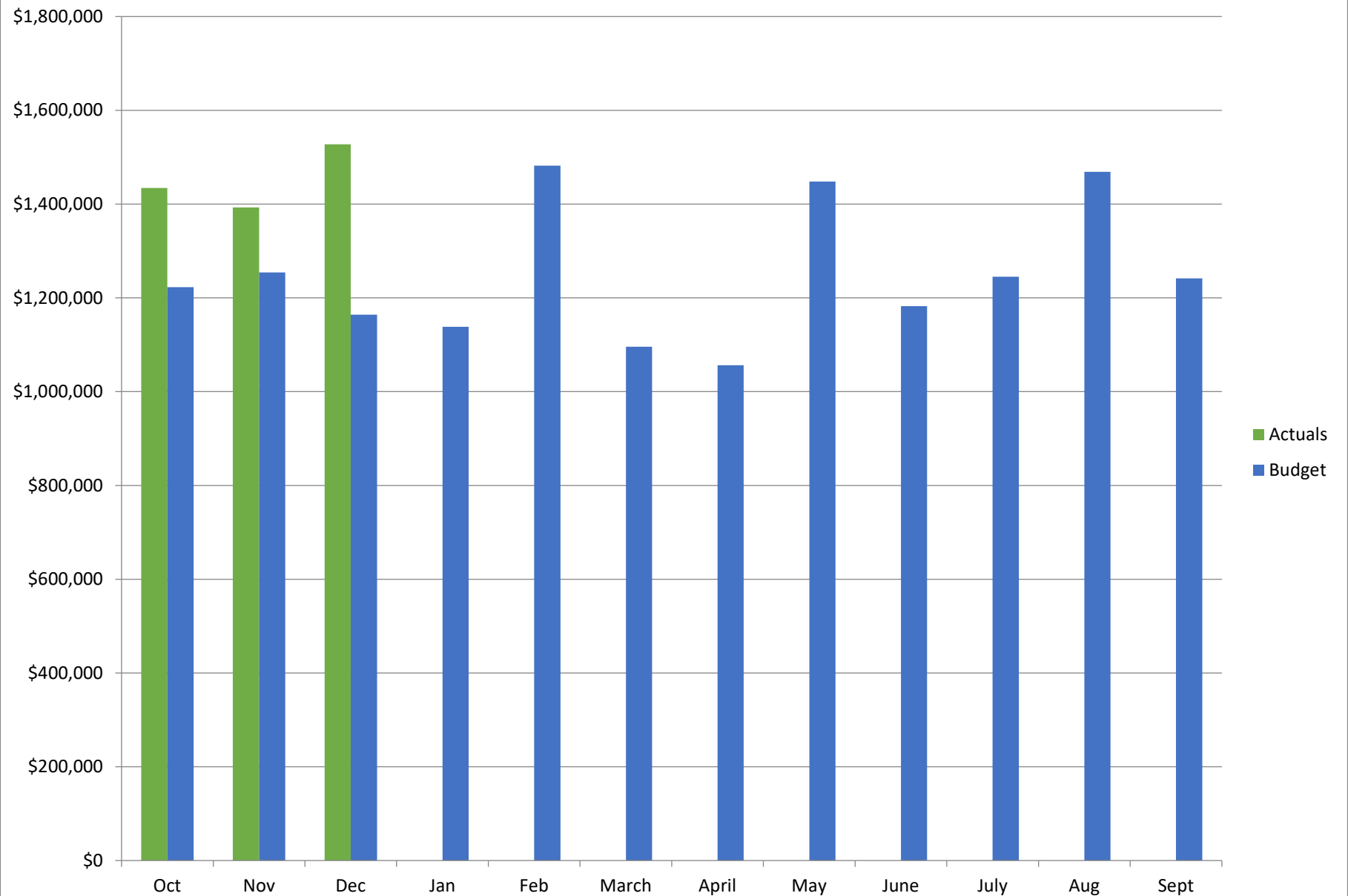
Total Liabilities and Net Position \$ 74,138,378

Sales Tax Revenue

Sales Tax Variance

	2023-2024	2024-2025	% Change	2024-2025	2025-2026	% Change	YTD Change
October	\$1,376,937.05	\$1,339,067.34	-2.75%	\$1,339,067.34	\$1,434,576.23	7.13%	7.13%
November	\$1,526,083.42	\$1,439,817.92	-5.65%	\$1,439,817.92	\$1,393,146.01	-3.24%	1.76%
December	\$1,363,408.12	\$1,405,626.04	3.10%	\$1,405,626.04	\$1,527,711.02	8.69%	4.08%
January	\$1,290,650.15	\$1,352,302.16	4.78%	\$1,352,302.16			
February	\$1,673,418.77	\$1,662,116.28	-0.68%	\$1,662,116.28			
March	\$1,191,145.36	\$1,349,307.23	13.28%	\$1,349,307.23			
April	\$1,226,873.37	\$1,253,723.43	2.19%	\$1,253,723.43			
May	\$1,474,708.24	\$1,711,737.58	16.07%	\$1,711,737.58			
June	\$1,350,292.64	\$1,276,629.36	-5.46%	\$1,276,629.36			
July	\$1,404,616.05	\$1,387,548.82	-1.22%	\$1,387,548.82			
August	\$1,598,380.46	\$1,557,782.82	-2.54%	\$1,557,782.82			
September	\$1,298,093.07	\$1,496,146.41	15.26%	\$1,496,146.41			
Annual Total	\$16,774,606.70	\$17,231,805.39	2.73%	\$17,231,805.39	\$4,355,433.26		

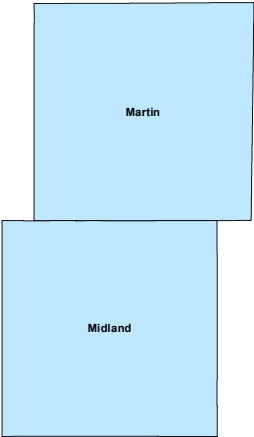
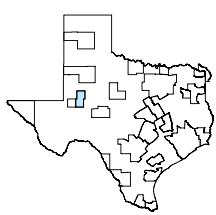
Sales Tax Actuals vs Budget Estimates



Activity Report

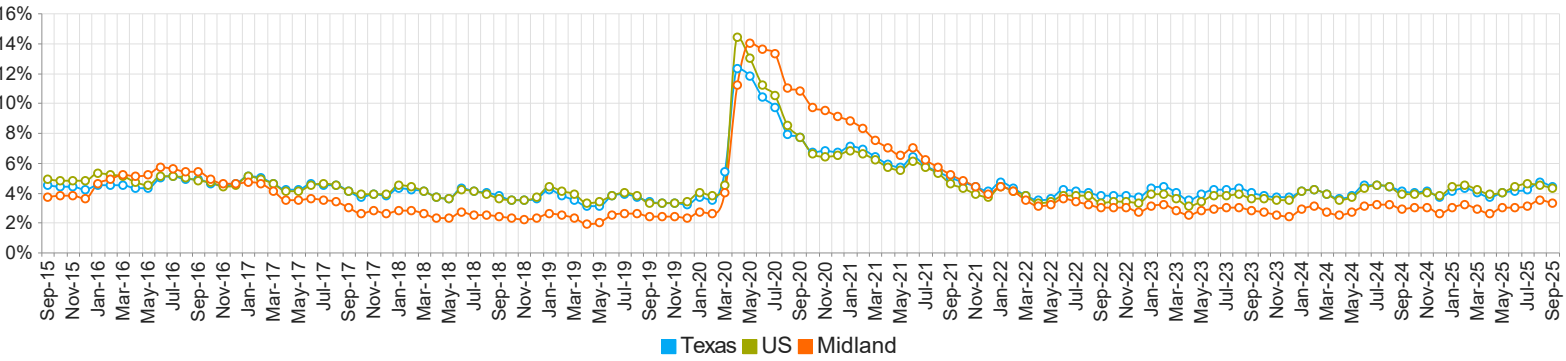
Midland MSA

September 2025

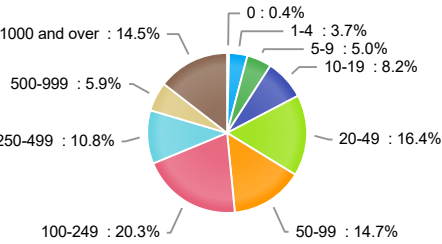


MSA Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	106,791	106,696	104,961	1,830
Employed	103,239	102,922	101,884	1,355
Unemployed	3,552	3,774	3,077	475
Unemployment Rate	3.3%	3.5%	2.9%	0.4%
Texas Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	15,966,295	15,885,423	15,725,337	240,958
Employed	15,257,506	15,144,991	15,080,090	177,416
Unemployed	708,789	740,432	645,247	63,542
Unemployment Rate	4.4%	4.7%	4.1%	0.3%
US Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	171,217,000	171,035,000	168,569,000	2,648,000
Employed	163,894,000	163,288,000	162,046,000	1,848,000
Unemployed	7,324,000	7,747,000	6,524,000	800,000
Unemployment Rate	4.3%	4.5%	3.9%	0.4%

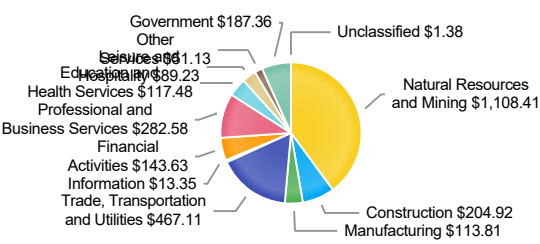
Historical Unemployment Rates



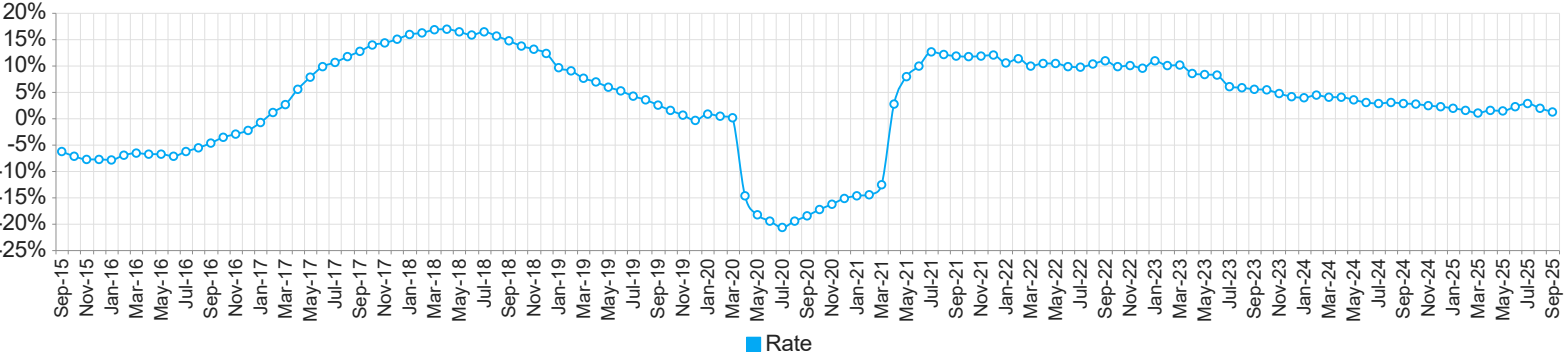
Employment by Size Class (2nd Quarter 2025)



Wages by Industry (in millions) (2nd Quarter 2025)



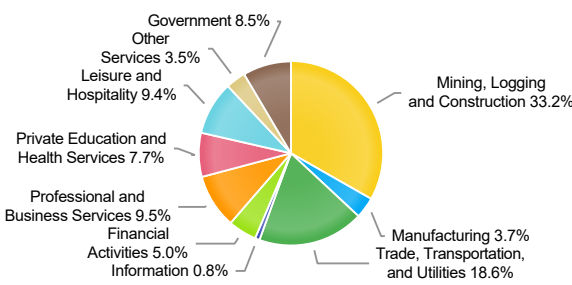
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (September 2025)

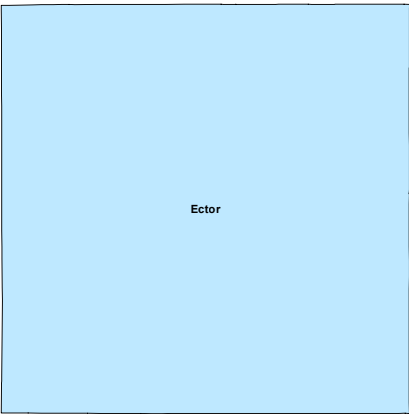
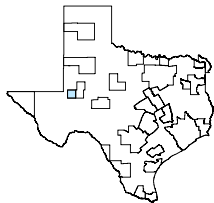
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	127,000	-0.2%	1.2%
Mining, Logging and Construction	42,200	-0.2%	0.0%
Manufacturing	4,700	0.0%	0.0%
Trade, Transportation, and Utilities	23,600	-0.4%	2.6%
Information	1,000	0.0%	0.0%
Financial Activities	6,400	0.0%	1.6%
Professional and Business Services	12,100	0.8%	2.5%
Private Education and Health Services	9,800	1.0%	3.2%
Leisure and Hospitality	12,000	-0.8%	2.6%
Other Services	4,400	0.0%	0.0%
Government	10,800	-0.9%	-0.9%

Employment by Industry (September 2025)



Odessa MSA

September 2025



MSA Labor Force Statistics

	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	89,231	88,261	87,432	1,799
Employed	85,603	84,517	84,322	1,281
Unemployed	3,628	3,744	3,110	518
Unemployment Rate	4.1%	4.2%	3.6%	0.5%

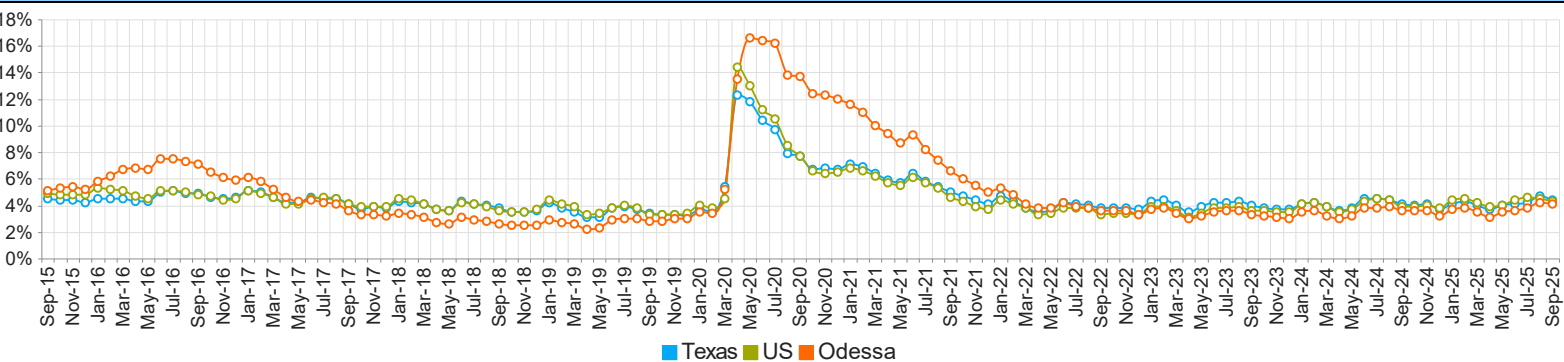
Texas Labor Force Statistics

	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	15,966,295	15,885,423	15,725,337	240,958
Employed	15,257,506	15,144,991	15,080,090	177,416
Unemployed	708,789	740,432	645,247	63,542
Unemployment Rate	4.4%	4.7%	4.1%	0.3%

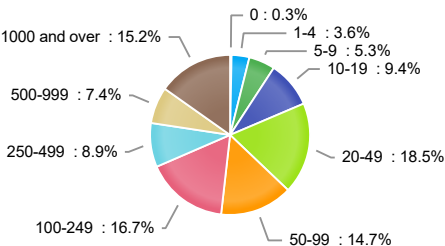
US Labor Force Statistics

	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	171,217,000	171,035,000	168,569,000	2,648,000
Employed	163,894,000	163,288,000	162,046,000	1,848,000
Unemployed	7,324,000	7,747,000	6,524,000	800,000
Unemployment Rate	4.3%	4.5%	3.9%	0.4%

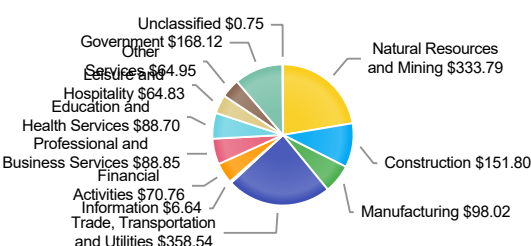
Historical Unemployment Rates



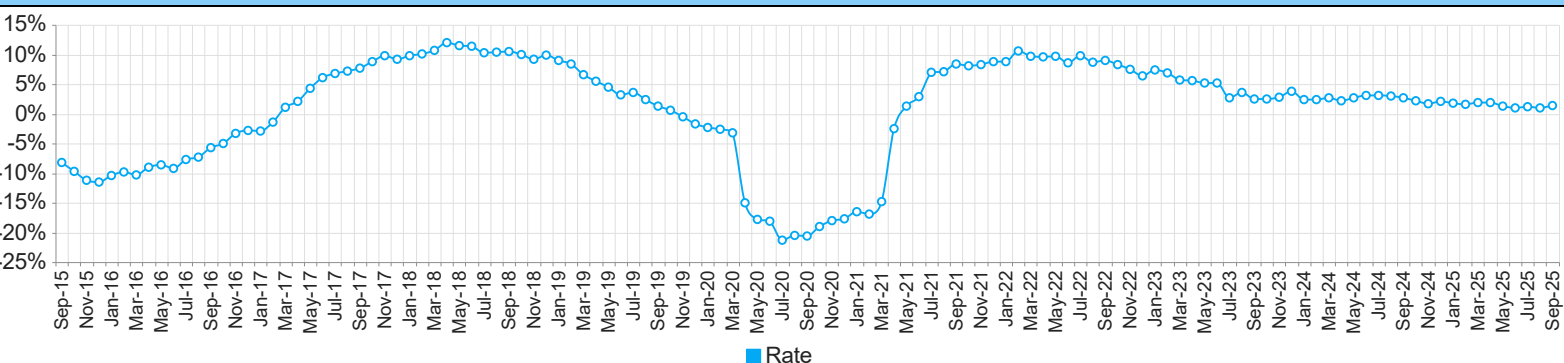
Employment by Size Class (2nd Quarter 2025)



Wages by Industry (in millions) (2nd Quarter 2025)



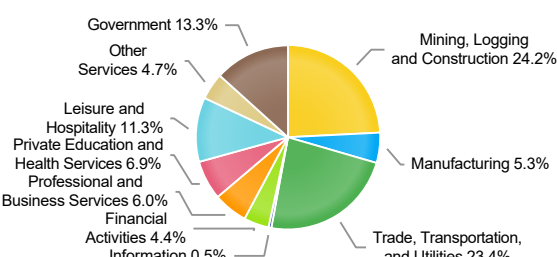
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (September 2025)

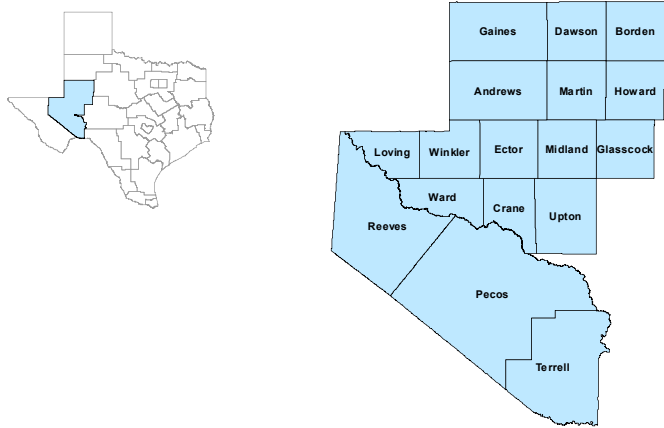
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	84,300	1.1%	1.4%
Mining, Logging and Construction	20,400	0.5%	3.0%
Manufacturing	4,500	0.0%	0.0%
Trade, Transportation, and Utilities	19,700	-0.5%	-0.5%
Information	400	0.0%	0.0%
Financial Activities	3,700	0.0%	0.0%
Professional and Business Services	5,100	0.0%	0.0%
Private Education and Health Services	5,800	0.0%	1.8%
Leisure and Hospitality	9,500	-1.0%	1.1%
Other Services	4,000	0.0%	0.0%
Government	11,200	9.8%	4.7%

Employment by Industry (September 2025)



Permian Basin Workforce Development Area

September 2025



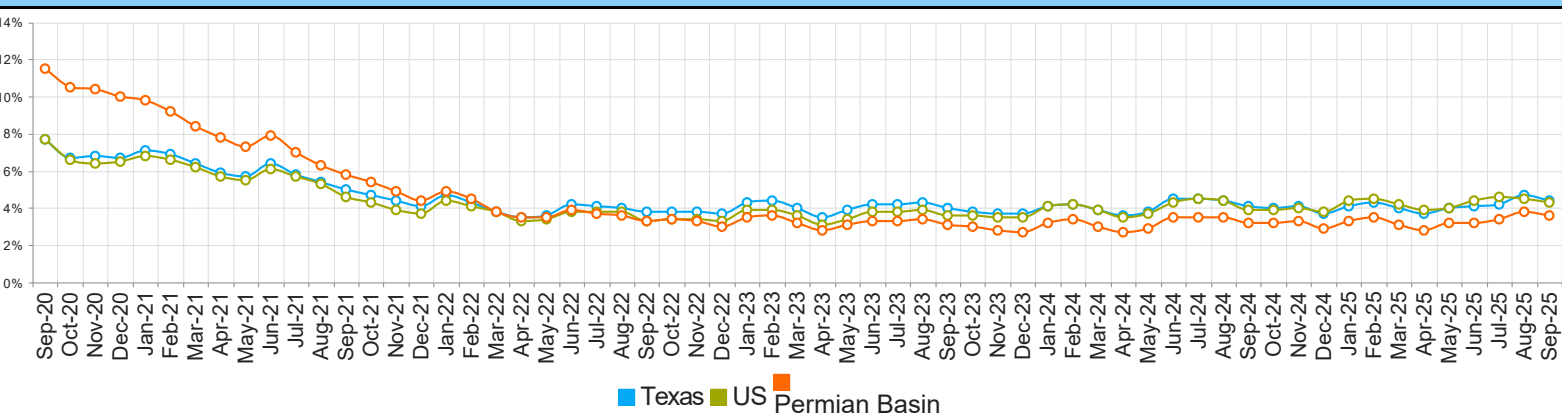
WDA Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	265,957	264,924	259,784	6,173
Employed	256,363	254,831	251,426	4,937
Unemployed	9,594	10,093	8,358	1,236
Unemployment Rate	3.6%	3.8%	3.2%	0.4%

Texas Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	15,966,295	15,885,423	15,725,337	240,958
Employed	15,257,506	15,144,991	15,080,090	177,416
Unemployed	708,789	740,432	645,247	63,542
Unemployment Rate	4.4%	4.7%	4.1%	0.3%

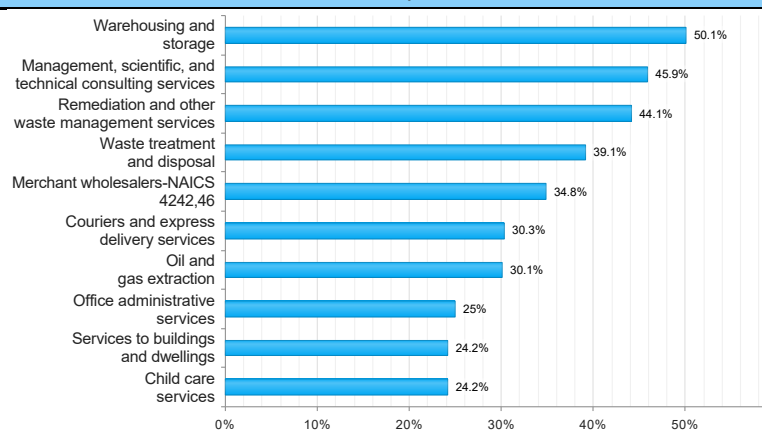
US Labor Force Statistics				
	Sep-25	Aug-25	Sep-24	Yearly Change
Civilian Labor Force	171,217,000	171,035,000	168,569,000	2,648,000
Employed	163,894,000	163,288,000	162,046,000	1,848,000
Unemployed	7,324,000	7,747,000	6,524,000	800,000
Unemployment Rate	4.3%	4.5%	3.9%	0.4%

Continued Claims for the Week of the 12th				
	Sep-25	Aug-25	Sep-24	Yearly Change
WDA	1,649	1,710	1,306	343
Texas	129,753	140,132	118,534	11,219

Historical Unemployment Rates



Projected Top Ten Fastest Growing Industries in WDA (% Growth 2022-2032)



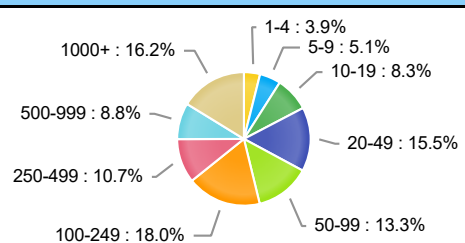
Average Weekly Wage (2nd Quarter 2025)

	Q2 2025	Q1 2025	Q2 2024	Quarterly Change	Yearly Change
WDA	\$1,557	\$1,710	\$1,532	\$-153	\$25
Texas	\$1,422	\$1,586	\$1,380	\$-164	\$42
US	N/A	\$1,589	\$1,389	N/A	N/A

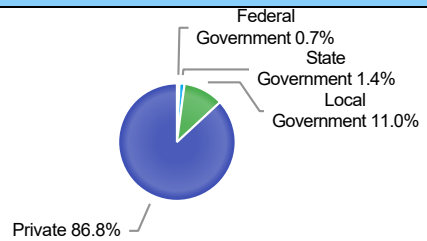
Employment by Industry (2nd Quarter 2025, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	56,567	21.2%	-0.1%	-1.1%
Construction	24,242	9.1%	1.8%	3.4%
Manufacturing	10,964	4.1%	-0.1%	1.0%
Trade, Transportation and Utilities	56,530	21.2%	0.5%	2.3%
Information	1,901	0.7%	1.4%	9.2%
Financial Activities	11,942	4.5%	1.0%	1.5%
Professional and Business Services	19,216	7.2%	1.4%	-0.3%
Education and Health Services	42,135	15.8%	-3.1%	2.2%
Leisure and Hospitality	27,270	10.2%	3.9%	1.0%
Other Services	8,863	3.3%	15.0%	14.7%
Public Administration	7,336	2.7%	3.0%	3.7%

Employment by Size Class (2nd Quarter 2025)



Employment by Ownership (2nd Quarter 2025)



Employment by Industry (2nd Quarter 2025)

