

CONSULTING AGREEMENT

This Agreement is made effective as of November 1, 2008, by and between Mulberry Corridor Landowners Association Airpark Village LLC both of 1593 S. Jamaica St, Aurora, Colorado 80012, and Pat Maher, consultant of _____, Fort Collins, Colorado 80524.

In this Agreement, the party who is contracting to receive services shall be referred to as "MCOA", and Pat Maher who will be providing the services shall be referred to as "Director".

Director has a background in District management and is willing to engage in the quest for growing MCOA membership and establishing a Metro District at Airpark Village of which MCOA will participate based on this background.

MCOA desires to have services provided by Maher and commits up to \$1,000 per month for 6 months for completion of the services described in Paragraphs 1, below and Airpark Village commits \$500 per month for a period of 6 months. Monthly invoices will be emailed by mid month and paid within 1 week of receipt. Each month a task list will be negotiated between the parties for the next month

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on November 1, 2008, Director will provide part time services in Ft Collins for both projects. Said services to include the supply-side services described as follows:

For MCOA

1. Invoice and Accounting
2. Conduct email dialogs with key people
3. Arrange monthly meetings
4. Search for additional Funding
5. Increase membership

For Airpark Village

- a. Financing Plan
Director will collaborate on financing planned by the Metro District.
- b. Lobby the City
Director will use his best efforts to sell the "Metro District"
- c. Speak at Public meetings
Director will give testimony at City Council meetings regarding the financial plan

2. PERFORMANCE OF SERVICES THEREAFTER. Director may submit a proposal for additional work including a schedule of activities.

3. OTHER COMPENSATION. Airpark Village and MCOA will support a proposal to the City of Ft Collins for matching funds to manage the integration of the Flood Channel and the Metro District to pay for it into one project.

4. EXPENSE REIMBURSEMENT. Director shall be entitled to reimbursement from MCOA for all "out-of-pocket" expenses approved by Goff in advance.

5. APPROVAL FOR EXTENSION. Director, Airpark Village and MCOA recognize that Director's Services may be required for additional time when the property is in the improvement phase. In this next phase Director will receive new tasks to perform and obtain the written approval of MCOA prior to the commencement of a new project.

6. TERM/TERMINATION. This Agreement shall be effective until April 30, 2009 and shall not automatically renew for a successive term. Upon notice by Goff to Director, either party may provide a 15 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Director is an independent contractor with respect to MCOA and Airpark Village, and not an employee of either one. Neither will provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Director.

8. DISCLOSURE. Director is required to disclose any outside activities or interests related to doing work or participating in the development of any adjacent land that conflict or may conflict with the best interests of MCOA or Airpark Village.

9. EMPLOYEES. Director's employees or sub consultants, if any, who perform services for MCOA under this Agreement shall also be bound by the provisions of this Agreement. At the request of MCOA, Director shall provide adequate evidence that such persons are Director's employees or sub consultants.

10. INTELLECTUAL PROPERTY. There is no Intellectual property associated with this agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, Director shall deliver all records, data, maps and equipment of any nature that are in Director's possession or under Director's control and that are MCOA's property or relate to MCOA's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Goff:
Airpark Village
1593 S Jamaica St
Aurora, Colorado 80012
lloydgoff@hotmail.com

If for Director:

Pat Maher
2121 Chesapeake Dr
Fort Collins, CO. 80524
usafa69@aol.com

If for MCOA
John Sinnett

Fort Collins, CO. 80524

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.

Party receiving services:
Airpark Village MCOA

By: _____
Lloyd Goff Airpark Village LLC

By: _____
John Sinnett President MCOA

By: _____
Pat Maher