

## ***TEXAS INTRASTATE CROWDFUNDING CONSULTATION***

This Agreement is made effective as of February 01, 2016, by and between The City of Mesquite Texas, of 757 North Galloway Avenue, Mesquite, Texas 75149, and L.W. Dusty Brogdon, of P.O. BOX 953, Prosper, Texas 75078.

In this Agreement, the party who is contracting to receive services shall be referred to as "The City of Mesquite Texas", and the party who will be providing the services shall be referred to as "L.W. Dusty Brogdon".

L.W. Dusty Brogdon has a background in Texas Intrastate Crowdfunding and is willing to provide services to The City of Mesquite Texas based on this background.

The City of Mesquite Texas desires to have services provided by L.W. Dusty Brogdon.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on February 01, 2016, L.W. Dusty Brogdon will provide the following services (collectively, the "Services"): Services will include, but not be limited to creating and establishing a Texas Crowdfunding Portal (TCP) which will conform to all Texas State Securities Commission Rules and Guidelines. City of Mesquite staff training necessary related to this project, solicitation exposure assistance of qualified targets for placement on the City's TCP, by means of Internet Webinars, City Staff meetings, Chamber of Commerce events and any ancillary duties necessary for the programs success. Individual issuers' business documents and necessary structuring of any offer will be negotiated and paid for by the issuer direct. Some of these services may be contracted to additional outside ancillary providers as this consultant deems necessary and proper.

L.W. Dusty Brogdon hereby agrees to provide and perform for The City of Mesquite Texas those services set forth in Exhibit A.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by L.W. Dusty Brogdon shall be determined by L.W. Dusty Brogdon. The City of Mesquite Texas will rely on L.W. Dusty Brogdon to work as many hours as may be reasonably necessary to fulfill L.W. Dusty Brogdon's obligations under this Agreement.

**3. PAYMENT.** The City of Mesquite Texas will pay a fee to L.W. Dusty Brogdon for the Services in the amount of \$50,000.00. This fee shall be payable in a lump sum 50% at initiation of agreement and the balance over 6 months.

**4. EXPENSE REIMBURSEMENT.** L.W. Dusty Brogdon shall be entitled to reimbursement from The City of Mesquite Texas for all "out-of-pocket" expenses.

**5. SUPPORT SERVICES.** The City of Mesquite Texas will provide the following support services for the benefit of L.W. Dusty Brogdon: office space and TCP Portal Hosting.

**6. NEW PROJECT APPROVAL.** L.W. Dusty Brogdon and The City of Mesquite Texas recognize that L.W. Dusty Brogdon's Services will include working on various projects for The City of Mesquite Texas. L.W. Dusty Brogdon shall obtain the approval of The City of Mesquite Texas prior to the commencement of a new project.

**7. TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 Days days written notice to the other party.

**8. RELATIONSHIP OF PARTIES.** It is understood by the parties that L.W. Dusty Brogdon is an independent contractor with respect to The City of Mesquite Texas, and not an employee of The City of Mesquite Texas. The City of Mesquite Texas will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of L.W. Dusty Brogdon.

**9. DISCLOSURE .** L.W. Dusty Brogdon is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of The City of Mesquite Texas. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- Ancillary documents and offer structuring

**10. EMPLOYEES.** L.W. Dusty Brogdon's employees, if any, who perform services for The City of Mesquite Texas under this Agreement shall also be bound by the provisions of this Agreement.

**11. INDEMNIFICATION.**

The City of Mesquite Texas agrees to indemnify and hold harmless L.W. Dusty Brogdon from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against L.W. Dusty Brogdon that result from the acts or omissions of The City of Mesquite Texas, The City of Mesquite Texas's employees, if any, and The City of Mesquite Texas's agents.

**12. OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of The City of Mesquite Texas are the property of L.W. Dusty Brogdon.

**13. 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 The City of Mesquite Texas:

The City of Mesquite Texas  
Tom Palmer  
Manager  
757 North Galloway Avenue  
Mesquite, Texas 75149

IF for L.W. Dusty Brogdon:

L.W. Dusty Brogdon  
L.W. Dusty Brogdon  
Principal  
P.O. BOX 953  
Prosper, Texas 75078

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**14. 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.

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

**16. 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.

**17. 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.

**18. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

**19. INTERRUPTION OF SERVICE.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edicts, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. Except for mandatory services set forth in Exhibit 1, in the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

**20. ASSIGNMENT.** L.W. Dusty Brogdon agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of The City of Mesquite Texas with, or its merger into, any other corporation, or the sale by The City of Mesquite Texas of all or substantially all of its properties or assets, or the assignment by The City of Mesquite Texas of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

**21. SIGNATORIES.** This Agreement shall be signed on behalf of The City of Mesquite Texas by Tom Palmer, Manager and on behalf of L.W. Dusty Brogdon by L.W. Dusty Brogdon, Principal and effective as of the date first above written.

This Consulting Agreement is executed and agreed to by:

*L.W. Dusty Brogdon*

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L.W. Dusty Brogdon  
dustywest2012@outlook.com  
January 28, 2016 at 10:52 am  
Recorded at IP 72.47.4.244

**Waiting for signature**

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L.W. Dusty Brogdon