

# MARK SMITH

PUBLIC AFFAIRS

## CONSULTING AGREEMENT

By this Agreement entered into the 19<sup>th</sup> day of July 2024 between Mark A. Smith (hereinafter designated as the “Consultant”) and Horizon City Economic Development Corporation (hereinafter designated as the “Client”), the services of the Consultant are retained by the Client pursuant to the following terms and conditions:

### 1. Scope of Engagement

Consultant will engage with the Texas Land Commissioner and key Senior Staff of the Texas General Land Office on behalf of the Horizon City Economic Development Corporation to facilitate strategic land sales and master planned development. Services provided:

- 1) Engage with the Texas Land Commissioner and key Senior Staff of the Texas General Land Office to facilitate strategic State land sales and master planned development;
- 2) Manage strategic meetings and communications with the Texas Land Commissioner and Senior Staff for Client;
- 3) Consultant will report on an as-needed basis with Client throughout the duration of the Agreement; and
- 4) Consultant and Client will retain confidentiality during the term of this Agreement.
- 5) Coordinate and secure in-person meeting(s) with Texas Land Commissioner and Senior Staff for Client.
- 6) Consultant shall coordinate in-person meeting(s) within the Term however, Consultant shall provide a 10-business day lead period to allow for the Client to coordinate travel and lodging.

### 2. Term

The Agreement will commence on the 16<sup>th</sup> day of September 2024 and end the 16<sup>th</sup> day of October 2024 with the opportunity to renew upon mutual agreement between Client and Consultant. Either party may terminate this Agreement with or without cause upon 0 days’ prior written notice to the other party.

### 3. Fees

In consideration of the foregoing services, the Client agrees to pay the Consultant a Flat Fee via electronic transfer of \$6,000.00 USD; \$2,000.00 due and payable upon execution of letter; second installment of \$2,000.00 when Consultant secures in-person meeting; third installment due and payable on October 11, 2024. Consultant shall be comprised of Mark A. Smith.

Experience

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Integrity

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### 4. Notices

Any notices under this Agreement are to be delivered in writing to the parties at their respective addresses listed below.

### 5. Amendments in Writing

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

### 6. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Texas. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

In witness whereof, the parties have executed this agreement.

Mark Smith Public Affairs  
11900 Jollyville Rd. PMB No. 203832  
Austin, Texas 78720

\_\_\_\_\_  
Mark A. Smith, Founder

Date: \_\_\_\_\_, 2024

Horizon City Economic Development Corporation  
287 S. Darrington, Ste 1  
Horizon City, Texas 79928

\_\_\_\_\_  
Eduardo Garcia, Executive Director

Date: \_\_\_\_\_, 2024

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