



The management team has changed several times as many of our old guard from Disney have deid during the long course of the project. Lloyd Goff has always been the leader of about 10 compnies and individuals who have worked the project partime for more than 15 years. It was interuped for about 6 year as a test site called Airpark Village became the focus. Over 19 companies worked this project to create an R&D Campus with Skyways as a one mile centerpiece. Beside Goff the longest working partner was kent Bingham who managed the former Disney people working on Skyways. Kent died unexectedly over a year ago and left a hole in the team. I plan to give his 10% share to 5 individuals who will be responsible for development and of some of the technologies the project will integrate.



[Lloyd Goff](#) Managing member responsible for administration, accounting, planning, funding and marketing to a Contsorium

Bingham Labs Kent had a 10% share that will be divided between 5 individuals yet to be deturmined. Each will be assigned a specific development area such as fiber optics



Ron Powers- Responsible for prototype vehicles and the intergation for a variety of cabins with the chassis. Ron will manage develoment of the test track. Vehicle Production/Assembly as well as the manufacturing facility necessary to produce these composites. Ron, through his design company PDI, has become the largest, privately owned, vehicle design/development company nationally and internationally over the last 30+ years. His client list includes NASA, Boeing & McDonnell Douglas Aerospace, GM, Ford, Chrysler, Toyota, Amtrak, Motive Power/Westinghouse Rail, GM Electromotive Rail, and Heavy-Duty Trucks, Recreational Vehicles as well as many of our transit competitors. [Resume](#)



Mike Barrett Guideway structural and civil engineering, collaboration with concrete forms companies on cost control. Mike Barrett was a principle at Martin and Martin engineers and has experience in the structural engineering for building railroads, highways, and high-rise buildings. He will receive 4% of the ownership and his regular hourly consulting rate for preliminary design/ & engineering work on the coordination and administration of all Guideway professional services including planning, design and engineering.



Daren Dozier- The lab manager responsible for the 1/10 scale model and integrating it with operating software for comand and control. He will also work social media and grow a Virtual Reality conferencing capability (VRTV)



Mary Orland will be in charge of contract compliance, reporting to State and federal agencies and new sources of revenues such as grants. She is a mortgage broker with a degree in law and a concert pianist.



Mona Kalin is the office manager responsible for reception, daily log, calender, office vendors, food delivery and cleaning

Tracey White is responsible for illustrations, animation and Virtual Reality. His work will be partime as needed.

TYPICAL CONSULTING AGREEMENT

Each worker will sign such an agreement prior to receiving any pay.

This Agreement is made effective as _____, 2019, by and between Smartskyways (Goff Management), of 715 S. Alton Way #10-d Denver, CO.80247, and Daren Dozier of 2904 S. Pierce St. Denver, CO. 80227. In this Agreement, the party who is contracting to receive services shall be referred to as "GM", and the party who will be providing the services shall be referred to as "Dozier". GM is establishing Smartskyways LLC (referred to as LLC) with prospective investors and will be the manager. When this LLC company is funded, this contract will apply it as well and eventually be converted to ownership in the LLC

Dozier has a background in Crypto Currency, design visualization and computer services and is willing to provide services to GM, based on this background. GM desires to have services provided by Dozier. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on _____, 2019, Dozier will provide the following services (collectively, the "Services"):

* Foremost among the services to be provided by Dozier is to establish a Crypto Currency trading platform for LLC (see paragraph 13 for details).

* Establish a Skyways Lab for video conferencing and scaled model operations software.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and a minimum of 100 hours to be worked by Dozier shall be determined by Dozier. LLC will rely on Dozier to work as many hours as may be reasonably necessary to fulfill Dozier's obligations under this Agreement.

3. PAYMENT. LLC will pay a monthly development fee to Dozier for the Services in the amount of \$5,000 per month. This fee shall be payable at \$2,500 every two weeks on the 15th and 30 of each month .and Dozier will receive a 1099 with no taxes withheld. Dozier has received a retainer of \$1,000 hereby receipted for and this shall apply to the first payment. Every two weeks Dozier shall provide a log of what he did.

4. EXPENSE REIMBURSEMENT. Dozier shall be entitled to reimbursement from LLC for all "out-of-pocket" expenses approved in advance

5. NEW PROJECT APPROVAL. Dozier and LLC recognize that Dozier's Services will include working on various projects for LLC. Dozier shall obtain the approval of GM prior to the commencement of a new project.

6. TERM/TERMINATION. This Agreement shall be effective for a period of 3 years and shall not automatically renew for successive terms of the same duration, unless either party provides 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 Dozier is an independent contractor with respect to LLC, and not an employee of LLC, so no fringe benefits will be provided, including health insurance benefits, paid vacation, or any employee benefits, to Dozier.

8. DISCLOSURE. It is expected that Dozier will have other part time employment. Dozier 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 GM . Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any other transport vendors.

9. EMPLOYEES. Dozier's is encouraged to have a backup person to collaborate on this contract so employees, if any, who perform services for LLC under this Agreement shall also be bound

by the provisions of this Agreement. At the request of LLC, Dozier shall provide adequate evidence that such persons are Dozier's subcontractors.

10. INDEMNIFICATION. Dozier agrees to indemnify and hold harmless GM from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against GM that result from the acts or omissions of Dozier, Dozier's employees, if any, and Dozier's agents.

11. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Dozier personally holds an interest in the Intellectual Property that is described on the attached Exhibit A which is not subject to this Agreement.

12. OWNERSHIP AND DILUTION

At startup of the LLC, Dozier will receive 2% of the company shares. Capital will receive 50% and another ten or so individual will receive the remainder as a management team. The capital providers are investing funds at the rate of 1% per \$500,000. This agreement will be subject to the LLC operating agreement in the initial investment capital must be returned before any profits are split with the ownership. The initial investment is currently planned to be returned with an expansion of capital within 3 years which will increase each 1% by 5 to 10 times after dilution of 50%. This means the expectation of 1% ownership in 3 years will be worth up to \$5,000,000. This is a goal and not a guarantee.

13. COMMISSION AND FEES

Dozier will receive a bonus of 10% of the profits from Trading cryptos up to the first \$1 million, and 5% thereafter. This fee will be paid quarterly. Dozier will maintain a daily log of all trades and positions owned by the company. All accounts will be available to management at all times

14. RETURN OF RECORDS. Upon termination of this Agreement, Dozier shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Dozier's possession or under Dozier's control and that are GM 's property or relate to GM 's business.

15. 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 GM :
GM
715 s. Alton Way # 10-d
Denver, CO. 80247

IF for Dozier:
Daren Dozier
2904 S. Pierce St.

Denver, CO. 80227.

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.

16. 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.

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

18. 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.

19. 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.

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

Party receiving services:

GM

By: _____

Lloyd Goff

Party providing services:

Daren Dozier

By: _____

Daren Dozier

Management Team Expansion into a Consortium

Most of the team above are near the end of long careers in their chosen fields. Each member is very experienced in building the different components in these projects and can collaborate over the internet to provide a collection of services. These start up services are offered to prospective customers from visualizations, scaled models, mockups, test tracks and a full-scale operating sales model with stations.

Building the various sized models is something that this team has much experience in doing. The sales that result from these models will require a larger team of companies. Over the next 2 years the project will dilute some of their shares to a consortium of companies that collaborate to build Skyways routes. We have a Denver favorite that is one of the world's largest engineering companies who owns a Brazilian engineering company the government uses for High Speed Rail. Key targets are companies in cargo, telecom, controls and construction who can built multiple projects that we package for funding. In three years by the time the sales model is complete we expect to dilute the management ownership with 50% going to a Consortium. Any such sales will help with the retirement funds of management. In this manner Skyways Inc. can become a development company that serves for decades beyond the founders' work in establishing the market.

As the company grows, in later Phases it will take on larger partners capable of developing multiple projects around the country. Other companies will be alliances that provide products and services. In addition to a basic investor group, this venture will leverage the available expertise by taking on suppliers, venders and even future customers who want to help build future routes. Every alliance will bring a selected type of expertise to the consortium for which they will be made into a participant in building and operating future routes.