**AGREEMENT TO PROVIDE CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Clinton Industrial Authority, an Oklahoma Public Trust and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this _____ day of _____ 2026 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

**1. CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the "Services"):

**2. TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

**3. CONSULTING FEE.**

**A. Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee"). The Consulting Fee will be paid in installments of immediately available funds as follows:

| Contract Period | Payment Date | Payment Amount |
|---|---|---|
| Year One | Upon execution of this agreement | $45,000 |
| Year Two | On or before the 1st anniversary of the Execution Date | $45,000 |
| Year Three | On or before the 2nd anniversary of the Execution Date | $45,000 |

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

## 4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Community/Economic Development Director (the "Client Representative"), currently Fayne Sawatzky. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative to act on behalf of the Client in the ordinary day-to-day administration and operation of this Agreement and the arrangements contemplated herein, including the authority to provide routine notices, approvals, consents, information, and other communications reasonably necessary to facilitate the Consultant's provision of the Services. Notwithstanding the foregoing, the Client Representative shall have no authority to execute, approve, or otherwise bind the Client to any amendment, agreement, instrument, arrangement, expenditure, or other commitment that: (i) requires or may require the payment or expenditure of funds by the Client beyond the Consulting Fee expressly provided for in this Agreement; (ii) creates any continuing financial or contractual obligation of the Client; (iii) materially modifies, expands, or extends the scope or term of this Agreement or the Services; or (iv) requires a material commitment of the Client's personnel, time, property, facilities, or other resources, unless such matter has first been expressly approved by the Client's governing body or other person or entity having lawful authority to approve such commitment on behalf of the

Client. The Consultant shall not rely upon the approval, consent, or execution of the Client Representative as authorization for any matter requiring such additional approval.

**5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality. Consultant acknowledges and understands that Client is a public entity and subject to the Oklahoma Open Meetings Act which makes records, as that term is defined in the Act, subject to request and disclosure.

**6. TERMINATION.**

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

**7. NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

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| Client: | Clinton Industrial Authority<br>415 W Gary Blvd<br>Clinton, OK 73601<br>Fayne.sawatzky@clintonok.gov<br>Attention: Fayne Sawatzky, Community/Economic Development Director |
| Consultant: | Retail Strategies, LLC<br>2200 Magnolia Ave. South, Suite 100<br>Birmingham, AL 35205<br>Email: contracts@retailstrategies.com<br>Fax: (205) 313-3677<br>Attention: Clay Craft \| VP of Client Services |

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

**8. INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

**9. STANDARD TERMS.**

A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
Notwithstanding the foregoing, neither the limitation of liability set forth above nor the limitation of the Client's remedies to those provided in Section 6(B) shall apply to any claim, loss, damage, liability, cost, or expense arising out of or resulting from the Consultant's fraud, willful misconduct, gross negligence, or violation of applicable law. With respect to any such act or omission, the Client shall be entitled to pursue any and all rights and remedies available to it under this Agreement, at law, or in equity, and any damages recoverable in connection therewith shall not be subject to the limitation of liability set forth in this Section.

J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

R. **Governing Law; Venue.** This Agreement and all matters arising out of or relating to this Agreement, the Services, or the relationship between the parties shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict-of-laws principles. Any action, suit, or proceeding arising out of or relating to this Agreement, the Services, or the relationship between the parties shall be brought exclusively in the District Court of Custer County, State of Oklahoma. Each party irrevocably submits to the jurisdiction of such court and waives any objection to venue therein, including any objection based upon forum non conveniens or similar doctrine.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

**CLIENT:**
CLINTON INDUSTRIAL AUTHORITY

By: _____
Name:
Title:
Date:

**CONSULTANT:**
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

**EXHIBIT A**
RETAIL RECRUITMENT

## I. CONSULTANT AGREEMENT

*This section outlines what Retail Strategies (the "consultant") will provide to* ***Clinton Industrial Authority*** *(the "client").*

### A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

### B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

### C. RETAIL RECRUITMENT

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

**EXHIBIT A**
(Continued)

## II. CLIENT AGREEMENT

*This section outlines what **Clinton Industrial Authority** (the "Client") will provide for Retail Strategies (the "Consultant").*

### A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

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### B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

### C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly