

AGREEMENT TO PROVIDE
CONSULTING SERVICES

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Union County, NC, and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this 1st day of July 2025 (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 and Consultant may agree to extend the Term through a mutually executed amendment to this Agreement.

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”) in an amount equal to \$177,000 over the Term. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Within 30 days of execution of this Agreement	\$57,000
Year Two	On or before the 1st anniversary of the Execution Date	\$60,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$60,000

- B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, Consultant may, upon five (5) business days' notice to Client of Client's failure to pay the Consulting Fee as required on the requisite payment date and Client's failure to pay such required amount within such period, 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.

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 is not confidential the Consultant may reasonably request from time-to-time during the Term which is reasonably necessary for Consultant's performance of the Services. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services may depend on receiving requested information by a reasonably requested deadline. Consultant will keep any information received from Client confidential and will not disclose such information to any third parties unless required to perform the Services (upon receipt of Client's consent of such disclosure), or if required by applicable law.
- B. To facilitate such access and Consultant's delivery of the Services, the Client will designate in writing a client representative, (the "Client Representative"), which may be changed at any time by Client upon sending a new written designation to Consultant. The Client Representative will have the responsibilities of the Client's Point of Contact as set forth in Exhibit A.
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement..

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, unless any such document is considered a public record in accordance with applicable law. 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, in accordance with applicable law.

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 if the Client determines Consultant has breached this Agreement and Client desires to terminate the Agreement. The Consultant will have 15 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 15-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, or delivered by a recognized overnight courier service:

Client: Union County, NC
500 North Main Street
Monroe, NC 28112
Attention: County Manager

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

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, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing.

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 insurance as set forth in Exhibit B hereto.
- 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, only upon Client's prior consent.
- 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. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.

- N. **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.
- O. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- P. **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.
- Q. **Client Standard Terms:** Consultant and Client agree to the terms set forth in Exhibit B, which is attached and incorporated herein by reference.

[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:

Union County, NC

By: _____
Name:
Title:
Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "Consultant") will provide to the Union County, NC (the "Client").

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed and requested by Client.
3. Update Retail peer market analysis as needed and requested by Client.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed and requested by Client.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly 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. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors.
4. Active outreach to local brokers and landowners.

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones.
2. Consultant will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis, as determined by Client
4. One market visit per calendar year included in the Agreement. Any additional travel outside of the Agreement shall be approved and paid for by the Client via an amendment to this Agreement or a separate Agreement.
5. ICSC conference representation- updates provided to Client according to the yearly conference schedule.

EXHIBIT A (Continued)

II. CLIENT AGREEMENT

This section outlines certain Client responsibilities under the Agreement.

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 primarily be responsible as the Client’s contact point for Consultant, and will be responsible for regular communications between Client and Consultant.
3. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner.

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with reasonable notice before materials and other information that Consultant requests from Client are needed by Consultant
2. Client understands that Consultant’s ability to stay on schedule may depend on receiving requested information by a reasonably requested deadline
3. Client will endeavor to provide Consultant with ongoing updates related to known certain, likely, or rumored growth and development events within Union County that may have a significant economic impact in Union County.
4. Client will inform Consultant of any plans to attend ICSC conferences, providing Consultant ample time to assist in planning as requested by Client

C. Information and Material Requested by Client:

1. Client will provide Consultant with no less than 3 business days’ notice before a full update is needed