



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT (this “Agreement”) is entered by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Laurel (hereinafter referred to as “Client”) on this the **1st** day of **June 2018**, as follows:

WHEREAS, Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the City of Laurel which it believes will promote the efficient operation of Client; and,

WHEREAS, Consultant has made a proposal to Client to provide research, marketing and consulting services related to the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this Agreement is made and entered into on the date first above written by and between Client and Consultant, by which Consultant will provide research, marketing and professional consulting to Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to Client for the Project as set out in Exhibit A. The engagement will focus on development, redevelopment and infill opportunities in the City of Laurel.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this Agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) years between **June 1st, 2018** and **May 31st, 2021 with annual renewal options beginning June 1st, 2021**.

EXHIBIT A

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by Client.

3. COMPENSATION

Client agrees to pay Consultant for the services as set forth herein, the sum of **\$22,000** for the first year. Payment for the first year is to be made upon execution of this Agreement and Client's receipt of the applicable invoice from Consultant. The compensation for years two and three shall be **\$22,000** payable by June 1st, 2019 and June 1st, 2020 respectively. Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$22,000** per year thereafter. Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the Client or the City of Laurel.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to Client that it and all of its employees that will be working on the project for Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with Client. All services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this Agreement shall be Managing Partner Chuck Branch and Shelley Shores, VP of Client Communications. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its subcontractors and shall not, without the prior written consent of Client, be used for any purpose other than the performance of this Agreement nor be disclosed to any other entity not connected with performance of this Agreement. Upon completion of services, Consultant shall return all such information to Client. Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports, as well as all marketing materials, generated for performance of this Agreement to or for Client, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant. However, Client may utilize any of the foregoing for and on behalf of its internal operations but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing. Notwithstanding the foregoing, Client may use all marketing materials developed pursuant to this Agreement for both its internal operations and external needs.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Agreement or otherwise fail to fulfill its obligations set forth under Exhibit A of this Agreement, Client shall provide Consultant written notice of any alleged deficiencies in performance as soon as practical. Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve-month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Agreement. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

Consultant represents and warrants to Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to Client pursuant to the terms and conditions of this Agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of Client for this Agreement shall be _____
_____ of the City of Laurel.

All notices, bills, and invoices required by this Agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Laurel

Consultant: NextSite LLC
880 Montclair Road
Suite 525
Birmingham, AL 35213
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of a consultant to Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of Client. Consultant shall not have the authority to bind or obligate Client, its officers, agents or employees.

16. MISCELLANEOUS

Capacity: Each party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities,

properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind that party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

G. That each party has obtained all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: 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. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall 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.

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 all of the parties.

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

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

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

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Mississippi, but without regard to conflict of laws principles, shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

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

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

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

City of Laurel

By _____

Title _____

Date _____

CONSULTANT:

NextSite, LLC

By _____

Title _____

Date _____

EXHIBIT A



RESEARCH - ANALYSIS - MARKETING:

NextSite Demographic and Consumer Research

NextSite partners with and contracts with numerous software, research and data solution providers to best analyze each opportunity in our engaged communities. Each city, town, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

[NextSite Analysis](#)

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list identify those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our Regis software creates arials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

[NextSite Pro-active Marketing](#)

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

PRO ACTIVE RECRUITMENT OF DEVELOPERS & TENANT REP FIRMS

NEXTSITE will leverage its developer and tenant rep relationships to proactively recruit new development and redevelopment to the City of Laurel. As part of our efforts NextSite will

represent and market the opportunities in Laurel at ICSC Deal Making Conferences across the U.S.

BASECAMP

Upon completion of the research component of our engagement, the NextSite team creates an online account through BASECAMP, a document management and communication platform, available to the appropriate contacts in your city/organization to access the market analysis and marketing materials.

Scope of Services

Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis and plan our initial market visit. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. **This initial phase of the engagement is typically a 60 day process. However, we begin outreach to our developer and tenant rep relationships immediately, letting our contact(s) know we've been engaged by your community and our preliminary thoughts on the market opportunities.**

Market Research - NextSite's assessment will include, but will not be limited to, the following:

- Trade Area Analysis
- Demographics, psychographic, segmentation & consumer behavior/attitudes
- Trade Area Competitors
- Existing retail landscape
- Retail leakage/surplus – GAP Analysis
- Peer Analysis
- Retail development in peer communities
- Cannibalization
- Retail trends
- Market viability

- Identify Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits.

- Analyze Market & Retail GAP/Leakage data

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool – mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources.

- Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Laurel from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

- Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. Our team will drive the market and retail corridors to build a database of the available commercial properties. Once we identify the development and redevelopment Focus Properties we work with our clients to upload these sites to OppSites to market these opportunities to Developers and Tenant Reps.

- Psychographic Profiles of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through our market analysis we identify the segmentation groups and match the consumer profile of Laurel shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

- Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

- Retail Competitor Mapping/Analysis

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/re-development. We extend this analysis to understand the retailer mix in competitor communities.

- Identification of Retail Prospects to be targeted for recruitment

An initial list of targeted retailers for recruitment. This database includes the retailer, contact information, and current expansion plans. Updates are made to the list as market conditions and feedback from developers and tenant reps dictate.

- Retailer Recruitment and Execution of the Retail Strategy

The most important service we provide is pro-actively recruiting the developers and tenant reps to leverage the identified target retailers/restaurants. Our team is tasked with communicating and providing assistance to the local commercial real estate professionals in your community while also keeping the primary contacts updated on the progress of our recruitment efforts.

- Updates on Retail Industry Trends

While our day to day effort is focused on micro analysis of the current retail landscape and opportunities – we believe it is critical to any strategic initiative to understand the macro factors affecting commercial retail development.

Marketing Strategy

Upon completion of the research component of our engagement, the NextSite team will create an online account through our BASECAMP platform, available to the appropriate contacts in Laurel to access all market analysis, marketing materials and project communications.

Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit the market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms and as retailers/restaurants adjust their expansion plans.

Recommendations for Site Locations for Retail/Restaurant Targets - NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will

include maps, aerials, and all pertinent contact and site-specific information relative to each site.

Develop Marketing Materials - NextSite will develop marketing materials on Client's behalf to market the community and site opportunities to retailers, developers, and tenant reps.

Implementation of Retail Recruitment Plan

A NextSite team member will be designated as the primary point of contact between the appropriate Client officials and NextSite. This Client manager's responsibilities will include:

1. Communication with Client
2. Communication with local property owners, developers and brokers
3. Updating and Maintaining the Basecamp account
4. Responding to On-Demand research report requests

The NextSite team will focus on proactively recruiting developers and tenant reps to your community. This effort will include:

1. Outgoing phone calls to tenant rep firms
2. Outgoing phone calls to retail developers
3. Portfolio Reviews with tenant reps and developers
4. ICSC Conference meetings with tenant rep firms and developers
5. Updating the Focus Property List
6. Updating the Retail Target List
7. Basecamp updates in real time as new information becomes available
8. Responding to specific research and site information requests from developers and tenant reps

Retail Networking Project Timeline

Day
1

- ✓ Contract executed to engage NextSite
- ✓ Getting Started Questionnaire provided to the primary contact
- ✓ Basecamp Account is activated & document sharing begins
- ✓ Research & Market Analysis work begins
- ✓ Developer & Tenant Rep Contacts notified of client engagement

Day
15

- ✓ Getting Started Questionnaire has been received
- ✓ Mobile Mapping Analysis completed
- ✓ Aerial & Map work begins
- ✓ Peer Analysis & Retail Leakage reports completed

Day
30

- ✓ Focus Property information uploaded to Basecamp by client
- ✓ Radius, Travel Time & Regional Trade Area research completed
- ✓ All Market Analysis has been completed & uploaded to Basecamp

Day
45

- ✓ All Maps & Aerial outputs have been completed
- ✓ Focus Property Analysis has been completed & uploaded to OppSites
- ✓ Retailer Target List completed
- ✓ Retail Marketing Brochure completed

Day
60

- ✓ Proactive Marketing & Conference Representation begins
- ✓ Developer & Tenant Rep Contacts are provided market analysis, target list & aerial overview of existing retail

EXHIBIT B

Optional Services

PUBLIC/PRIVATE PARTNERSHIPS - INCENTIVES CONSULTING SERVICES

NextSite has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these requests by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES CONSULTING FEES NEGOTIATED PER PROJECT