

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of \_\_\_\_\_, \_\_\_\_\_, by and between SCOTT CRAWFORD, INC, ("Corporation"), a Wisconsin corporation and COMPANY A, LLC ("Consultant"), a Wisconsin Independent Consultant.

### 1. TERM:

The term of the Agreement shall be for a period of \_\_\_\_\_ months, commencing \_\_\_\_\_, 2018. The Agreement shall renew upon mutual agreement upon both parties.

### 2. QUANTITY AND QUALITY:

During the term of the Agreement, Consultant shall be the provider of professional consulting services for "Project" located on 32<sup>nd</sup> and Center Street, in Milwaukee, WI as set forth below in Section 4. Service.

### 3. PAYMENTS; CHARGES; ADJUSTMENTS:

Upon receipt of an invoice, Corporation shall pay for the services in accordance with the following fee schedule:

Entitlement from Corporation's Development Fees: Twenty-Four Percent (24%).

Cash Flow from Fifteen Year LIHTC Compliance Period: Twenty-Four Percent (24%).

Consultant shall submit to Corporation an invoice for consulting services which reflects the preceding percentages: a) when Corporation when receives final Development Fees, and b) each year of the fifteen (15) year LIHTC compliance period. Corporation shall review Consultant's work product during all stages of development project and each year of the compliance period to ensure Consultant is performing duties referenced in Section 4. Service. Corporation is authorized to adjust the preceding percentages in its sole discretion based on the work product produced by Consultant. Corporation shall provide notice of any percentage change to Consultant.

The preceding percentage shall be paid to Consultant net after minus any and all expenses incurred to develop project to completion. The fees include but are not limited: earnest money, legal fees, application fees and accounting fees.

Corporation is authorized to submit to Consultant a "buy-out" offer for the percentage in the project at any time after the project is development and during the fifteen-year LIHTC compliance period.

Consultant shall defer their entitlement from Corporation's development fees until the completion of project.

### 4. SERVICE:

Consultant shall provide services in accordance with the proceeding arrangements. Changes in frequency of professional service, schedule, and/or capacity may be agreed to orally, in writing, by payment of the invoice, or by the actions and practices of the parties.

Consultant shall provide services required for Project as follows:

- Communicate project plans to the community
- Develop marketing plans for commercial and residential units
- Procure additional corporate and community resources to the Project

### 5. INDEMNIFICATION/LIMIT OF LIABILITY:

Corporation agrees to indemnify, defend and save Consultant harmless from and against any and all liability which Consultant may be responsible for as a result of any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of Corporation, which occurs during the performance of Consultant's professional services. Consultant agrees to indemnify, defend and save Corporation harmless from and against any and all liability which Corporation may be responsible as a result of any violation or alleged violation of law to the extent caused by Consultant's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Consultant or its employees, agents or contractors in the performance of this Agreement.

### 6. DISPUTES:

Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Milwaukee, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the rules of the American Bar Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. The Governing Law of this Agreement shall be the laws of the State of Wisconsin.

### 7. CANCELLATION OF AGREEMENT:

Corporation shall have the right to terminate this Agreement upon written notice to Consultant (a "CANCELLATION NOTICE"). Consultant may elect to enter into arbitration to dispute Corporation's notice of cancellation in accordance with Section 6. Consultant must elect arbitration within 30 calendar days of the date of cancellation. Upon receipt of a Cancellation Notice, Consultant shall immediately cease Services and the incurrence of reimbursable expenses. In the event of a cancellation by Corporation, Consultant's fees or other compensation for the Services shall be equitably pro-rated to reflect the amount of the work completed. In addition, Consultant will be entitled to reimbursement for all reimbursable expenses incurred prior its receipt of the Cancellation

Notice. Such pro-rate fees and reimbursable expenses shall be paid to Consultant within thirty (30) days after the date of Cancellation Notice.

**8. MERGER:**

This Agreement including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral, electronic or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Dated as of the date first above written.

SCOTT CRAWFORD, INC.

COMPANY A, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_