

April 10, 2025

City of Mills
Attn: Mayor Leah Juarez
P.O. Box 789
Mills, WY 82644

Via E-Mail Delivery

Re: Vertical Consultants Engagement Letter - 215 Northwestern Avenue, Mills, Wyoming

Dear Mayor Juarez:

Thank you for taking the time to discuss your possible engagement of Vertical Consultants, LLC ("Vertical Consultants"). The following is a summary of services that Vertical Consultants can provide the City of Mills, Wyoming (hereinafter referred to as the "Client") as it pertains to the review, reconciliation and potential income optimization of its current telecommunications water tower lease (hereinafter being referred to as the "Lease") encumbering that real property having the street address of 215 Northwestern Avenue, Mills, Wyoming (hereinafter being referred to as the "Site"):

Lease and Site Review: Vertical Consultants will review both the Lease and the Site to identify issues that may need to be addressed in the current Lease, and to also to determine the true value of the use of the Site. Vertical Consultants shall also meet with the Client via phone conference to determine issues specific to the Client's property that will need to be addressed in an applicable amendment or similar agreement entered into by the Client related to its Lease.

Lease Valuation and Optimization: Vertical Consultants shall provide the Client counsel and recommendations as to the optimal structure of its current lease agreement as it relates to the tenant's current and future use of the Site. Valuation of the Lease will be based upon our research related to similar cell site locations, the type of equipment located on the Site and overall value of the Site to the tenant now and going forward throughout the term of the Lease or similar agreement.

Lease Reconciliation and Optimization: Vertical Consultants shall, **only upon the Client's prior approval**, engage the current tenant to (i) commence any appropriate reconciliation of the terms of the Lease, including, as applicable, any collection of any past due tenant obligations (i.e. past due rent, taxes or other monetary concerns); and/or (ii) explore alternatives that would result in an immediate increase in the tenant's rental payment obligations; and/or otherwise increase Client's revenue being generated under the Lease and/or on the Site. Client understands, acknowledges and agrees that Vertical Consultants can make no representation, warranty or guaranty that Vertical Consultants efforts on your behalf will garner certain results for you.

Lease Recommendations and Structuring: Vertical Consultants shall, **only upon Client's prior approval**, engage the tenant to discuss an amendment, replacement lease or similar agreement as it relates to a modification/restructuring the terms of the Lease. Vertical Consultants' services shall continue throughout the entire restructuring process procedure.

Client understands, acknowledges and agrees that Vertical Consultants can make no representation, warranty or guaranty that Vertical Consultants efforts on your behalf will garner certain results for you.

Client understands and agrees that Vertical Consultants will provide recommendations to Client, but Client acknowledges and agrees that Client is solely responsible for signing any definitive agreements (e.g., Lease, modifications or amendments to the Lease), notices and communications to the party(ies) to the Lease within a timely manner (including, without limitation, within any notice periods set forth in the Lease).

If you decide to engage Vertical Consultants to assist you in maximizing the value of your Lease, Vertical Consultants will provide such services based upon the following fee structure:

Vertical Consultants Hourly Fee: Vertical Consultants will provide the above-described services based upon an hourly rate of \$425.00 per hour for such services that will be charged to the Client ("Hourly Fee").

Payment Of Hourly Fee: Hourly Fees outlined in this agreement shall be paid by the Client with fees to be remitted within fifteen (15) days of Client's receipt of invoice for services. Any payment received from Client after such period shall be subject to a ten percent (10%) late fee. Vertical Consultants shall have the right to electronically invoice the Client.

If Client fails to pay fees as set forth in this agreement Client shall be liable for all reasonable attorneys' fees as well as costs and expenses incurred in collection of past due balances including, but not limited to, collection fees, filing fees and court costs.

In addition to the foregoing, and without limitation thereof, Client understands, acknowledges and agrees that in the event payment is not received by Vertical Consultants within thirty (30) days of any applicable invoice provided to Client, Vertical Consultants may elect to immediately suspend

any and all services hereunder, without liability to Client, until such time as Vertical Consultants is paid in full. Time is of the essence in the performance and payment of all payment obligations by Client.

Governing Law and Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Client hereby irrevocably consents to the exclusive personal and subject matter jurisdiction and venue of the federal and state courts in Williamson County, in the State of Tennessee, for any and all claims and causes of action arising from or related to this Agreement.

Liability Limitations: In no event shall either party be liable to the other party for any special, indirect, exemplary or consequential damages or loss of revenue or other economic loss arising out of or in connection with this Agreement. Without limiting the foregoing, Vertical Consultants' maximum aggregate liability to the Client for damages arising from any and all causes whatsoever and regardless of the form of action, whether in contract, tort or negligence, shall not exceed the amount of fees paid by Client to Vertical Consultants immediately prior to the date on which the cause of action accrued.

Client acknowledges that Vertical Consultants is not a law firm and neither it nor its employees, contractors or agents are providing you legal advice or legal services to Client.

The Client and Vertical Consultants represent and warrant to each other that they have full right, power and authority to enter into this letter agreement without the consent or approval of any other entity or person. Moreover, the signatory, on behalf of the Client and Vertical Consultants, further represent and warrant that they have full right, power and authority to act for and on behalf of the Client and Vertical Consultants, respectively, in entering into this letter agreement.

Client shall have twenty (20) business days from the date of this letter agreement to accept the terms contained herein. If such terms are not accepted during such period, the terms of this agreement shall be deemed rejected, and this agreement shall have no force or effect.

We look forward to your acknowledgement and acceptance of both the above services that Vertical Consultants shall endeavor to perform and the associated fee structure for such services by countersigning this letter and returning it by either facsimile at 877-456-7552 or via scan/email at jaime@vertical-consultants.com.

Again, thank you for your time and consideration, and please feel free to contact me with any questions and/or comments, as I can be reached at 877-456-7552 or via e-mail at hugh@vertical-consultants.com.

(SIGNATURES TO APPEAR ON NEXT PAGE)

Respectfully,



Hugh D. Odom
President-Vertical Consultants

Acknowledged and Accepted:

City of Mills, Wyoming

By:_____

Title:_____

Date:_____