



**EXHIBIT
A**

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Master Services Agreement For Professional Services ("Agreement") is made on the 11th day of September, 2024, by and between CHM, LLC d/b/a Atlas Community Studios, a Nevada limited liability company (herein referred to as "Consultant"); and the City of West Monroe, Louisiana (hereinafter referred to as "Owner"). WHEREAS, the Owner desires for Consultant to provide certain services in accordance with the Scope of Work set forth herein, per the fees or hourly rates as depicted in the Payment and Invoicing section below, and the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and Consultant further agree as follows:

I. PROJECT NAME.

The "Project" shall be described as: the provision of on-going professional services, consistent with the Scope of Work described herein, to the City of West Monroe, Louisiana, on an on-demand basis.

II. PROJECT TERM.

The term of this Agreement shall be from the date of execution of this Agreement until such time as the Authorized Amount (defined herein) is exhausted, and Owner has refused to replenish the Authorized Amount. The Agreement may also be terminated earlier pursuant to the terms and conditions of this Agreement.

III. PROJECT SCOPE OF WORK.

The following is a summary of the professional services to be provided by the Consultant (collectively, the "Scope of Work"). The Scope of Work is expressly limited to professional services relating to and for the benefit of the "Project Area," which is defined and described in detail in **Exhibit 1** to this Agreement.

The Scope of Work shall consist of discrete projects (each a "Sub Project") performed by Consultant at the request of the Owner. Every Sub Project shall be limited to services within the following categories unless otherwise agreed to in advance by the Consultant:

- Community engagement;
- Coalition-building;

-
- Strategic planning;
 - Funding identification;
 - Project development/design;
 - Grant writing;
 - Request for Proposals or Request for Qualifications development; and
 - Grant administration.

The scope, terms, maximum established compensation, and deadlines for any Sub Project must be agreed to in a specific separate writing for each Sub Project by and between the Parties prior to the start of the provision of any such services. Consultant is under no obligation or duty to agree to perform any Sub Project. The Hourly Rates contained herein shall be fixed for any Sub Project absent the express written agreement of the Parties establishing separate rates or compensation.

Owner understands and agrees that completion of the Scope of Work, as it relates to any agreed upon Sub Project, is contingent upon Owner's prompt payment and compliance with the terms and conditions set forth herein. Owner further understands and agrees that this Scope of Work is based upon Consultant's subjective understanding of the requirements of the Project and/or any Sub Project, and that a material term of this Agreement is Consultant's sole and complete discretion as to the scope and nature of the professional services provided. Owner understands and agrees that the scope and nature of the professional services provided may change over time at the Consultant's sole and complete discretion, and that any such changes that do not result in material changes to the Scope of Work below are expressly agreed upon in advance by the Parties and do not require Owner's subsequent approval and/or execution of a Change Order prior to implementation of said changes. Owner understands and agrees that Consultant has not and cannot guarantee results beyond completion of the Scope of Work provided herein.

IV. EXCLUDED SERVICES.

Given the complexity and discretionary nature of the professional services provided by Consultant, it is understandable and anticipated that Owner may have certain expectations as to the scope and nature of the professional services provided that are inconsistent with the intent of this Agreement and/or that fall outside the Scope of Work as it is understood by the Consultant. Owner understands and agrees that Consultant has the sole and complete discretion to determine which professional services are necessary for the completion of the Scope of Work and are thus required under this Agreement. Notwithstanding the foregoing, Consultant desires to limit any confusion that may arise as to professional services that fall within the Scope of Work, and those that do not. **Accordingly, the following is a non-exhaustive list of professional services that are expressly excluded from the Scope of Work.**

This non-exhaustive list is provided as a courtesy to inform the Owner about certain express limitations on the professional services provided by the Consultant under this Agreement. Nothing herein shall act as a waiver of the Consultant's complete discretion as to the scope and nature of professional services provided. In the event that the excluded professional services identified herein conflict with the Services Proposal, this Agreement controls and those professional services shall be deemed as excluded from the Scope of Work.

A. FEDERAL LOBBYING

1. DC Fly-in's
2. Community Project Funding/Congressionally Directed Spending Requests

B. TECHNICAL SERVICES

1. Civil engineering
2. Environmental consulting

V. MODIFICATION OF THE SCOPE OF WORK.

The Scope of Work described herein may only be expanded, reduced, or otherwise modified by execution of a written "Change Order" prepared by Consultant. All Change Orders must be executed by both Owner and Consultant, at which point said Change Order shall constitute an amendment to this Agreement. In the event that a Change Order conflicts with the terms of this Agreement and/or any previous Change Order, the terms of the most recent fully executed Change Order control. Any actual or perceived conflicts or ambiguities in this Agreement, as amended, that arise from the execution of a Change Order shall be resolved in favor of effectuating the terms of the most recent Change Order. The Consultant will be entitled to additional compensation to coordinate such changes, and a fee of \$250.00 shall be assessed per Change Order, separate and apart from any other negotiated changes in compensation terms, to account for said coordination and preparation of the Change Order. In the event that a Change Order calls for services billed at an hourly rate, Consultant will bill for the services of its professional staff by the hour at their regular published rates, in accordance with the Rate Sheet attached hereto as **Exhibit 2**. Time is billed descriptively in one hour increments, and all time is rounded up to the next hour. Consultant's rates are reviewed annually, at year end. Owner expressly understands and agrees that said rates may be subject to increase on an annual basis, and that failure to object in writing to a notice of rate increase within 14 days of receipt of said written notice shall constitute an acceptance of the same.

VI. OWNER RESPONSIBILITIES.

Owner shall do the following in a timely manner so as not to delay the services of the Consultant:

1. Designate in writing a person to act as Owner's "Designated Representative" with respect to the services to be rendered under this Agreement. Owner's Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and procedures, and make decisions binding upon the Owner with respect to Consultant's services for the Project;
2. Provide all criteria and full information as to Owner's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations;
3. Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project;
4. Arrange for access and make all provisions necessary for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement;
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance professionals, CPAs, and any other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time (subject to any notice periods established in this Agreement) so as not to delay the services of the Consultant;
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project;
7. Use Owner's best efforts and to direct third parties to utilize their best efforts to give priority to and otherwise satisfy any and all requests, requirements, or directions of Consultant relating to or in furtherance of the services provided to Owner;
8. Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect or non-conformance in the work of any Contractor, subject to the Services Verification clause set forth below; and
9. Arrange for financing and pay for services as agreed to in this Agreement.

VII. PAYMENT AND INVOICING.**A. HOURLY RATE:**

Consultant will bill for the services of its professional staff by the hour at their regular published rates, in accordance with the Rate Sheet attached hereto as **Exhibit 2**. Time is billed descriptively in one hour increments, and all time is rounded up to the next hour. Consultant's rates are reviewed annually, at year end. Owner expressly understands and agrees that said rates may be subject to increase on an annual basis, and that failure to object in writing to a notice of rate increase within 14 days of receipt of said written notice shall constitute an acceptance of the same. All payments under this contract shall be to the trade or business name of the Consultant. No payments will be personally made to an individual under this contract.

In addition to professional fees, it may be necessary for Consultant to incur additional costs and expenses on Owner's behalf, for which we will expect to be reimbursed, if under \$500.00, along with payment of Consultant's monthly invoices. Costs and expenses in excess of \$500.00 will be submitted to Owner directly for immediate payment. Owner understands and agrees that time is of the essence as it relates to payment of these invoices, and holds Consultant harmless for any and all delays, problems, non-performance of part or all of the Scope of Work, and/or additional expenses incurred as a result of delayed payment or non-payment of the same. Examples of reimbursable expenses are, without limitation, application and/or permit fees, third party retainers and/or payments for services rendered, computerized research services, reasonable travel expenses (for travel outside of the Consultant's metropolitan area), recording fees, filing fees, photo-copying in house at the rate of \$0.15 per page, telephone and facsimile charges, postage, expenses of overnight couriers, and local hand-delivery of documents by an independent courier. Consultant will not "mark-up" costs. Consultant will bill Owner the same fees and costs as Consultant is charged, or for internally generated costs, the same as Consultant bills other clients.

B. AUTHORIZED AMOUNT / NOT TO EXCEED:

Owner hereby authorizes Consultant to incur fees and costs relating to one or more Sub Projects not to exceed the amount set forth in the separate authorization(s) for each authorized Sub Project (the "Authorized Amount"). Upon the submission of every invoice submitted by the Consultant, the Authorized Amount shall be reduced by the amount owed by the Owner to Consultant. Owner may replenish the Authorized Amount at any time by providing notice in writing to Consultant. At any time, Owner may increase the Authorized Amount by providing notice in writing to Consultant of the amount then authorized. Owner may not reduce the Authorized Amount without the express written consent of the Consultant and payment of

all amounts due and owing to the Consultant, or upon other terms and conditions mutually agreed upon by the Parties.

In the event that Consultant exceeds the Authorized Amount in its provision of the Scope of Work, Owner may (1) replenish the Authorized Amount to meet or exceed the additional amounts; (2) refuse to replenish the Authorized Amount. Owner shall have fourteen (14) days from the date of the provision of any invoice from the Consultant that exceeds the Authorized Amount to replenish the Authorized Amount, otherwise, Owner will have been deemed to have refused to do so pursuant to this Section VII(B).

If Owner replenishes the Authorized Amount, the excess fees and costs shall reduce the newly replenished Authorized Amount consistent with the terms herein. If Owner does not replenish the Authorized Amount, Owner shall not be responsible for the excess fees and costs, however, Consultant may immediately stop work on all Sub Projects, and terminate this Agreement.

C. INVOICING:

The Consultant will submit invoices either (a) consistent with any fee schedule or billing schedule contained herein; or (b) on a monthly basis. Invoices will be sent to Owner's Designated Representative in accordance with the Notice clause below. Upon request, Consultant shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded monthly.

D. SERVICES VERIFICATION:

From time to time, at the Consultant's complete discretion, Consultant will send Owner a Notice of Completion. Each Notice of Completion will serve as notice to Owner that the services identified therein been completed in accordance with the terms of this Agreement. Upon receipt of any Notice of Completion, Owner's Designated Representative shall review said Notice of Completion, the operative Scope of Work, as amended by any Change Orders, and examine the services provided by Consultant for any defect, non-conformance, or other objection or rejection of the services performed. In the event that Owner determines that any services provided by Consultant identified in the Notice of Completion are not satisfactory, in part or in full, Owner may serve written notice of all such complaints or objections to Consultant within fourteen (14) days of the date of the subject Notice of Completion identifying said services (the "Services Objection"). All Services Objections must be served in accordance with the Notice clause set forth below. Owner understands and agrees that Owner's failure to serve a Services Objection on Consultant within the fourteen (14) day period described herein

shall constitute Owner's complete, unconditional, and unwaivable approval of the services identified in the subject Notice of Completion.

Upon receipt of any Services Objection, Consultant will review the Services Objection and either (a) provide Owner with a written proposal to remedy Owner's Objections, either at Consultant's cost or through a Change Order, or (b) provide written notice of its rejection of the Services Objection. Until the Parties reach an agreement on resolution of the Services Objection or the Agreement is otherwise terminated, Consultant may, at any time, suspend all services to Owner as set forth in the Termination clause below.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. ATTORNEY'S FEES:

In the event any dispute relating to or arising from this Agreement is submitted to mediation, arbitration, or litigation, or in the event an attorney is retained by any Party to this Agreement to enforce its terms, or to collect any damages due for breach hereof, the Party or Parties, prevailing in such mediation, arbitration and/or litigation shall be entitled, in addition to such other relief as maybe granted, to a reasonable sum as and for his attorney fees in such mediation, arbitration and/or litigation, which shall be determined by the court in such mediation, arbitration and/or litigation or in a separate action brought for that purpose, and shall each be considered a party for the purposes of this provision.

B. CONFIDENTIALITY:

To the extent allowed to be so limited by law, the Parties and each of their respective employees, officers, managers, partners, members, agents, attorneys, representatives, affiliates, related companies, and successors, hereby agree to keep this Agreement and its terms confidential. No Party shall disclose this Agreement or its terms to any other person or third party, except: (i) with the specific written consent of the other Party; (ii) as required by a court or other governmental body, or as otherwise required by law, or to enforce the terms of this Agreement; provided, however, that if a Party receives a subpoena or other process or order requiring production of this Agreement or the terms thereof, such Party shall promptly notify the other Party (by written notice delivered to that Party) so that each Party has a reasonable opportunity to object to such subpoena, process or order. It is understood that the Party objecting to disclosure shall have the burden of defending against such subpoena, process or order and the Party receiving the subpoena, process or order shall be entitled to comply with it unless the objecting Party is successful in obtaining an order modifying or quashing it; (iii) to legal counsel of or for the Parties; (iv) to their respective officers, employees, members, or

managers of the Parties, on a need-to-know basis only, and provided that such persons agree to keep the terms of the Agreement confidential; and (v) to accountants, banks, insurers, reinsurers, investors, potential investors, financing sources, and other advisors or consultants of the Parties, on a need-to-know basis only, and provided that such recipients agree to keep the terms of the Agreement confidential. Further, the Parties agree not to discuss the any dispute relating to or arising from this Agreement publicly.

C. DISPUTE RESOLUTION:

Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall first be subject to mediation unless each of the parties mutually agrees otherwise. Mediation is an express condition precedent to arbitration, litigation, or any administrative action meant to resolve claims, disputes, or other matters relating to this Agreement. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

In the event that mediation is unsuccessful, Owner and Consultant expressly agree to resolve any claims, disputes, or other matters relating to or arising from this Agreement in binding arbitration. The Parties shall attempt to agree to a particular arbitrator and associated rules of arbitration, however, in the event that an agreement cannot be reached, the Parties shall submit this matter to binding arbitration with the American Arbitration Association ("AAA"), and will comply with AAA's rules and procedural requirements. In the event any party is required to file suit in order to obtain injunctive relief or other relief requiring a court order, the Parties agree to stay the matter for all other purposes and submit the matter to arbitration.

D. ENFORCEMENT:

The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

E. EXCLUSIVITY:

Owner understands and agrees that Consultant is engaged in providing these types of services for persons or entities other than the Owner, and the Consultant is not required to provide services exclusively to the Owner during the term of this Agreement.

F. HAZARDOUS MATERIALS – INDEMNIFICATION:

The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on or under a property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

G. INFORMATION PROVIDED BY OTHERS:

The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies or omission of information or data supplied by Owner or others to Consultant.

H. INTEGRATION, MODIFICATION, AND COUNTERPARTS:

This Agreement represents the entire and integrated agreement between the Owner and Consultant. All prior representations, discussions, agreements, and negotiations, whether written or oral, have been and are merged and integrated into, and are superseded by, this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as specifically set forth in this Agreement. This Agreement may only be changed or modified by a written instrument executed by all the Parties, and any oral modification hereof shall be ineffective until reduced to such a writing. So long as both Parties execute this Agreement, a copy of this Agreement shall have the same force, effect, and validity as an original Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

I. INSURANCE

Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors.

The Consultant shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of West Monroe, Louisiana
c/o Mayor Staci Albritton Mitchell
2305 N 7th Street
West Monroe, LA 71291

The Consultant shall be required to carry errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Consultant shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to Owner. However, failure to obtain and provide the required documents to Owner prior to the work beginning shall not waive the Consultant's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the Owner.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Owner. Any deductibles or self-insured retentions must be declared to and approved by the Owner. The Owner may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers, shall be in excess of the Consultant's insurance and shall not contribute with it.

Consultant hereby grants to Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

J. LIMITATION OF LIABILITY:

The Consultant's liability shall be limited to \$2,000,000.00 or the maximum amount of insurance coverage as indicated on Consultant's certificate of insurance, whichever is less, unless specifically agreed to by separate written agreement negotiated and executed by Owner and Consultant.

K. NOTICE:

Any notice to be given hereunder by either Party to the other, shall be in writing and shall be deemed given when sent by certified mail.

Notices to the Owner shall be addressed to Owner's "Designated Representative" as follows:

City of West Monroe, Louisiana
c/o Mayor Staci Albritton Mitchell
2305 N 7th Street
West Monroe, LA 71291

With Copy To:

City of West Monroe, Louisiana
c/o Courtney Hornsby
2305 N 7th Street
West Monroe, LA 71291

Notices to the Consultant shall be addressed to:

CHM, LLC d/b/a Atlas Community Studios
c/o Alex Holland
Chief Executive Officer
PO Box 77791
Washington, DC 20002

With Copy To:

Kravtiz, Schnitzer & Johnson, Chtd.
c/o Michael R. Esposito, Esq.
8985 S. Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

L. OWNERSHIP AND REUSE OF DOCUMENTS:

All reports, plans, specifications, and other documents written and/or electronic, prepared by Consultant in doing work on the project, shall remain the property of the Consultant. The documents prepared by the Consultant for this Project are for use solely with respect to this Project. The Consultant's reports, plans, specifications, or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Consultant.

M. RELATIONSHIP OF THE PARTIES:

The parties understand and agree that Consultant is an independent contractor and that Consultant is not an employee, agent or servant of the Owner, nor is Consultant entitled to employment benefits by and through the Owner. CONSULTANT UNDERSTANDS AND AGREES THAT CONSULTANT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONSULTANT IS OBLIGATED TO PAY ALL INCOME TAX OBLIGATIONS ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT. As an independent contractor, Consultant agrees that:

- Consultant does not have the authority to act for the Owner, or to bind the Owner in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Owner;
- Consultant has and hereby retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed or contracted by Consultant for performing the services hereunder;

- Owner will not provide training or instruction to Consultant or any of its employees regarding the performance of services hereunder;
- Neither Consultant, nor its employees or consultants, will receive benefits of any kind from the Owner;
- Consultant represents that it is engaged in providing similar services to other clients and not required to work exclusively for the Owner;
- All services are to be performed solely at the risk of the Consultant and Consultant shall take all precautions necessary for the proper performance thereof; and
- Consultant will not combine its business operations in any way with the Owner's business operations and each party shall maintain their operations as separate and distinct.

N. SEVERABILITY:

If any term, provision, covenant, or condition of this Agreement is held by any arbitrator and/or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. TERMINATION AND/OR SUSPENSION OF SERVICES:

Consultant may terminate this Agreement at any time with or without cause by giving the Owner written notice of not less than fourteen (14) days. Owner may terminate this Agreement at any time in the event that Consultant violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement by giving the Consultant written notice of not less than fourteen (14) days.

In the event of termination by Owner, Owner will pay consultant all amounts due and owing as of the date of the conclusion of said fourteen (14) day notice. Additionally, if payments are due pursuant to a Fee Schedule or Billing Schedule, Owner will remit payment of all amounts due or owing under the next scheduled progress payment, regardless of the extent of the services performed by Consultant.

In the event of termination of this Agreement by Consultant, payments will be made to Consultant for all work performed up to the date of termination. If payments are due pursuant to a Fee Schedule or Billing Schedule, Owner will remit payment of a prorated amount of the total amount due or owing under the next scheduled payment, and shall be calculated based upon the termination date identified in Consultant's notice of termination and the number of days in between the last progress payment and the next scheduled progress payment. Regardless of which Party terminates this Agreement, in all cases of termination Consultant will also receive payment for all fees and expenses incurred which are directly attributable to termination of this Agreement.

Failure of the Owner to make complete and timely payments to the Consultant in accordance with the Agreement shall be considered substantial non-performance, a material breach of this Agreement, and cause for termination. Notwithstanding the foregoing, if the Owner fails to make timely payment, the Consultant may, upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of a suspension of services for any reason(s) allowed under this Agreement, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Suspension of services in no way acts as a modification or waiver of Consultant's right to terminate this Agreement at any point thereafter.

This Agreement is executed as of the Effective Date identified above. The individuals executing this Agreement hereby represent and warrant that they are duly authorized and legally permitted to bind the Party for whom they are executing this Agreement.

CONSULTANT

CHM, LLC dba Atlas Community Studios, a
Nevada limited liability company

OWNER

City of West Monroe, Louisiana

Name: Alex Holland
Its: Chief Executive Officer

Name: Staci Albritton Mitchell
Its: Mayor



EXHIBIT 1: PROJECT AREA

The Scope of Work referred to in the attached Agreement is expressly limited to professional services relating to and for the benefit of the "Project Area," The Project Area shall be defined as:

The City of West Monroe and Ouachita Parish, Louisiana



EXHIBIT 2: RATE SHEET FOR PROFESSIONAL SERVICES RENDERED

In the event that Consultant is billing the Owner for professional services rendered on an hourly basis for any reason, the following hourly rates apply:

Position	Hourly Rate
Principal	\$175.00
Project Manager	\$165.00
Operations Director	\$160.00
Project Associate	\$150.00

Time is billed descriptively in one hour increments, and all time is rounded up to the next hour. Consultant's rates are reviewed annually, at year end.