

PROFESSIONAL SERVICES AGREEMENT CONSULTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”), is made and entered into as of the day of , 2025 (Effective Date), by and between the CITY OF KEARNS (“**KEARNS**”), a municipal corporation of the State of Utah, and THE LANGDON GROUP, INC, a wholly-owned subsidiary of J-U-B ENGINEERS, INC., an Idaho corporation registered to do business in Utah (“**CONSULTANT**”). **KEARNS** and **CONSULTANT** may be referred to individually as a “**Party**” and collectively as “the **Parties**” as the context may require.

RECITALS:

WHEREAS, KEARNS has created a redevelopment agency to facilitate commercial development throughout its municipal boundaries, including its city center, “Camp Kearns” industrial park, and the Kearns Olympic Oval, which will be a venue during the 2034 Olympics;

WHEREAS, KEARNS requires the services of a qualified consultant to help facilitate Kearns’s economic development activities as it engages with various stakeholders to pursue its economic development goals (the “**Project**”); and

WHEREAS, as part of the Project, KEARNS requires assistance facilitating certain real estate acquisitions and related economic development activities to develop a hospitality and retail center in the vicinity of the Kearns Olympic Oval; and

WHEREAS, CONSULTANT has the requisite professional experience and expertise to provide facilitation services for the **Project**; and

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

- 1.1. Services and Deliverables. CONSULTANT will provide KEARNS with the services described in the scope of work attached as **Exhibit A**, as well as any other related services, documents, or communications not specifically set forth in this Agreement (collectively, the “**Services**”). CONSULTANT will perform the Services in accordance with the guidelines and parameters that KEARNS provides.
- 1.2. Time. CONSULTANT will provide the Services in an expeditious manner in accordance with the schedules that KEARNS establishes. The Parties will agree in writing to any modifications in schedules the Parties have previously agreed upon.

- 1.3. Mandatory Meeting Attendance. For the term of this Agreement, CONSULTANT will attend such meetings and public hearings as KEARNS deems reasonable, necessary, and appropriate for the Services.
- 1.4. Confidentiality. If KEARNS provides CONSULTANT with information it identifies as “**Confidential Information**,” CONSULTANT may not use or derive any benefit from the Confidential Information or permit any other person or entity to examine or use the Confidential Information, without the prior written consent of KEARNS. CONSULTANT will maintain all Confidential Information in the strictest confidence at all times and will take all precautions to preserve the confidentiality of the Confidential Information. Any analyses, compilations, studies, business plans or other documents prepared by CONSULTANT using the Confidential Information and not otherwise available from sources other than KEARNS are and will at all times remain the property of KEARNS and will be considered “Confidential Information” for all purposes of this Agreement. CONSULTANT agrees not to disclose to any person or entity: (i) the fact that discussions and/or negotiations are taking place concerning the Project; (ii) any of the terms, covenants, conditions or other facts with respect to the Project; or (iii) the contents of or the information contained in the Confidential Information, without prior written consent from KEARNS.

2. RESPONSIBILITES, LIMITATIONS, OF KEARNS

- 2.1. KEARNS’s Representative. CONSULTANT will perform the Services in coordination with, and under the direction of, KEARNS’s representative, Councilmember Patrick Schaeffer, or their designee. KEARNS may change its representative at its sole discretion at any time by providing written notification of the change to CONSULTANT.
- 2.2. CONSULTANT Compensation. KEARNS will compensate CONSULTANT in accordance with the fee schedule attached as **Exhibit B** for the Services. CONSULTANT represents that this compensation is adequate and sufficient consideration for CONSULTANT’s performance pursuant to this Agreement. Compensation for any additional Services performed by CONSULTANT at the request of KEARNS for the Project will be determined at the time of request. CONSULTANT will be compensated for additional Services at the rates set forth in Exhibit B.
3. **TERM**. The “Term” of this Agreement will commence upon the Effective Date and continue in effect for five (5) years thereafter. The Parties may mutually agree to extend the Term in writing in accordance with all applicable laws, ordinances, regulations, and policies.

4. INSURANCE AND INDEMNIFICATION

- 4.1. Insurance. CONSULTANT will secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of one (1) year from the date of final payment to CONSULTANT hereunder), such insurance as will protect CONSULTANT with respect to the Services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

- 4.1.1. *Commercial General Liability Insurance.* Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$1,000,000, annual aggregate: \$3,000,000. Limits may be met with excess or umbrella limits.
- 4.1.2. *Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.* Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$1,000,000.
- 4.1.3. *Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.* Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$1,000,000.
- 4.1.4. *Valuable Papers and Records and Electronic Data Processing (Data and Media Coverage Insurance).* In an amount not less than \$150,000.
- 4.1.5. *Worker's Compensation.* In an amount not less than the statutory limits required by law.
- 4.1.6. *Employer's Liability Insurance.* In an amount not less than \$1,000,000.
- 4.1.7. *Professional Liability Insurance.* In an amount not less than \$1,000,000 per claim and \$3,000,000 aggregate.
- 4.1.8. *Contractors.* Except as expressly set forth below, CONSULTANT will require that any and all contractors engaged or employed by CONSULTANT, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated herein.
- 4.1.9. *Conditions.* CONSULTANT may not commence Services under this Agreement until CONSULTANT has obtained all insurance required herein. CONSULTANT will provide KEARNS with Waivers of Subrogation for Worker's Compensation and Employer's Liability Insurance. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein will name KEARNS as Additional Insureds and Endorsements will be issued accordingly. Such Certificates of Insurance and Endorsements will be provided to KEARNS at the execution of this Agreement. CONSULTANT may notify KEARNS not less than thirty (30) days prior to any cancellation, material modification or nonrenewal of any of the required insurance herein. If KEARNS is damaged in any way by failure of CONSULTANT or CONSULTANT's CONSULTANTS to purchase and maintain the insurance coverages and/or limits of liability required under this Section, CONSULTANT will bear all costs, expenses, and damages incurred by KEARNS arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, KEARNS reserves the right to require greater limits of

insurance coverages under this Section at any time in accordance with any changes in the Governmental Immunity Act. Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by KEARNS.

4.2 Indemnification. CONSULTANT agrees to indemnify and hold harmless KEARNS and its officers, authorized agents, and employees, from and against losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal or intellectual property, however caused, resulting directly from, and to the extent arising out of CONSULTANT's, or its agent's, representative's officer's, employees', or contractor's, breach of contract, negligence, recklessness, or intentional misconduct in the performance of this Agreement. CONSULTANT will reimburse KEARNS for the cost of defending said claim in proportion to CONSULTANT's negligence as determined by the trier-of-fact.

5. TERMINATION, NOTICES

5.1 Right to Terminate. KEARNS and CONSULTANT will each have the right to terminate this Agreement in whole or in part for convenience or because of a failure to fulfill contractual obligations. Termination will be effected by delivering a written Notice of Termination specifying the extent to which performance of Services under this Agreement are terminated, and the date upon which such termination becomes effective. In the event the Agreement is terminated prior to full performance by CONSULTANT, CONSULTANT will be paid for Services rendered to the date of termination based upon a percentage of completion of the full performance of this Agreement. After receipt of a written Notice of Termination, CONSULTANT will:

5.1.1 Stop work under the Agreement upon the date and to the extent specified in the Notice of Termination; and

5.1.2 Deliver to KEARNS, any work in process, completed work, completed or partially completed plans, contracts, MOUs, Letters of Intent, information and other documents or communications which would be required to be furnished to KEARNS if the Agreement had been completed.

5.2 Notices. Unless otherwise specified herein, all notices pursuant to, or concerning this Agreement will be delivered to the Parties through standard, certified, or electronic mail at the following addresses. All notices will be deemed to have been received as of the date they are sent to the following addresses, which the Parties may update from time to time in writing.

If to CONSULTANT:

The Langdon Group
Attn: Dan Adams
466 North Kays Dr.
Kaysville, Utah 84037
Email: dadams@langdongroupinc.com

If to KEARNS:

City of Kearns
Attn: Mayor
4956 West 6200 South Suite #527
Kearns, Utah 84118
Email: kbush@kearns.utah.gov

With copies to:

City of Kearns
Patrick Scheaffer, Council Member
4956 West 6200 South Suite #527
Kearns, Utah 84118
Email: pschaeffer@kearns.utah.gov

Greater Salt Lake Municipal Services District
Brian Hartsell
860 Levoy Drive, Suite 300
Taylorsville, Utah 84123
Email: bhartsell@msd.utah.gov

Greater Salt Lake Municipal Services District
Stewart Okobia
860 Levoy Drive, Suite 300
Taylorsville, Utah 84123
Email: sokobia@msd.utah.gov

6. MISCELLANEOUS

- 6.1 No Officer or Employee Interest. No officer or employee of KEARNS has or will have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families will serve on a KEARNS's board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, member or employee of KEARNS and no members of its governing body, and no other public official of the governing body of the locality or localities in which the work provided for in this Agreement is a part will (1) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this Agreement or the proceeds thereto.
- 6.2 Assignability. CONSULTANT may not assign or transfer any interest in this Agreement (whether by assignment or novation) or transfer its duties or performance nor its rights to compensation under this Agreement, without the prior written consent of KEARNS.

6.3 Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and may not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed as specified in this Agreement. CONSULTANT further covenants that, in the performance of said Services, no person having any conflicting interest will be employed.

6.4 Equal Employment Opportunity. CONSULTANT, by entering into this Agreement, or any person acting in its behalf, agrees that it will comply with all federal, state and local laws, rules, and regulations governing discrimination and they may not discriminate in the engagement or employment of any professional person or any other person qualified to perform the Services required under this Agreement or any subcontract executed in the furtherance thereof.

6.5 No Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this Agreement. For any breach or violation of this provision, KEARNS will have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages and will be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

6.6 Amendments. This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the Parties. All changes, including any increase or decrease in the amount of CONSULTANT's compensation or scope of Services, which are mutually agreed upon by and between KEARNS and CONSULTANT, will be incorporated in written amendments to this Agreement and signed by the Parties hereto. No alteration or variation in the terms of this Agreement will be valid unless made in writing as required herein.

6.7 Entire Agreement. KEARNS and CONSULTANT acknowledge and agree that this Agreement constitutes the entire integrated understanding between KEARNS and CONSULTANT, and that there are no other terms, conditions, representations, or understandings, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. The Agreement documents are complementary and what is called for by any one of them will be as binding as if called for by all.

6.8 Non-Funding. The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of KEARNS's fiscal year, which is June 30th. Each Party's obligation beyond that date is contingent upon funds being appropriated for payment due for Services. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient

revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement will create no obligation on KEARNS as to such fiscal year (or any succeeding fiscal year), but instead will terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or, in the event of a reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination may not be construed as a breach of or default under this Agreement and said termination will be without penalty, additional payment, or other charges of any kind whatsoever to the parties, and no right or action for damages for other relief will accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

- 6.9 Applicable Law and Venue. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, will be commenced, maintained, adjudicated, and resolved in the Third Judicial District Court for the State of Utah in Salt Lake County.
- 6.10 Government Records Access and Management Act. KEARNS is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If CONSULTANT believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), CONSULTANT must provide a written claim of business confidentiality to KEARNS that complies with Utah Code Ann. § 63G-2-309(1). CONSULTANT agrees to cooperate with and to supply any requested records to KEARNS with any public records request. This obligation will survive any suspension or termination this Agreement.
- 6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the recovery of reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record, will be apportioned in accordance with State law.
- 6.12 No Third-Party Beneficiaries. The execution, performance, and delivery of this Agreement may not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than CONSULTANT and KEARNS.
- 6.13 No Consequential Damages. Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
- 6.14 Non-Waiver. Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, may not be deemed

to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval may not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

6.15 Counterparts/Electronic Signatures. This Agreement may be executed in counterparts, each of which when taken together will constitute one complete agreement. Electronic signatures will be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

6.16 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Party or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, may not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

6.17 Further Assurances. The Parties will execute and deliver all other appropriate supplemental or corrective agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

6.18 Binding Effect. This Agreement will be binding upon the Parties and their respective permitted successors and assigns.

6.19 Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

6.20 Incorporation of Exhibits/Recitals. The Exhibits and Recitals set forth in this Agreement are incorporated herein by reference and attachment.

6.21 Government Immunity. KEARNS advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). KEARNS does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by KEARNS under this Agreement are expressly limited to the amounts identified in the Act.

6.22 Status Verification. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G- 12-101 to 402, any entity physically performing Services within Utah for a public employer is required to participate in Utah's Status Verification System. CONSULTANT will provide KEARNS a certification of its compliance with this

requirement prior to performing work under this Agreement, unless exempted by Utah Code Ann. 63G-12-302.

6.23 Survival. The rights and duties under Sections 1.4. and 4. of this Agreement will survive the termination of this Agreement subject to applicable law.

6.24 Legal Review. Both Parties represent that they fully understand: their right to review all aspects of this Agreement with attorneys of their choice and that they have had the opportunity to consult with attorneys of their choice; that they have carefully read and fully understand all the provisions of this Agreement; and that they are freely knowingly and voluntarily entering into this Agreement. The rule that such an agreement is to be construed against the drafter may not be applied to this Agreement.

6.25 Successor Legislation. Any statute referred to in this Agreement will be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

6.26 Interpretation. In this Agreement, unless the context otherwise requires:

6.26.1 The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

6.26.2 Use of the singular, plural, or a gender will include the other, and the use of the words “include” and “including” will be construed to mean “without limitation” or “but not be limited to.”

6.26.3 The word “may” is permissive; the words “may not” are prohibitive; and the word “will” is mandatory or required; and

6.26.4 The present tense includes the future tense, unless otherwise specified.

[execution on following page]

IN WITNESS WHEREOF, each of the Parties execute this Agreement as of the Effective Date.

KEARNS:

By: _____
Kelly Bush, Trustee (and Mayor of the
City of Kearns)

Attest

Diana Baun, City Recorder

CONSULTANT

By: _____
Name: Dan Adams, The Langdon Group
Title: Senior Executive

Exhibit A **Scope of Work**

The following will constitute the “**Services**” Contractor will perform under the Agreement.

1. Background

Kearns has established a community redevelopment agency (“**CRA**”) to:

- Strengthen the city’s tax base;
- Provide sustainable revenue for city operations, reducing the need for future tax increases on residents; and
- Generate net benefits for all taxing entities through increased taxable property values and revenue growth.

Kearns intends use the 2034 Winter Olympics as a catalyst for the CRA to acquire and redevelop land that Salt Lake County and the Oquirrh Recreation and Parks District own in the vicinity of the Kearns Olympic Oval into a hospitality/entertainment/retail district. While the district will need to be financially viable regardless of the Olympics, Kearns intends fort his effort to serve as a catalyst that will support its other redevelopment goal, including the re-development of the city center and the further development and optimization of Kearns’s industrial/manufacturing zone, also known as “**Camp Kearns**.”

2. Project Objectives

Contractor will support Kearns and the CRA and key stakeholders to develop a framework for alignment and cooperation of goals. Key objectives include:

- Coordinating efforts related to the 2034 Olympics and using the Olympics and the development of a hospitality/entertainment/retail zone around the Olympic Oval to support the redevelopment of the city center and Camp Kearns;
- Facilitating discussions on redevelopment opportunities to avoid duplication of effort and conflicts between the redevelopment of the Olympic Oval, city center, Camp Kearns, and other redevelopment efforts;
- Aligning missions and operations to support the economic development of key project areas;
- Helping stakeholders understand the mutual benefits of collaboration; and
- Identifying the needs and priorities of each entity and demonstrating how the project can meet them.

3. Contractor Personnel

Dan Adams will be Contractor's primary point of contact with Kearns, with support from Brianne Bigelow, Jennifer Fowler, and Brooke Holm.

4. Contractor's Role and Services

Contractor's role is to convene and facilitate a multi-organization stakeholder discussion among a group of key stakeholders to help implement Kearns's economic development goals, starting with the acquisition and/or development of the lands near the Kearns Olympic Oval. In addition to Kearns itself, other key stakeholders include, but are not limited to, Salt Lake County, the Oquirrh Recreation and Parks District, the Utah Olympic Legacy Foundation, the Kearns Improvement District, and the Granite School District. Contractor will fulfill its role in two phases.

A. Phase 1

Under phase one, Contractor will develop an effective stakeholder engagement strategy to guide Kearns's economic development efforts and to help Kearns achieve its economic development goals (the "Strategy").

To develop the Strategy, Contractor will:

- Identify key organizations in addition to those listed above and identify key personnel for all relevant stakeholders;
- Develop interview questions and schedule interviews with identified stakeholders;
- Dan Adams and Brianne Bigelow will schedule and conduct a series of one-on-one interviews at a location convenient for the interviewee to identify potential risks, challenges, and opportunities for collaboration and the sharing of resources; and
- At the completion of the assessment, Contractor will develop the Strategy, which it will present to Kearns at a workshop for Kearns to review, modify, and ultimately approve.

Upon completion of the workshop regarding phase one findings, Contractor will re-evaluate the scope of work and tasks for completion of phase two and develop a list of tasks for phase two and a related schedule for the completion that Kearns will review and approve. In short, phase one will focus on identifying ways to align Kearns's economic development goals with the needs and goals of the other stakeholders.

B. Phase 2

Under phase two, Contractor will execute the stakeholder engagement strategy Kearns approves. The Parties anticipate that the implementation of phase two will require significant facilitation work between Kearns and the key stakeholders Contractor identifies under phase one. The Parties

further anticipate that phase two will involve engagement strategies with key legislators, several state agencies, including the Governor's office of Planning and Budget, among others, and the possible use and development of Kearns's websites and social media presence.

5. Project Management

In carrying out phase one and phase two, Contractor will take direction from Councilman Patrick Scheaffer and will consult, as directed, with applicable Kearns staff and contractors, including but not limited to Nathan Bracken, the City Attorney; Adam Long, the legal counsel for the Kearns Community Reinvestment Agency; Dan Torres, Kearns's economic development director; and other applicable staff from the Greater Salt Lake Municipal Services District, which provides municipal services to Kearns.

The Parties also acknowledge that Kearns has also retained Clearwater Financial, a municipal advisory firm to evaluate the economic, financial, and other considerations associated with Kearns's economic development goals. Consultant will consult with Clearwater Financial as Kearns may direct and will incorporate Clearwater Financial's findings into its performance of the Services.

6. Timeline

Contractor will complete phase one by December 12, 2025. Contractor will complete phase two in accordance with the schedule Kearns approves following the completion of phase one.

Exhibit B
CONSULTANT FEE SCHEDULE

Contractor's fees for the Services will depend on the amount of time Contractor spends providing the Services, which Contractor will bill to Kearns in accordance with the following hourly rates:

- Dan Adams – \$275/hour
- Brianne Bigelow – \$178/hour
- Jennifer Fowler – \$178/hour
- Brooke Holm (bookkeeper) – \$150/hour

Time is billed on a 1/10th of an hour basis.

Contractor will provide Kearns with a written invoice each month that includes a summary description the time Contractor spent on each task, the date Contractor performed the task, and the related fee for each task. Each invoice will include the total fees owing to Contractor. Kearns will pay all invoices within thirty (30) days of receiving an invoice.

The Parties anticipate that the total cost for Contractor to perform the Services will be \$30,000. Contractor will not incur fees in excess of \$30,000 without Kearns's prior written authorization. In no event, however, will Kearns pay Contractor more than \$100,000.