

THIS CONSULTING AGREEMENT (this “Agreement”) is made and entered into effective as of the ____ day of June 2026, by and between **MWM Consulting, LLC**, a Kentucky limited liability company (“Consultant”), and the **Woodford County, KY, City of Versailles, KY and City of Midway, KY**, a Kentucky non-profit corporation (“the Community”).

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services to be Provided.

(a) The Community hereby engages Consultant and Consultant hereby accepts such engagement, to provide such consulting services as the Community may reasonably request in connection with the business of the Community identified on Exhibit “A” attached hereto and incorporated herein.

(b) Consultant agrees that during the term of this Agreement, it will perform such duties to the best of its ability and in a diligent manner. Consultant shall be permitted to engage in other business interests of Consultant including, but not limited to contracting with persons and entities that the Community may do business with, so long as such business activity does not interfere with the performance of Consultant’s duties and obligations hereunder.

2. Term. The term of this Agreement shall commence on July 1, 2026, and shall end on June 30, 2028.

(a) Either Consultant or Community may terminate this Agreement prior to June 30, 2027, by providing no less than thirty (30) days’ prior written notice to the other party. Unless either party provides written notice to the other party of its intent not to review prior to June 30, 2028, this Agreement shall automatically renew for an additional twelve (12) month term.

3. Compensation. In exchange for the services provided by Consultant, Consultant shall be paid in accordance with Exhibit “B” attached hereto and incorporated herein.

4. Confidentiality. Consultant acknowledges and agrees that any Confidential Information obtained by Consultant while engaged pursuant to this Agreement concerning the Community is important to the Community and to the effective operation of the Community’s business. The term “Confidential Information” shall include all the Community’s information, documentation, data, materials, trade secrets, business processes, and intellectual property, but shall not include, and the obligations imposed under this Agreement shall not apply to Confidential Information that is: (a) made public by the Community; (b) generally available to the public other than by a breach of this Agreement by Consultant; (c) was known to Consultant prior to receipt from the Community; and/or (d) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence.

Consultant will not use or disclose to any third party the Confidential Information for any purpose other than to perform its obligations and exercise its rights granted under this Agreement. If Consultant is legally requested or required to disclose the Confidential Information to any third

party, Consultant shall promptly notify the Community of such request or requirement prior to disclosure so the Community may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. Consultant agrees to protect the confidentiality of the Confidential Information in the same manner and utilizing the same safeguards that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than reasonable care.

5. Independent Contractor.

(a) The Community and Consultant hereby affirm that Consultant is an independent contractor and not an employee of the Community. Consultant acknowledges and understands that, as an independent contractor, Consultant will not be eligible for any benefits or privileges to which employees of the Community are entitled. Rather, the only benefits or privileges for which Consultant may be eligible are those specifically set forth in this Agreement. Consultant also acknowledges that, as an independent contractor, the compensation that Consultant receives pursuant to this Agreement shall not be considered “wages” for purposes of income tax withholding, the Federal Insurance Contributions Act (“FICA”), and unemployment taxes. Consultant further acknowledges that Consultant is solely responsible for any tax liability arising from payments made under this Agreement, and Consultant agrees to indemnify the Community fully from any and all liability that might be assessed against the Community for Consultant’s failure to withhold or pay taxes on such compensation.

(b) Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the Community, and Consultant shall have no authority to represent the Community as an employee or agent or in any other capacity.

(c) With respect to all services rendered under the terms of this Agreement, Consultant agrees that Consultant, (i) shall not be eligible for, nor make any claim or seek participation in any Community employee benefit plan, policy, or practice, including but not limited to any savings, pension, bonus, health, welfare, severance, or vacation plan, policy or practice, even if Consultant, is, or is deemed classified at any time by a finding by any agency, court or other tribunal or by any other means, as, for any purpose, an “employee” or a “common law employee” of the Community or any affiliate thereof, or (ii) to the fullest extent allowed by law, shall not be eligible for, nor make any claim under, any workers compensation plan or unemployment insurance.

6. Cooperation with the Community After Termination. Following termination of this Agreement, Consultant shall cooperate with the Community in all matters relating to the winding up of work on behalf of the Community and the orderly transfer of any pending work to such persons as may be designated by the Community.

7. Surrender of Books and Records. Consultant acknowledges that all files, records, lists, books, literature, and other materials owned by the Community or used by it in connection with the conduct of its business shall at all times remain the property of the Community. Upon termination of this Agreement, regardless of cause, Consultant, or its representative in case of death, will surrender to the Community all such files, records, lists, books, literature and other materials.

8. Limitations on Liability. Consultant's and its owners' and employees' total liability arising out of this Agreement shall be limited to an amount equal to the lesser of (a) the fees paid to Consultant during the course of this Agreement or (b) \$5,000.00. In no event shall either party or its owners or employees be liable to any other party for any indirect, incidental, special, consequential or exemplary damages. Each party shall use commercially reasonable efforts to fulfill its obligations hereunder but shall in no event be responsible for any failure or delay in performance due to any catastrophe, act of God or government authority, civil strife, or any other cause beyond the reasonable control of such party.

9. Out-of-Pocket Expenditures. Out-of-pocket expenditures shall be paid in accordance with Exhibit "B" attached hereto and incorporated herein and will be included in the next monthly invoice.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regards to its choice of law provisions.

(b) Validity. The invalidity or unenforceability of any provisions of the Agreement shall not affect the validity or enforceability of any other provisions of the Agreement and such other provisions shall remain in full force and effect.

(c) Modification and Amendment. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(d) Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and will be deemed to have been given on the date of delivery personally or by confirmed facsimile or by deposit in the United States Mail postage prepaid by registered or certified mail, return receipt requested, addressed as follows, until changed by written notice to the other party:

To Consultant: MWM Consulting, LLC
135 West Short Street
Lexington, Kentucky 40507

To the Community: Woodford County KY (Including the cities of Versailles and Midway)
103 S. Main Street
Versailles, KY 40383

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MWM CONSULTING, LLC

By: _____

Its: _____

THE COMMUNITY:

WOODFORD FISCAL COURT

By: _____

James Kay, County Judge Executive

CITY OF VERSAILLES

By: _____

Laura Dake, Mayor

CITY OF MIDWAY

By: _____

Grayson Vandegrift, Mayor

EXHIBIT “A”

SERVICES

SERVICES PROVIDED BY MWM

1. Property Identification, Acquisition, and Disposition Support

MWM Consulting will assist the Community in the identification, evaluation, acquisition, and disposition of industrial property, whether currently owned, under contract, or under consideration for future control. This comprehensive support includes:

- Organizing and leading property tours for sites under public control as well as privately held properties not currently under public ownership or contract;
- Conducting site verification, including size, topography, access, and readiness;
- Evaluating utility infrastructure (electric, gas, water, sewer, broadband) and service capacity;
- Performing logistics analysis related to transportation networks, labor access, and market reach;
- Reviewing planning, zoning, and permitting requirements;
- Coordinating environmental due diligence and regulatory assessments;
- Soliciting and reviewing bids for site due diligence and preparation for properties;
- Advising and assisting the Community in the acquisition of property through option agreements or purchase contracts;
- Supporting the marketing and disposition of publicly-owned or controlled real estate to private-sector end-users or development partners.

Note: All real estate brokerage activity related to acquisition or sale of property will be conducted through Block + Lot Real Estate under a separate agreement.

2. Funding Strategy and Representation

MWM Consulting will lead efforts to identify and pursue funding opportunities that support the Community’s economic development priorities. This includes:

- Strategic counsel on competitive funding programs such as the Kentucky Product Development Initiative (KPDI), federal EDA programs, USDA grants, and other relevant state and federal sources;
- Research and evaluation of local, state, and federal funding opportunities that support site development, infrastructure, planning, workforce, and project implementation;
- Development of application materials, supporting documentation, and required coordination with government agencies and community partners;
- Ongoing guidance to align eligible uses and project structuring with funding requirements and timelines.

3. Stakeholder Engagement

MWM will serve as a liaison to key public and private partners, facilitating regular communication and alignment. This includes:

- Day-to-day correspondence with local elected officials, economic development leaders, and planning agencies;

- Coordination with regional and state-level organizations such as the Kentucky Cabinet for Economic Development and utility providers;
- Participation in public meetings, work sessions, and strategic briefings from time to time

4. Project & Client Management

MWM will manage the overall execution of the project and serve as the primary point of contact for the Community. This includes:

- Coordinating submission of candidate sites for consideration by new or expanding industrial clients;
- Preparing client-facing materials such as site profiles, maps, and due diligence summaries;
- Facilitating alignment among local staff, consultants, and potential end-users.

5. Development Management

MWM will oversee the early-stage planning and development coordination for selected sites, including:

- Managing conceptual site design and layout planning;
- Coordinating with civil engineers, land planners, surveyors, and utility consultants;
- Serving as owner's representative in meetings with architects, engineers, and contractors;
- Supporting cost estimation, value engineering, and construction planning as needed.

EXHIBIT “B”

COMPENSATION

1. **Base Consulting Fee.** The Community shall pay Consultant during the term of this Agreement, a total Base Consulting Fee of \$151,800, payable in twenty-four (24) monthly payments of \$6,325 each (the “Base Consulting Fee”) which shall be payable on or before the 10th day of each month in advance at the place for service of notice to Consultant as provided above or at such other place as Consultant may direct.

The Community has agreed to divide the Base Consulting Fee among the three participating jurisdictions based on each locality’s share of the total population. The Base Consulting Fee will be distributed as follows: Woodford County, KY – 35%; City of Versailles, KY – 44%; and City of Midway, Kentucky – 22%.

2. **Performance Fee.** If state or federal grant funds are secured on behalf of the Community by the Consultant during the time of this Agreement, the Community shall pay Consultant a Performance Fee per grant secured. Each Performance Fee shall be based on a sliding scale tied to the total amount of state or federal grant funding the Consultant secures on behalf of the Community. The Performance Fee shall be calculated as follows:
 - a. 3% on the first \$0 - \$3,000,000 in grant funds secured;
 - b. 2% on the next \$3,000,001 - \$6,000,000;
 - c. 1% on any amount exceeding \$6,000,000.

The Performance Fee shall be earned when the grant funding is secured and shall be paid to Consultant as follows:

- d. As to projects that proceed, payments shall be made to Consultant as grant funds are delivered to the Community or as draw requests are submitted and approved, whichever occurs first.
- e. As to projects the Community chooses not to proceed with or the Community otherwise fails to draw down awarded grant funds secured by Consultant within one (1) year, the full Performance Fee based on the awarded amount shall be paid to Consultant upon the earlier of (i) 30 days after the Community chooses not to proceed or (ii) one year after the grant funds were secured.

The Performance Fee will be paid by the locality or localities benefiting from the grant-funded project. If a project benefits a single jurisdiction, that locality will be responsible for the full fee. If a project benefits multiple jurisdictions, the benefiting localities will determine an equitable division of the fee.

3. **Brokerage Fee.** The Community acknowledges that real estate brokerage services related to property acquisition, disposition, or leasing may be provided in connection with economic development projects pursued under this Agreement. These services will be

handled through Block + Lot Real Estate, a licensed Kentucky real estate brokerage with which Consultant is affiliated. While Consultant is not an owner of Block + Lot, the firms collaborate closely on projects involving site selection and development.

The standard brokerage fee for commercial real estate transactions typically totals 6% of the total sale price or base rent and is most often split between the buyer's/tenant's broker and seller's/landlord's broker. In most transactions, this fee is paid by the seller or landlord. However, the exact terms, fee amount, and payment responsibilities will be addressed in a separate agreement specific to each transaction and executed in accordance with all applicable laws and regulations governing broker agreements.

Nothing in this Agreement shall be construed as establishing a fixed brokerage fee or obligating the Community to proceed with any transaction with Block + Lot Real Estate without a separate mutually agreed-upon broker agreement. This section serves to disclose the potential for brokerage services and associated fees as part of the overall economic development consulting relationship.

4. **Reimbursable Expenses.** In-state travel costs and other related costs to perform the job have been factored into the Base Consulting Fee. However, out-of-state travel, if required, including but not limited to airfare, hotel, food, and beverage, etc., will be considered an outside expense and shall be reimbursed with submission of expense documentation. Additionally, costs associated with hosting a potential prospect on behalf of the Community, including food and other related costs to properly host the visit, will be billed to the Community.
5. **Supplemental Services.** In addition to the Base Consulting Fee, Performance Fee and Reimbursable Expenses set forth above, the Community shall pay Consultant for any agreed upon additional supplemental services not outlined in Exhibit B, which payment terms shall be set out in a separate agreement.