

January 13, 2026

City of Vicksburg Board of Mayor and Aldermen
 Attention: Mayor Thompson
 1401 Walnut Street
 Vicksburg, MS 39180
 mayorwillisthompson@vicksburg.org

Jeff Miller, MAI, AI-GRS, ASA, CCIM
 Managing Partner
 404-354-2331
 jmiller@skylinevalue.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This letter, together with the attached Standard Terms and Conditions, will form our agreement for services regarding the subject property ("Agreement"). If this Agreement is acceptable, please sign the letter below, or have an authorized person affiliated with your organization sign. Please retain a copy for your records and return a signed copy to us, along with any specified retainer. We look forward to working with you on this assignment.

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| Property Identification | 5855 US-61, Vicksburg, MS 39180 – Please see Addenda |
| Property Type | Special Purpose |
| Interest Valued | Fee Simple Interest |
| Client Name | Vicksburg Warren Economic Development Partnership |
| Intended User(s) | The appraisal will be for sole use and benefit of the Client, their representatives, and identified intended user(s). No other users are intended or authorized, and no other parties should use or rely on the appraisal or any content in the appraisal report for any purpose without the written consent of Southern Skyline Valuations. |
| Intended Use | The report to be performed under this Agreement ("Appraisal") is intended for Decision-Making/Internal and possible sale. |
| <p><i>Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.</i></p> | |
| Type of Value | As-Is |
| <p>The definition of the type of value will be stated in the report. Southern Skyline Valuations is not responsible for determining whether the type of value stated for this assignment is appropriate for Client's intended use, as that determination may be a legal matter or the subject of Client's internal requirements. An "as is" value is not a prediction of any future value or a representation of the price the property may be sold for in distress or foreclosure. If a different type of value is necessary, please inform us prior to executing this Agreement.</p> | |
| Date of Value | Date of inspection |
| Report Type | Appraisal Report |
| Prior Services | USPAP Disclosure: The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that will be the subject of this report within the three-year period immediately preceding this agreement. |
| Professional Fee | \$30,000 |
| Send Payment to | 12460 Crabapple Road, Suite 202-117, Alpharetta, GA 30004 |
| <p>If Wire, ACH or Zelle are preferred, please request instructions.</p> | |
| Expenses | Fees include all associated expenses. |
| Payment Terms | Payment is due upon engagement. Work on the assignment will commence once payment is received. |

SCOPE OF WORK

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| Site Inspection | Interior and exterior observation, on-site |
| Valuation Approaches | <p>Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, State Licensing Laws and the Uniform Appraisal Standards for Federal Land Acquisitions, 2016 (Yellow Book).</p> <p>Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">▶ Cost Approach, if applicable▶ Sales Comparison Approach, if applicable▶ Income Approach if applicable |
| | <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p> <p><i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i></p> |
| Hypothetical Conditions | None |
| Special/Extraordinary Assumptions | Extraordinary Assumptions may be added if needed during development of the appraisal and, if applicable, will be disclosed in the report |
| Delivery | 4-5 weeks from authorization – Client's authorization to proceed is indicated by receipt of payment and signed/returned engagement contract, Southern Skyline Valuations will use its best efforts to deliver the appraisal report no later than such date. Delivery of the report is contingent on Southern Skyline Valuations' timely receipt of information and documentation from Client and other parties, as well as access to the property if necessary for the scope of work. In the event of a delay, Southern Skyline Valuations will inform Client as soon as reasonably practicable |
| Number of Reports | One (1) Electronic Final Appraisal. Hard copies are available at \$150 per report. |
| Acceptance Date | These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter. |
| Additional Services | All additional services, after the appraisals are completed and reviewed, if needed, will be provided on an hourly basis with at \$400 per hour, senior associates at \$250 per hour and associate appraisers at \$150 per hour. Services include travel, research, client phone calls, time spent analyzing and writing, meetings, and court-related activities, if any. If further services are required after the initial consulting work, a retainer equivalent to half of the expected fee will be required prior to starting additional work. |

PROPERTY DOCUMENTATION

Client agrees to provide accurate documentation and information as requested by Southern Skyline Valuations to complete the appraisal. Delays in receipt of the documentation or in property access may result in Southern Skyline Valuations being unable to deliver the appraisal report on the agreed-upon delivery date.

Information Request List

Basic Information:

- Current Listing Information
- Current Agreement To Purchase
- Boundary Survey or Site Plan
- Any Environmental Report(s)
- List and cost of major repairs/upgrades performed in the past 24 to 36 months

Proposed Construction/Capital Improvements:

- Construction Cost Breakdown
- Cost to Complete Construction
- Proposed Building Plans & Specifications
- Builder/Developer Contact Information
- List and cost, contractor bids, or budgets for any proposed additions or renovations

Improved Property:

- Building Plans and Specs
- Building Sketch / Drawing
- Gross Building / Net Rentable Areas
- Other

Income Producing Properties:

- Leasing Broker Contact Information
- Asking Rent for Vacant Spaces
- Past 3-year operating statements
- Current Rent Roll
- Copies of all leases or lease abstracts
- Annual Property/Casualty insurance premium (actual or budgeted)

For Multi-Family Properties:

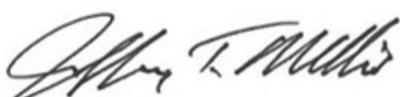
- Unit Mix with Rents and Unit Size
- Quoted Rents for each Unit Type
- Other Income
- 3-Year Historic Vacancy

Standard Terms And Conditions And Assumptions/Limiting Conditions.

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. Each appraisal will also be subject to the assumptions and limiting conditions stated within the report.

The offer to provide the services described is valid for 30 business days from the date of this letter.

By: Cantrell Miller, LLC, d.b.a. Southern Skyline Valuations



Jeff Miller, MAI, AI-GRS, ASA, CCIM
Managing Partner
January 13, 2026

Agreed and accepted on behalf of Client:

By:

Willis Thompson

Client Name: City of Vicksburg, Mississippi

Title: Mayor

Dated: January 20, 2026

Please provide:

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|---------------------------|-----------------------------------|
| Information/Data Contact: | Willis Thompson, Mayor |
| Phone: | 601-631-371 |
| E-Mail: | mayorwillisthompson@vicksburg.org |

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|------------------------------|--------------------------------|
| Property Inspection Contact: | Vickie Bailey, Alderwoman |
| Phone | 601-634-450 |
| E-Mail | alderwomanbailey@vicksburg.org |

STANDARD TERMS AND CONDITIONS

1. **“Personnel.”** When capitalized, the term “Personnel” refers to all employees, partners, owners, shareholders, members, officers, directors, or independent contractors of the respective party.
2. **Responsibility for Services.** Southern Skyline Valuations is solely responsible for the services provided under this Agreement and the work product of its appraisers.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Southern Skyline Valuations’ regular hourly rates. If Client places the assignment “on hold” and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Southern Skyline Valuations’ costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Southern Skyline Valuations will provide 30 days’ notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Southern Skyline Valuations. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Southern Skyline Valuations has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Southern Skyline Valuations shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Southern Skyline Valuations, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial, and objective. Southern Skyline Valuations’ fees and Client’s obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Southern Skyline Valuations and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Southern Skyline Valuations may disclose the appraisal report, assignment results and other

information relating to an appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards. Client further consents to and authorizes Southern Skyline Valuations to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Southern Skyline Valuations' engagement under this Agreement does not include Southern Skyline Valuations' or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Southern Skyline Valuations or any of its Personnel as an expert witness in any court, arbitration, or other proceeding without the prior written consent of Southern Skyline Valuations.
9. **Subpoenas and Testimony.** In the event that Southern Skyline Valuations or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Southern Skyline Valuations shall provide notice thereof to Client and Client agrees that Southern Skyline Valuations or any of its Personnel may disclose such information as required to comply with such process and to compensate Southern Skyline Valuations for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Southern Skyline Valuations' rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Southern Skyline Valuations may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Southern Skyline Valuations prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Southern Skyline Valuations' analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Southern Skyline Valuations becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Southern Skyline Valuations assisting or providing any services in connection with the services to be provided under this Agreement (each a "Third-Party Beneficiary") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Southern Skyline Valuations, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.
12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Southern Skyline Valuations' prior written authorization. If Client publishes or uses the report or Southern Skyline Valuations' work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Southern Skyline Valuations and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Southern Skyline Valuations and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials, or other contamination of any kind. Southern Skyline Valuations will conduct no hazardous materials or contamination inspection of any kind.

14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 19, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "Claim") between Client and Southern Skyline Valuations shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.

15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.

- a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Southern Skyline Valuations and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Southern Skyline Valuations for any Claim shall be limited to the total compensation actually paid to Southern Skyline Valuations for the appraisal or other services that are the subject of the Claim. This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Southern Skyline Valuations for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Southern Skyline Valuations, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Southern Skyline Valuations or its Personnel against Client in accordance with Section 19 (each an "Indemnification Claim"), or for publication of any report other than as may be expressly permitted by this Agreement (each a "Publication Claim").
- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Southern Skyline Valuations, its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
- c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.

16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.

17. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid. *To the fullest extent permitted by law*

18. **Indemnification.** Client will defend, indemnify and hold Southern Skyline Valuations and its Personnel (each being an "Indemnified Party") harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys' fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a "Third-Party Action") where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Southern Skyline Valuations has consented in writing to adding such person as an intended user, (c) Client's provision of inaccurate information or documentation, (d) Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.

19. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state of *Mississippi* in which Southern Skyline Valuations' office is located. Client and Southern Skyline Valuations agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought *to the state of Mississippi*.

~~in a state or federal court having jurisdiction over the location of the Southern Skyline Valuations' office, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.~~

20. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
21. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
22. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
23. **Survival.** Sections 2, 5 through 10, and 12 through 22 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

Addenda

