

AGREEMENT

This AGREEMENT entered into on the 20th day of April, 2022, at Indianapolis, Indiana, by and between the Indiana Affordable Housing Council, Inc. (IAHC herein) and Tamm Capital Group, Inc. (TCG herein).

WITNESSETH:

WHEREAS, the IAHC is a trade association located in the State of Indiana;

WHEREAS, TCG is an Indiana corporation engaged in association management and lobbying,

WHEREAS, each party wishes to enter into an agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements undertaken herein, and for good and valuable consideration, it is agreed by IAHC and TCG as follows:

1. Prior Agreements: This agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.
2. Management: IAHC shall retain the services of TCG to manage the association under the terms and conditions set forth below.
3. Duties and Responsibilities: TCG shall be responsible for the fiscal management of all IAHC funds, including budgeting, supervising and receiving and disbursing all monies including those in the IAHC operating budget. TCG shall be responsible for all board and membership meetings, compliance and management; record keeping, membership development and retention, association communications, website management, reputation building, branding, marketing, membership directory, database management and such other IAHC management functions as may be assigned by the IAHC Board of Directors, Officers and Committee Chairs. All disbursements or appropriation of IAHC funds by TCG must be made in conformance with the IAHC annual budget, as may be approved and amended from time to time by the IAHC Board of Directors.

3a. Conference Responsibilities: TCG will manage the registration process for all attendees of the conference and essentially become the customer service side of the conference. We will work daily to process registrations, follow-up with registrants on missing information, field registration questions and concerns, ensure invoicing is sent out in a timely fashion, capture registrant information to build on conference and IAHC communications and make sure that the newly enacted IAHC New Member discount is applied.

IAHC staff will also work with the Dauby O'Conner & Zaleski, LLC (DOZ) team to field inquiries from conference sponsors and ensure that sponsors are receiving all the benefits associated with the tier in which they've committed funds.

4. Personnel: TCG shall be responsible for interviewing and hiring individuals for those TCG staff positions needed to perform all reasonable and legitimate association management functions as may be assigned to TCG by IAHC. TCG shall be responsible for the retention or termination of such TCG employees as TCG shall determine. No employment relationship shall exist between such TCG staff and IAHC.
5. Conflicts: As stated above, TCG is an Indiana corporation engaged in association management and lobbying. It is also understood that there can be certain mutual benefits if TCG and its employees accept other association management and lobbying efforts, not in conflict with the spirit of this Agreement and TCG's obligation created herein. As a result, TCG and its officers and employees may contract with other persons, corporations or associations for the performance of association management and lobbying services, provided, however, TCG, and its officers and employees shall not enter into any such association management or lobbying agreements which would be in conflict with the interests of IAHC. TCG shall provide a list of its current clients to IAHC and shall provide updates thereto in a timely fashion. If IAHC reasonably believes in good faith that a conflict of interest exists between IAHC and any TCG client, IAHC shall have the right to terminate this agreement upon thirty (30) days written notice.
6. Compensation: The parties agree that the compensation that the IAHC shall pay to the TCG as compensation for association management services an amount equal to \$4,800.00 per month (\$57,600 annually). It is understood that at the end of each year of this Agreement, the compensation shall be reviewed and, if warranted, readjusted, by IAHC Board of Directors, based upon factors, including, but not limited to scope of services requested, cost of living increases and TCG's success in fulfilling the objectives of the IAHC. The compensation shall remain at any previously agreed to amounts until a change is approved by the Board of Directors of IAHC.
7. Terms: This Agreement shall be effective for a period beginning May 1, 2022, and ending April 30, 2025. This agreement may be terminated at any time by mutual agreement of the parties or by IAHC, without notice, upon its determination that TCG is not exercising reasonable care in the performance of the IAHC management functions in accordance with the terms of this Agreement. In the event of death or incapacitation of Patrick Tamm, IAHC may, at its option, immediately terminate this Agreement.
7. OWNERSHIP OF MATERIALS AND INFORMATION: All materials and information produced by or for TCG, or entrusted to TCG, for the benefit of IAHC pursuant to this Agreement are and shall be the sole property of IAHC. Such materials include without

limitation IAHC 's membership and prospect lists, conference registration lists, other mailing lists, publications, copyrights, trademarks, files, financial records and similar property or information now existing or acquired during the term of this Agreement.

Should the Agreement be terminated, all such materials and information shall be delivered by TCG to IAHC or to such person or entity as may be designated by IAHC in writing.

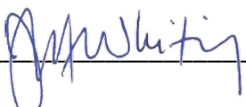
IAHC and TCG agree that all procedures, systems, forms and computer programs used by TCG in providing services to IAHC hereunder (with the exception of such procedures, systems or computer programs which were purchased by IAHC or purchased by TCG and charged to IAHC, which items shall be considered the sole property of IAHC) are the property of TCG and may be further used by TCG at any time for any purposes it requires.

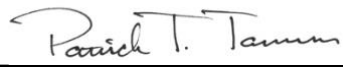
8. Insurance: IAHC may, in its sole discretion, purchase a key-man life insurance policy on the life of Patrick Tamm or any subsequent principal executive of TCG assigned to service IAHC in the chief of staff capacity.
9. Disputes and Default: In the event of a dispute between the parties, the parties agree to mediate the dispute in accord with the Indiana Rules for Alternate Dispute Resolution. In the event the dispute is not resolved, the exclusive Court jurisdiction to resolve disputes shall be deemed to be Marion County, Indiana. In the event that either party to this agreement shall default in the performance of their obligations herein and the non-defaulting party initiates a legal action to enforce the terms of the Agreement against the non-performing party, the prevailing party in such legal action shall be entitled to its reasonable attorney fees.
10. Applicable Law: This contract shall be construed in accord with the laws of the State of Indiana.

Signed at Indianapolis, Indiana this 20th day of April.

INDIANA AFFORDABLE
HOUSING COUNCIL, INC.

TAMM CAPITAL GROUP

By: 
Printed Name: Jeffrey A. Whiting

By: 
Printed Name: Patrick T. Tamm