THOMAS R. RAINES

ATTORNEY AT LAW, LLC

20 N. WACKER DRIVE · SUITE 556 CHICAGO, ILLINOIS 60606 (312) 750-1166 · (312) 750-1164

May 16, 2017

Mr. Marc Bushala Atrium Events, LLC 4325 N. Ravenswood Avenue Chicago, IL 60613

I am pleased that you have asked me to serve as your counsel. I submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, please call me.

1. Client and Scope of Representation. My client will be Atrium Events, LLC, an Illinois limited liability company (hereinafter the "Client"). Client hereby engages this office to undertake the lead on and advise it in every aspect of its efforts to file a City of Chicago zoning amendment changing the zoning classification from an M1 district to that of a C1-5 district for the real estate located at 4325 N. Ravenswood Avenue in Chicago, Illinois (the "Project"). I will advise the Client in connection with, and the scope of my engagement and duties to Client shall relate to the Project. In addition to the zoning work I will perform for Client, I may also generally advise Client on other matters related to the Project. You may limit or expand the scope of my representation from time to time, provided that any substantial expansion must be agreed to by both of us.

2. Term of Engagement. My representation will terminate upon the Client's request (for any reason at Client's sole discretion) or my sending you a final statement for services rendered. In the event Client wishes to terminate my representation for any reason, Client shall not be responsible for any payments for services not yet rendered, however, all fees already paid shall be considered earned and nonrefundable. Upon such termination please advise me if you wish to have any documents delivered to you, otherwise, all such documents will be stored here or transferred to my records retention program. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any such documents retained by this office.

You are engaging me to provide legal services in connection with specific matters. After completion of each matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage me after the conclusion of each matter, I will not assume a continuing obligation to advise you with respect to future legal developments that might affect an earlier conclusion or advice given in connection with such matter.

3. <u>Fees and Expenses.</u> My compensation for the entire Project will be on a set fee basis, the fee for such services shall be set at \$10,000.00 to be paid in installments as follows: \$5,000.00 upon execution of this agreement and \$5,000.00 upon the completion of the Project. As I mentioned above, you may engage me for other services as well, the rate for any other work performed shall be calculated hourly at \$665.00 per hour. There may be additional charges such as, but not limited to: a zoning-search order and mailings for the neighbor notification. Those fees and expenses and any fees of

others (such as outside consultants) generally will not be paid by this office without your prior written consent and any fees advanced by this office shall be due upon your receipt of an invoice for such.

Once again, I am pleased to have this opportunity to work with you. If you have any questions or comments during the course of my representation, please call me at (312) 750-1166 office or (312) 718-0687 cell.

Very truly yours,

Thomas R. Raines

AGREED TO AND ACCEPTED:

Marc Bushala, for Phoenix Group Management,

Manager of Atrium Events, LLC

Dated: