

# THOMAS R. RAINES

ATTORNEY AT LAW, LLC

20 N. WACKER DRIVE · SUITE 556

CHICAGO, ILLINOIS 60606

(312) 750-1166 · (312) 750-1164

September 28, 2017

Mr. Thomas M. Scott  
WORP/CA 601 North JV, LLC  
130 E. Randolph St, Suite 2100  
Chicago, IL 60601

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 WORP 601 WNA, LLC, an Illinois limited liability company (hereinafter the "Client"). Client plans to acquire the property located at 609-57 W. North Avenue/1542-60 N. Ogden Avenue in Chicago, Illinois (the "Subject Property") and construct a multi-unit mixed use residential/commercial building on it. Client hereby engages this office to advise it in the planning and zoning (planned development) process with the local community and Alderman (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. 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 shall be for a term of 12 months beginning on September 25, 2017 and ending on September 24, 2018. Client may terminate my representation for any reason at its sole discretion. In the event Client wishes to terminate my representation, 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.

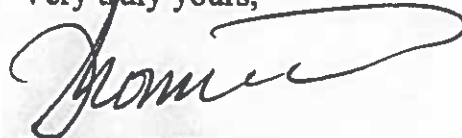
You are engaging me to provide legal services in connection with specific matters. After completion of each matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage me after the conclusion of each matter, 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. Fees and Expenses. My compensation for the entire Project will be on a blended initial and monthly fee structure consisting of an initial payment of \$25,000.00 and a monthly fee of \$5,000.00. The initial fee of \$25,000.00 shall be paid upon execution of this agreement and the monthly fee of \$5,000.00 due on the fifteenth day of each month thereafter.

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 \$650.00 per hour. 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.

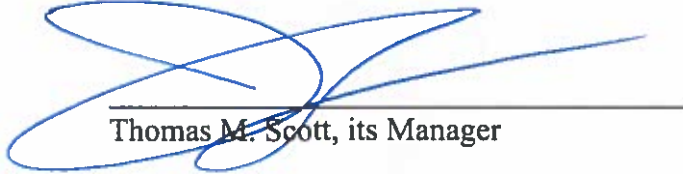
Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas R. Raines", written in a cursive style.

Thomas R. Raines

AGREED TO AND ACCEPTED:

WORP/CA 601 North JV, LLC

A handwritten signature in blue ink, appearing to read "Thomas M. Scott", written in a cursive style. The signature is positioned above a horizontal line.

Thomas M. Scott, its Manager

Dated: September 28, 2017

