

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“**Agreement**”) is made effective as of the 1<sup>st</sup> day of October, 2016 (the “**Effective Date**”), by and between **WESTFIELD AIRPORTS, LLC**, a Delaware limited liability company, with offices at 2049 Century Park East, 41<sup>st</sup> Floor, Los Angeles, California 90067 (the “**Company**”) and **RIDGE STRATEGY GROUP, LLC**, a limited liability company formed pursuant to the laws of the State of Illinois, with offices at 1722 Pinehurst Lane, Flossmoor, Illinois 60422 (the “**Consultant**”). The Company and the Consultant are hereinafter sometimes referred to individually as a “**Party**” and, collectively, as the “**Parties**.”

### RECITALS

A. The Company desires to retain the Consultant, which has expertise in the profession of public affairs, government and community relations, and lobbying, as its registered lobbyist, and to provide the certain services set forth herein and the Consultant desires to provide such services to the Company, in accordance with the terms and provisions of this Agreement.

B. The Parties desire to enter into this Agreement to set forth the obligations and responsibilities of each in connection with their contractual relationship.

NOW, THEREOFRE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. SERVICES

The Consultant shall provide to Company general advice, lobbying and such other services as may be requested from time to time by the Company (collectively, the “**Services**”) as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference. The Company shall rely on the Consultant to work as many hours as may be reasonably necessary, as determined by the Consultant in good faith, to provide the Services.

#### 2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue in accordance with the schedule as described on **Exhibit B** (the “**Term**”).

The Company may terminate this Agreement immediately for Cause by providing written notice to the Consultant. For purposes of this Agreement, the term “**Cause**” shall include any of the following reasons: (i) Consultant’s failure to properly discharge Consultant’s duties under of this Agreement; (ii) Consultant’s violation or breach of the provisions of this Agreement; (iii) Consultant’s fraud, dishonesty, misrepresentation or violation of laws, rules or regulations related to the activities of Consultant or the

performance of Services hereunder; (iv) the bankruptcy or insolvency of either Party; or (v) the death, disability or other unavailability of Consultant's key principals or employees. If the Company terminates this Agreement for Cause, Company shall pay Consultant for any accrued and unpaid fees and reimbursable expenses to the date of such termination, and the Company shall have no further liability or obligation to the Consultant.

Furthermore, the Company may terminate the Agreement without cause and for any reason at any time prior to the expiration of the Term by providing Consultant with fifteen (15) days' prior written notice of termination. Upon such termination, the Consultant shall be entitled to the compensation earned by it, which is due and payable up to and including the date of termination of this Agreement and the Company shall have no further liability or obligation to the Consultant. Payment of the compensation set forth above shall be the Consultant's sole remedy under this Agreement or at law

Upon the expiration or any termination of this Agreement, the Consultant shall return to the Company immediately and no later than fifteen (15) days after said expiration or termination of this Agreement, all documents, materials, and all tangible and intellectual property of the Company, and shall maintain as confidential any information of the Company which cannot be returned and provide evidence of the proper destruction of the same to the Company's satisfaction.

### 3. CONSULTANT S REPRESENTATIONS AND WARRANTIES

The Consultant hereby represents, warrants and agrees as follows: (a) Consultant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois and has the authority to do business in the State of Illinois as may be required by law; (b) Consultant has the full right, power and authority to execute, deliver and perform this Agreement and to carry on Consultant's business as it is currently being conducted; (c) Consultant shall discharge all tax, labor and other obligations of an employer under applicable law; (d) Consultant is free to enter into this Agreement with the Company, it is not bound by any independent contractor agreement, employment agreement, nondisclosure agreement, noncompetition agreement or any other agreement or obligation that may infringe on Consultant's ability or in any manner prevent the Consultant from performing any of the duties or Services that may be required of the Consultant under this Agreement, or that may in any way result in any involvement by the Company in any matter, action, suit or proceeding concerning the Consultant. Consultant further represents and warrants that it has any and all licenses, registrations, necessary consents and/or approvals required to provide the Services and that the Services, and the Contractor's provision thereof, will not violate any laws, rules, regulations or the rights of any third parties.

The Consultant represents and warrants that it will familiarize itself and comply with any applicable conflict of interest statutes and regulations affecting its representation of the Company, and also not engage in any activity that could be viewed as a conflict of interest even though it may not be prohibited under any particular law. The Consultant

shall promptly identify any potential conflicts of interest or changes in the foregoing to the Company within forty-eight (48) hours of such an event of circumstance becoming known. In the event of any such conflict of interest or changes, the Company may terminate this Agreement by providing Consultant with one (1) day prior written notice. Upon such termination, the Consultant shall be entitled to the compensation earned by it, which is due and payable up to and including the date of termination of this Agreement and the Company shall have no further liability or obligation to Consultant. Payment of the compensation set forth above shall be the Consultant's sole remedy under this Agreement or at law.

To ensure compliance with the above requirements and potential disclosure requirements, the Consultant shall immediately notify Company of any governmental or quasi-governmental office or position currently held by the Consultant or any proprietor, partner, director, officer, manager, member or employee of the Consultant or such person's immediate family member. The Consultant shall also immediately notify Company if any proprietor, partner, director, officer, manager, member or employee of the Consultant held such an office or position in the past five years. Consultant will also immediately notify Company if a person holding any governmental or quasi-governmental office or position owns or controls ten percent [one percent if Consultant is publicly traded] of Consultant's membership interests or stock.

The Consultant represents and warrants that it shall become familiar and comply with any and all applicable lobby registration and reporting requirements as well as any other requirements imposed upon lobbyists, and shall immediately inform the Company if the Consultant's activities trigger any such registration or reporting requirements. The Contractor shall also cooperate with the Company to whatever extent necessary for Company to comply with any applicable lobby registration and reporting requirements.

The Consultant represents and warrants that it will comply with all other laws, rules and policies applicable to its activities on behalf of the Company, such as laws, rules and policies governing gifts and political contributions to public officials and employees.

The Consultant agrees to indemnify and hold the Company harmless against any and all costs, attorneys' fees, losses, liabilities and expenses resulting from any claims arising out of, directly or indirectly, or in any way related to the Consultant's representations set forth herein, including without limitation any breach thereof.

#### 4. COMPENSATION

Company shall pay to Consultant as compensation for the Services a fixed fee, which shall be paid in accordance with the payment schedule set forth on **Exhibit C**. Consultant will ensure that all Services provided under this agreement are bona fide and that all fees paid to the Consultant are commensurate with the Services.

5. INDEPENDENT CONTRACTOR

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employer-employee relationship between the Company and the Consultant. Except as described in this Agreement, Consultant shall use its own discretion in determining the means, methods, and hours of work by which Consultant and Consultant's employees provide the Services. In addition, Consultant shall be responsible for providing, at Consultant's own expense, all disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses required for Consultant and Consultant's employees. Consultant will not participate in any Company sponsored insurance, health, pension, stock, or any other benefit program and will be responsible for all taxes payable with respect to the fees payable hereunder, and Company shall not be responsible for withholding any such taxes from the fees paid to Consultant.

6. TRADE SECRETS

(a) Definitions. The term "**Trade Secrets**" shall be given its broadest possible interpretation and shall mean any information, including but not limited to, formulas, patterns, compilations, reports, records, programs, devices, methods, know-how, negative know-how, techniques, raw material properties and specifications, formulations, discoveries, ideas, concepts, designs, technical information, drawings, data, customer and supplier lists, employee, customer, vendor and referral source list, information regarding customers, buyers and suppliers, distribution techniques, production processes, research and development projects, marketing plans, financial information, legal, business and financial structure and operations, and other confidential and Proprietary Information or processes of the Company (all of which Company wishes to safeguard and keep confidential) which (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The term "**Proprietary Information**" shall also be given its broadest possible interpretation and shall mean any and all information disclosed or made available by the Company to the Consultant including, without limitation, any information which is not publicly known or available upon which the Companies' business or success depends. Proprietary Information shall also include any information, materials, documents, processes or similar items created by Consultant for use, directly or indirectly, in the performance of the Services hereunder or otherwise created for use by the Company pursuant to this Agreement.

(b) Nondisclosure of Trade Secrets and Proprietary Information: The Consultant acknowledges that from time to time it, and its employees and agents, may be provided with the Company's Trade Secrets and Proprietary Information. The Consultant further acknowledges its fiduciary obligations in respect thereof. Without limiting the

scope of such fiduciary obligations, the Consultant agrees that it, and its employees and agents, shall not, at any time or in any manner, directly or indirectly, use for its own benefit or the benefit of any other person or entity, or otherwise divulge, disclose, or communicate to any person or entity any information concerning any Trade Secrets or Proprietary Information of the Company without the prior express written consent of the Company, which may be determined in the Company's sole and absolute discretion.

All files, records, computer software, data or printouts, documents, objects, designs, drawings, specifications, patterns, raw material properties and specifications, formulations, technical information, data, customer and supplier lists, employee, customer, vendor and referral source lists, information regarding customers, buyers and suppliers, distribution techniques, production processes, research and development projects, marketing plans, financial information, and similar items relating to the business of the Company or concerning any other Trade Secrets or Proprietary Information of the Company, including copies thereof, whether prepared by the Consultant or otherwise coming into its possession, shall remain the exclusive property of the Company and shall not be removed from the Company's premises without the prior express written consent of the Company. The Consultant will return all Trade Secrets and Proprietary Information, as defined above, in its possession within one (1) day after termination of this Agreement, for any reason, and shall not retain any copies. This covenant of nondisclosure and the Consultant's liability for breach of such covenant shall survive the expiration and termination of this Agreement and the Consultant's services with the Company.

(c) Nondisclosure of Other Company Information: The Consultant acknowledges that disclosure of any Trade Secret, Proprietary Information or other similar information by the Consultant (including, without limitation, any of Consultant's employees or agents) would be damaging to the Company and the growth of the Company's business. As such, the Consultant agrees and warrants that it (or its employees or agents) will not at any time or in any manner directly or indirectly divulge, disclose or communicate in any fashion, to any person or entity, including without limitation the media or by way of the internet, any Trade Secret, Proprietary Information or other similar information about the Company or its products or services which have been learned or discovered by the Consultant while performing or preparing to perform its duties for the Company, unless compelled to do so by applicable laws. However, Consultant shall immediately first notify Company of any disclosure which Consultant believes is compelled pursuant to applicable laws so that Company may first interpose any objection it may have.

(d) Liability For Disclosure Of Trade Secrets or Proprietary Information: The Consultant acknowledges that each of the restrictions contained in this Agreement relating to the nondisclosure of Trade Secrets, Proprietary Information and other similar information of the Company is reasonable and necessary in order to protect the legitimate interests of the Company and that any violation thereof would cause irreparable injury to the Company. The Consultant acknowledges and agrees that in the event of any violation thereof, Company shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive relief as well as an equitable

accounting of all profits or benefits arising out of such violation and any damages for breach of this Agreement which may be applicable. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the Company may be entitled.

7. INDEMNITY

*[Intentionally Omitted]*

8. MISCELLANEOUS

(a) Assignment. This Agreement may not be assigned by the Consultant without the prior written consent of the Company determined in the Company's sole and absolute discretion.

(b) Nonwaiver. Failure of either party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Agreement.

(c) Entire Agreement. Unless expressly stated herein, the Company and the Consultant agree that this Agreement supersedes any and all previous agreements, whether oral or written, pertaining to the subject matter of this Agreement, and that any and all such previous agreements are hereby declared null and void. The Consultant acknowledges and stipulates that the Company has not made any representation with respect to the subject matter of this Agreement or any representation inducing the execution of this Agreement except such representations as are specifically set forth herein, and the Consultant expressly acknowledges that it has relied on its own judgment in entering into this Agreement. The Consultant further agrees that any representations that may have heretofore been made by the Company to the Consultant are of no effect and that the Consultant has not relied thereon in connection with his dealings with the Company. This Agreement constitutes the entire agreement between the Company and the Consultant and may not be altered, modified, amended or changed, in whole or in part except in a writing signed and agreed to by both the Company and Consultant.

(d) Invalidity. If any term, provision, covenant or condition of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the validity enforceability of the remaining terms, provisions, covenants and conditions of this Agreement shall not in any way be affected, impaired or invalidated.

(e) Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or if sent by registered mail or courier service requiring acknowledgment of receipts to the Company's office or the Consultant's place of business. Notices sent by registered mail shall be deemed received three (3) day from the date of mailing.

**If to Company:** Westfield Airports, LLC  
2049 Century Park East, 41<sup>st</sup> Floor  
Los Angeles, CA 90067  
Attention: VP, Business Development

**With a copy to:** Westfield, LLC  
2049 Century Park East, 41<sup>st</sup> Floor  
Los Angeles, CA 90067  
Attention: Office of Legal Counsel

**If to Consultant:** Ridge Strategy Group, LLC  
1722 Pinehurst Lane  
Flossmoor, IL 60422  
Attention: Gyata M. J. Kimmons

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

(f) Insurance. The Consultant agrees to maintain its insurance, including without limitation, general liability and workers' compensation insurance, in an appropriate amount to provide sufficient coverage for any loss, occurrence, or casualty arising out of or relating to the services performed by the Consultant (and its employees and agents) under this Agreement. The Consultant waives any rights to recovery from the Company or for any injuries that the Consultant (and/or Consultant's employees) may sustain while performing services under this Agreement and that are a result of negligence of Consultant or Consultant's employees. The Consultant agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Company that result from the negligent acts or omissions of Consultant, Consultant's employees, if any, and Consultant's agents.

(g) Governing Law. This Agreement is governed by and shall be construed and interpreted according to the laws of the State of California, without reference to principles of conflict of laws.

(h) Disputes and Attorneys' Fees. Any and all disputes between the Parties hereto in regard to the interpretation of this Agreement or any alleged breaches thereof may be, if mutually agreed upon, determined in arbitration in accordance with the rules and under the auspices of the American Arbitration Association under its commercial tribunal rules and procedures. In the event legal action or arbitration is made necessary to enforce any provision of this Agreement, the prevailing party shall be paid by the other all reasonable attorneys' fees incurred pursuant to such legal action or arbitration.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is entered into and executed by the parties as of the date first above written.

**WESTFIELD AIRPORTS, LLC,**  
a Delaware limited liability company

**RIDGE STRATEGY GROUP, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Gyata M. J. Kimmons

Title: \_\_\_\_\_

Title: Founder and CEO



## EXHIBIT A

Consultant shall provide general lobbying and representation of the Company in connection with Company's existing agreement for Terminal 5 at Chicago O'Hare International Airport ("Airport"), the Airport's Terminal 5 expansion, and the Airport's domestics redevelopment (collectively, the "Business Pursuits"), which will include without limitation:

1. Identification of critical decision-makers within the Chicago Department of Aviation ("CDA"), the City of Chicago ("City") and/or any other jurisdiction that retains a level of control (equity, political or otherwise). Consultant will arrange and attend meetings with such decision-makers and Company's representatives to provide introductions, information regarding Company, its background, expertise and prior experiences, among other matters as may be directed by Company from time to time. Consultant shall assist Company in obtaining insights into the City's and State of Illinois' interests and desires with respect to all Business Pursuits so the Company may elect to align to such interest and desires or influence an alternate outcome with the guidance of Consultant.
2. Preparation and implementation of a strategic political plan designed to accomplish Company's goal of entering into an public-private partnership (P3) arrangement with the City/CDA, to invest and perform infrastructure improvements, and develop and manage the concession, retail and other commercial scope (such as wifi, digital, media, sponsorships, events, etc.). Consultant shall be responsible for the preparation and update of a concise lobbying package, subject to the approval of Company. Identification and communication of political, community, labor and economic opportunities that may assist Company in its opportunities.
3. Monitoring and provision of status updates on local government issues related to Company with respect to its pursuit of obtaining rights to invest and perform infrastructure improvements, develop and manage the concession and other non-aviation commercial programs (such as wifi, digital, media, sponsorships, events, etc.). Continuous monitoring of the status of investment, development and commercial opportunities. Obtaining the release of either an RFQ and/or an RFP seeking a P3. Consultant shall provide Company with regular periodic relevant updates of both positive and negative issues throughout Company's engagement and potential award of opportunities and provide strategic guidance, advice and support with respect to any opposition to the release of a P3 RFP or of the Company's efforts in seeking investment, development and commercial opportunities with the CDA.
4. Work with Company and any of it current or future joint venture, lobbyists, consultants, strategic and/or consortium partners (whether contractually formalized or not) to develop, align and/or execute the desired outcomes of Company.

## **EXHIBIT B**

The Term of Agreement shall commence on October 1, 2016 and shall continue for a period of one (1) year ending on September 30, 2017. The Company shall have the right to extend this Agreement on a month-to-month basis terminable by the Company on thirty (30) days prior written notice. The foregoing is subject to the Company's right to terminate this Agreement as set forth in Section 2.

Consultant shall perform the Services on an ongoing basis during the Term of this Agreement as directed by the Company on an as needed basis from time to time or as otherwise specified by the Company.

## **EXHIBIT C**

Consultant shall be paid a monthly retainer in the amount of Five Thousand Five Hundred Dollars (\$5,500.00), payable in arrears on or before the thirtieth (30th) day of each calendar month.

Consultant shall be responsible for all reasonable expenses incurred in the performance of the Services. Any extraordinary expenses including, but not necessarily limited to, travel, entertainment or any expense in excess of \$250.00, shall be the responsibility of the Company, but may not be incurred without prior written approval from the Company. Consultant shall be responsible for payment of all lobbyist registrations fees in any governmental jurisdiction that requires lobbyist registration.

Any additional work above and beyond the fees and services described will be mutually agreed upon and detailed in amendment that will be made part of this Agreement and will be billed separately.