

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made between Allen Smith and Kevin Cahill of Winnemac Properties, Inc. (hereinafter "Client") and Joe Moore Strategies, LLC ("Consultant").

CLIENT desires to transform two storefronts in buildings they own in Chicago's Rogers Park community into live work spaces. The first storefront at 6634 N. Clark likely will require a zoning change from the Chicago City Council and Special Use Permit from the City of Chicago Zoning Board of Appeals. The second storefront at 1514 W. Howard will require a Special Use Permit.

CONSULTANT is engaged in the specialty of political, public and government affairs services, and will advise the Client on how to obtain the necessary City, aldermanic and community support for the project and may, when necessary, work with Client's attorney to facilitate meetings with key decision makers

SCOPE OF SERVICES

1. In coordination with Client, Consultant will craft a detailed strategic work plan and timeline that will include as a goal securing of obtaining local aldermanic, community and City of Chicago support for the creation of live-work spaces at 6634 N. Clark and 1514 W. Howard.
2. Consultant will work with client's attorney to secure meetings with key decision makers, including the local alderman, community leaders and City of Chicago officials, as well as assist in the preparation for any community meetings that may be required.
3. Consultant will follow up with those decision makers and others to provide any supplemental information requested and otherwise ensure that Client and his proposals are acted upon expeditiously.
4. Consultant will work closely with Client's attorneys to coordinate the outreach to key decision makers and community members and the preparation of presentation materials to those decision makers and community members.
5. Consultant will engage in bi-weekly conference calls with Client and his attorneys to discuss the progress on securing City approval for his project.

TERMS OF ENGAGEMENT

This memorandum of understanding shall be effective as of August 19, 2020, and shall continue until all necessary City of Chicago permits for the project are obtained or the City rejects the proposed project. Either party may terminate this engagement at any time, for no any reason or no reason, by providing the other a ~~60~~³⁰-day written notice. The Parties agree that the termination of this agreement will not release Client from its obligation to pay any sum which it may owe Consultant pursuant to this agreement or any agreement in connection with this agreement. Consultant shall complete the performance of the services

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upon receipt of payment for those services. The terms of this section shall survive the termination of this agreement.

COMPENSATION

Client shall compensate Consultant a monthly retainer fee of \$500, the first one-half month installment of \$250 made payable on August 19, 2020, and subsequent monthly installments of \$500 payable on the first of the month. In the event Client does not make a payment within the time it is due under this agreement, Consultant shall be entitled to interest at the rate of 2% per month for all amounts past due. Consultant may cease all work under this agreement or immediately terminate this agreement if Client does not cure a breach for non-payment within twenty (20) days of a demand by Consultant that Client cure such breach.

EXPENSES

Client shall reimburse Consultant for all reasonable expenses incurred by Consultant while performing services in connection with this agreement ("Expenses"). Expenses shall include, but not be limited to, the following: lobbying registration fees required by the City of Chicago, air travel, lodging, parking, tolls, and mileage at the IRS standard mileage reimbursement rate for automobile travel more than forty (40) miles from Consultant's home. Client shall reimburse within thirty (30) days following the receipt of a request for reimbursement submitted by Consultant.

COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with all lobbying-related statutes, ordinances and rules of the State of Illinois and, if applicable, any local governments. This proposed engagement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Illinois, and both parties further consent to jurisdiction by the state and federal courts sitting in the county of Cook in the State of Illinois.

CONFIDENTIALITY

Consultant shall maintain in strict confidence all confidential information disclosed by or concerning Client and the work Consultant performs during the term of this agreement. Client acknowledges that Consultant's written and oral reports, opinions and advice prepared and given in connection with this agreement are intended solely for Client's internal use and may not be used for any other purpose or reproduced, disseminated, quoted or referred to in any manner by Client without prior written consent. Notwithstanding the foregoing, the term "confidential information" does not include information which (a) is or becomes available to the public through no breach of this agreement; (b) was previously known by any party without any obligation to hold it in confidence; (c) is maintained pursuant to specific procedures that identify the confidential information as the protected proprietary information of such party; or (d) is rightfully obtained from a person or entity not a party to this agreement without any obligation of proprietary protection. Consultant may utilize publicly distributed designs, documentation and information prepared as a result of the performance of work or the rendition of services under this agreement to market its services by, among other things, including copies on Consultant's website, marketing materials and other publicly available sources.

COMPLETE UNDERSTANDING; MODIFICATION

If signed by both parties, this proposed agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to the subject matters hereof. Any waiver, modification or amendment of any provision of this agreement will be effective only if in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date below:

Winnemac Properties, Inc.

Joe Moore Strategies, LLC

Allen Smith
Signature

Joseph A. Moore
Signature

Allen Smith
Print Name

Joseph A. Moore
Print Name

President
Title

President
Title

August 18, 2020
Date

August 19, 2020
Date