

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is made and entered into this 29th day of July, 2020, by and between **KAZMI ADVISORS, LLC**, an Illinois limited liability company (“**Consultant**”), and **Proxima Management**, an Indiana privately-owned company (“**Client**”) (each of Consultant and Client is hereinafter referred to as a “**Party**” and collectively as the “**Parties**”).

**WHEREAS**, Client desires to retain Consultant, and Consultant desires to be retained by Client, to provide certain services in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**1. SERVICES.** Consultant shall provide the services (the “**Services**”) to Client as described in more detail in Schedule 1 appended hereto (the “**Statement of Work**”) in accordance with the terms and conditions of this Agreement. The Statement of Work shall include the following information: (a) a detailed description of the Services to be performed pursuant to the Statement of Work; (b) the date upon which the Services will commence and the term of such Statement of Work; (c) the fees to be paid to Consultant under the Statement of Work (in accordance with Section 2 below); and (d) any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such Statement of Work. In the event of any conflict between this Agreement and the Statement of Work, the terms and conditions of this Agreement shall govern, unless the Statement of Work expressly states that the terms and conditions of the Statement of Work shall control.

### **2. COMPENSATION AND REIMBURSEMENT.**

a. **Fees.** In consideration of the provision of the Services by Consultant and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Statement of Work, subject to the provisions of Section 2(c) below.

b. **Expenses.** Client shall reimburse Consultant for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Consultant in connection with the performance of the Services. Such expenses shall be itemized in accordance with Section 2(d) below.

c. **Retainer.** Client shall pay Consultant a nonrefundable retainer in the amount set forth in the Statement of Work for each full or partial calendar month during the Term (defined below) (each a “**Monthly Retainer**”). In addition, at the time of execution of this agreement, the Client shall pay Consultant a nonrefundable one-time retainer payment in the amount set forth in the Statement of Work. In the event that a Monthly Retainer is not timely paid, Consultant may suspend performance for all Services until payment has been made in full. Each Monthly Retainer shall initially be a credit against the fees provided for in Section 2(a) above for such calendar month and will be drawn by Consultant to satisfy such fees as the Services are provided. Notwithstanding anything to the contrary, Client hereby acknowledges and agrees that Consultant has dedicated its resources and foregone the opportunity to perform similar services for other persons during the Term by virtue of Consultant’s provision of the Services for Client pursuant to this Agreement.

d. **Reconciliation; Invoices.** Consultant shall provide Client with a written, itemized reconciliation of all expenses incurred pursuant to Section 2(b) no later than 10 business days after the end of the corresponding calendar month. In the event that the fees provided for in Section 2(a) above for such calendar month exceed the Monthly Retainer, Consultant shall include an itemized invoice of such fees, which shall be due and payable by Client to Consultant within 10 calendar days of Client's receipt; provided, however, that Consultant shall have no obligation to provide any reconciliation or itemization related to fees that do not exceed the applicable Monthly Retainer unless otherwise set forth on the Statement of Work. Payment to Consultant of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses; provided, however, that Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; further provided, however, that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, real or personal property, or other assets. In the event that an invoice is not timely paid, Consultant may suspend performance for all Services until payment has been made in full. Notwithstanding anything to the contrary, Consultant's failure to timely provide any invoice or reconciliation shall not excuse Client from performance under this Agreement.

**3. TERM.** The term of this Agreement (the "**Term**") shall commence upon the date set forth in the Statement of Work and shall continue until the date set forth in the Statement of Work, unless earlier terminated in accordance with this Agreement.

**4. CONSULTANT'S OBLIGATIONS.** Consultant shall: (a) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, judgments, decrees, other requirements, or rules of law of any federal, state, or local government or political subdivision thereof applicable to the provision of the Services; (b) comply with all rules, regulations, and policies of Client that are communicated to Consultant in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Client to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; and (c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and expenses incurred by Consultant in providing the Services.

**5. CLIENT'S OBLIGATIONS.** Client shall: (a) cooperate with Consultant in all matters relating to the Services and provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by Consultant, for the purposes of performing the Services; (b) respond promptly to any Consultant request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Consultant to perform the Services in accordance with the requirements of this Agreement; (c) provide such customer materials or information as Consultant may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (d) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, judgments, decrees, other requirements, or rules of law of any federal, state, or local government or political subdivision thereof applicable to the provision of the Services.

**6. CLIENT'S ACTS OR OMISSIONS.** If Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Consultant shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

**7. INTELLECTUAL PROPERTY.** All Intellectual Property Rights (defined below) in and to the Deliverables (defined below), except for any Confidential Information (defined below) of Client, shall be owned by Consultant. Consultant hereby grants Client a limited license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, royalty-free, and perpetual basis to the extent reasonably necessary to enable Client to make reasonable use of the Deliverables and the Services. "**Intellectual Property Rights**" shall mean all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (c) trade secrets, know-how, and other confidential information, and (d) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "**Deliverables**" shall mean all documents, work product, and other materials that are delivered to Client hereunder and are prepared by, or on behalf of, Consultant in the course of performing the Services.

**8. CONFIDENTIAL INFORMATION.** All non-public, confidential, or proprietary information of a Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by one Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed by such other Party without the prior written consent of the disclosing Party, unless otherwise provided in this Section 8. Confidential Information does not include information that is: (a) in the public domain; (b) known to such other Party at the time of disclosure; or (c) rightfully obtained by such other Party on a non-confidential basis from a third party. If such other Party becomes legally compelled to disclose any Confidential Information, such Party shall provide (i) prompt written notice of such requirement so that the disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, such other Party remains required to disclose any Confidential Information, such other Party shall disclose no more than that portion of the Confidential Information which such other Party is legally required to disclose.

**9. EQUITABLE RELIEF.** Without limiting any other provision of this Agreement, the Parties agree that (a) breach or threatened breach by a Party of the provisions of Section 7 or 8 will cause the other Party to suffer irreparable harm, (b) in the event of any breach or threatened breach by a Party of the provisions of Section 7 or 8, the other Party shall be entitled to equitable relief by way of injunction or otherwise, in addition to any remedy at law which may be available to such other Party, (c) such other Party may obtain relief from a court of equity in order to enforce the terms set out in Section 7 or 8, and (d) such first Party will pay any costs, fees, or expenses incurred by such other Party in obtaining such equitable relief.

**10. REPRESENTATIONS AND WARRANTIES.**

a. **By the Parties.** Each Party represents and warrants to the other Party that: (a) if applicable, it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) if applicable, the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. **By Consultant.** Consultant represents and warrants to Client that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Notwithstanding anything to the contrary, Consultant shall not be liable for a breach of the warranty set forth in this Section 10(b) unless Client gives written notice of the defective Services, reasonably described, to Consultant within 5 days of the time when Client discovers or ought to have discovered that the Services were defective. Subject to the foregoing sentence, Consultant shall, in its sole discretion, either: (a) repair or re-perform such Services, or (b) credit or refund the fee for such Services set forth on the Statement of Work. THE REMEDIES SET FORTH IN THE FOREGOING SENTENCE SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND CONSULTANT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(b).

c. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11. INDEMNIFICATION; LIMITATIONS OF LIABILITY.**

a. **Indemnification.** Each Party agrees to protect, defend, indemnify, and hold harmless the other Party and its subsidiary, affiliated, and parent organizations and successors, and their respective officers, directors, shareholders, agents, representatives, and employees from and against any and all costs and expenses, damages, claims, suits, actions, liabilities, losses and judgments, including, without limitation, attorneys' fees and legal expenses, based on, arising out of, or in any way related to or connected with (a) bodily injury, death of any person, or damage to real or personal property resulting from the willful, fraudulent, or negligent acts or omissions of such first Party in connection with the Services, and (b) such first Party's breach of any representation, warranty, or obligation, unless otherwise disclaimed in this Agreement; provided, however, that Consultant shall have no obligations under this Section 11(a) with respect to claims to the extent arising out of (i) any documents, data, know-how, methodologies, software, and other materials provided to Consultant by Client, including computer programs, reports and specifications, or any instruction, information, designs, specifications, or other materials provided by Client to Consultant, (ii) use of the Deliverables in combination with any materials or equipment not supplied to Client or specified by Consultant in writing, if the claim would have been avoided by the use of the Deliverables not so combined, or (iii) any modifications or changes made to the Deliverables by or on behalf of any individual, corporation, partnership, joint venture, limited liability

company, governmental authority, unincorporated organization, trust, association, or other entity other than Consultant .

b. **Limitations.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR SAVINGS, ARISING FROM THE BREACH OF THIS AGREEMENT, OR ANY CLAIMS ARISING IN TORT, PERSONAL INJURY, OR INFRINGEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT.

**12. FORCE MAJEURE.** The failure of either of the Parties to perform any obligation under this Agreement solely by reason of any cause beyond its control (and due to no fault of its own), including, without limitation, acts of God, acts of government, riots, wars, strikes and accidents in transportation ("**Force Majeure Event**"), shall not be deemed to be a breach of this Agreement; provided, however, that the Party so prevented from complying herewith shall continue to take all actions within its power to comply as fully as possible herewith. A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

**13. TERMINATION.** This Agreement may be terminated by either Party prior to expiration of the Term, with or without cause, by providing written notice to the other Party of at least 30 days. Upon proper notice given, the effective date of such termination shall be after the end of the 30 day period, unless the provision of notice is waived in writing by the other Party. Notwithstanding anything to the contrary, all of the terms and conditions of this Agreement shall remain in full force and effect through the effective date of such termination, and the provisions of Sections 2, 6 through 11, 13, and 17 shall survive such termination or the expiration of the Term. In the event that this Agreement is terminated by either-party pursuant to this Section 13, then, the parties are limited to damages as provided in Section 11(b).

**14. INDEPENDENT CONTRACTORS.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**15. NON-EXCLUSIVITY.** Consultant retains the right to perform the same or similar type of services for third parties during the Term of this Agreement, except that, during the Term, Consultant shall not provide services to the persons identified in the Statement of Work.

**16. NOTICE.** All notices, consents, and communications hereunder shall be in writing and shall be effective when delivered personally to the intended Party or three (3) business days after deposit into the mail by certified or registered mail, postage prepaid, addressed to the intended Party at the address

set forth below, or to such other address as either Party may designate, by written notice, from time to time:

***If to Consultant:***

Kazmi Advisors, LLC  
Attn: Reyahd Kazmi  
916 S. Bell Ave.  
Chicago, IL 60612  
Email: reyahd@kazmiadvisors.com  
Phone: 312-350-8321

***If to Client:***

Proxima Management  
Attn: Ravi Patel, Executive Principal  
6101 Melton Rd.  
Portage, IN 46368  
Email: ravi@proximamgt.com  
Phone: 260-602-6666

**17. MISCELLANEOUS.**

a. **Amendment.** This Agreement or the Statement of Work may be amended or modified from time to time only by a written instrument unanimously adopted by the Parties or their permitted successors or assigns.

b. **Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law principles thereof.

c. **Waiver.** No waiver by a Party of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default. The failure by either Party to take any action or assert any right hereunder shall in no way be construed to be a waiver of such right, nor in any way be deemed to affect the validity of this Agreement or any part hereof, or the right of a Party to thereafter enforce each and every provision of this Agreement.

d. **Assignment.** Neither this Agreement nor any right or obligation hereunder may be assigned or delegated, in whole or part, by either Party without the prior express written consent of the other Parties.

e. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the Parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of this Agreement.

f. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs, representatives, and permitted assigns.

g. **Further Assurances.** Upon the reasonable request of another Party, each Party agrees to take any and all actions necessary or appropriate to give effect to the terms set forth in this Agreement.

h. **Headings.** The captions to the several sections hereof are not a part of this Agreement, but are included merely for convenience of reference only and shall not affect its meaning or interpretation.

i. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement.


j. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

k. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior representations, understandings and agreements regarding the subject matter hereof, either written or oral, expressed or implied, are superseded and shall be and of no effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.


**CONSULTANT:**

KAZMI ADVISORS, LLC

By:   
Name: Reyahd Kazmi  
Its: Owner and President

**CLIENT:**

Proxima Management

By:   
Name: Ravi Patel  
Its: Executive Principal

Schedule 1

**Statement of Work**

This Statement of Work (this "**SOW**") adopts and incorporates by reference the terms and conditions of the agreement to which it is appended (the "**Master Agreement**"), which was entered into on July 29, 2020, by and between **KAZMI ADVISORS, LLC**, an Illinois limited liability company ("**Consultant**"), and **Proxima Management**, an Indiana privately-owned company ("**Client**") (each of Consultant and Client is hereinafter referred to as a "**Party**" and collectively as the "**Parties**"), as it may be amended from time to time. This SOW is effective beginning on August 1, 2020 (the "**Effective Date**") and will remain in effect until July 31, 2021 (the "**Expiration Date**") unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

Services

No.	Description of Service
1	Political advising,
2	Strategic advising,
3	Relationship management, and
4	External affairs (light) regarding both Client's interest in developing a hotel along the Ogden Corridor as well as other potential development opportunities in Chicago

Fees

The base monthly fee for the Services, payable in the form of the Monthly Retainer, shall be:

████████████████████  
████████████████████  
████████████

Exceptions to Non-Exclusivity Provision

Person	Description of Exception
N/A	

Additional Provisions

The "**Monthly Retainer**" for Services shall be based on a ramped-up scale over the term of this agreement. The "**Monthly Retainer**" fee shall be as follows: the first three (3) months, August 2020 through October 2020, of this agreement will be at ██████████, the second three (3) months, November 2020 through January 2021, of this agreement will be at ██████████; the remaining term, February 2021 through July 2021, of this agreement will be at ██████████. In addition, the parties may choose to extend this agreement beyond the identified "**Term**" through the completion of this project and other possible opportunities in Chicago.

**Agreed and accepted:**

KAZMI ADVISORS, LLC

By: ██████████  
Reyahn Kazmi, Owner & President

Proxima Management

By: ██████████  
Ravi Patel, Executive Principal