

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made between The Gordian Group (hereinafter "Client") and Joe Moore Strategies, LLC ("Consultant").

CLIENT provides an alternative to traditional procurement procedures that reduces the time it takes to do both emergency and time-sensitive projects as well as traditional repair and new construction projects. Client several years ago entered into a consulting agreement with the Chicago Housing Authority (CHA) to manage the CHA's "Job Order Contracting Program." This innovative program includes a successful mentoring initiative that trains public housing residents to become construction contractors. Gordian desires to retain its ongoing relationship with the CHA, including the management of its Job Order Contracting Program.

CONSULTANT is a former 28-year member of the Chicago City Council where he served as Chairman of the City Council Committee on Housing and Real Estate, overseeing numerous CHA projects and initiatives. Moore offers a full range of strategic consulting services focusing on government relations, procurement, issue advocacy and coalition building. He will assist the Client in retaining its consulting arrangement with the CHA.

SCOPE OF SERVICES

1. In coordination with Client, Consultant will craft a detailed strategic work plan and timeline that will include as its goal securing a renewal of Client's consulting agreement with the CHA for the management of the agency's Job Order Contracting program.
2. Consultant will secure meetings with key decision makers in the CHA, including top members of the CHA's executive team and, if necessary, key members of the CHA Board of Commissioners, as well as assist in the preparation for those meetings.
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 engage in bi-weekly conference calls with Client to discuss the progress on securing CHA's renewal of Gordian's consulting agreement.

TERMS OF ENGAGEMENT

This memorandum of understanding shall be effective upon the execution of this agreement and shall continue until the CHA executes a renewal of the consulting agreement or enters into a new consulting agreement with Gordian or declines to enter into any agreement with Gordian. Either party may terminate this engagement at any time, for any reason or no reason, by providing the other a 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 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 \$5,000 made payable on August 1, 2020, and subsequent monthly installments of \$5,000 payable on the first of each 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. All expenses must be approved in advance by the Client. Client will not permit reimbursement for any political activity.

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. Consultant shall notify client in advance of any compliance filing.

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:

Gordian Group, Inc.



Signature

Thomas J. DiBangi, Jr.

Print Name

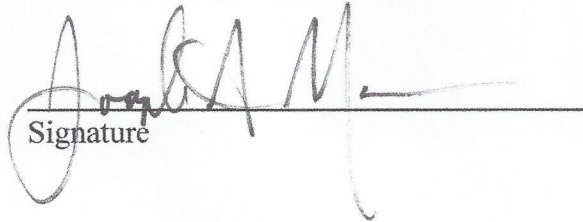
Vice President

Title

July 29, 2020

Date

Joe Moore Strategies, LLC



Signature

Joseph A. Moore

Print Name

President

Title

July 28, 2020

Date