



AGREEMENT

The following constitutes the Articles of Agreement between All-Circo, Inc. (ALL-CIRCO) and Big Shoulders Storage LLC (CLIENT):

1. This Agreement shall begin April 27th, 2021 and will continue until June 23, 2023, unless terminated earlier as provided herein. CLIENT may terminate this Agreement at any time upon written notice to ALL-CIRCO.
2. Throughout the term of this Agreement, ALL-CIRCO shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that ALL-CIRCO shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. ALL-CIRCO's primary contact on this matter shall be John Kelly. CLIENT's primary contact shall be Nathaniel Drucker.
3. It is understood and agreed, pursuant to this Agreement, that ALL-CIRCO shall provide the following services: Representation on behalf of CLIENT before the Illinois Legislature, the Governor of Illinois and agencies, departments, employees and agents of the State of Illinois. Representation on behalf of CLIENT before the Cook County (Illinois) Board of Commissioners, the President of the Cook County (Illinois) Board of Commissioners and agencies, departments, employees and agents of the County of Cook, (Illinois); and the City Council of the City of Chicago, the Mayor of Chicago and agencies, departments, employees and agents of the City of Chicago. It is also understood and agreed that ALL-CIRCO shall assist, advise, and consult with CLIENT on other matters as CLIENT shall request and direct from time

to time, including the following:

- (a) All-Circo will assist at the state-level with supporting public policy requirements and incentives for large battery systems in Chicago;
- (b) All-Circo will assist in identifying all available tax or other incentives available at the city, county, and state level;
- (c) All-Circo will assist in by expediting the process for all administrative and discretionary permits required at the city, county, and state level;
- (d) All-Circo will assist with strategically positioning the project among important city, county, and state stakeholders.

ALL-CIRCO shall provide CLIENT with such information about the services as CLIENT may request from time to time, and in any case, shall keep CLIENT informed of the progress of the services.

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours of the day to be worked by ALL-CIRCO shall be determined by ALL-CIRCO. It is understood and agreed that ALL-CIRCO will work as many hours as may reasonably be necessary to fulfill ALL-CIRCO's obligations under this Agreement.

5. The fees for the services provided by ALL-CIRCO during the term of this Agreement and set forth in paragraph 3 of this Agreement shall follow the underlying payment schedule (provided that ALL-CIRCO provides a corresponding invoice at least 30 days prior to the due date specified below):

- \$10,000.00 due by November 27, 2021

- \$10,000.00 due by December 27, 2021
- \$10,000.00 due by February 27, 2022
- \$10,000.00 due by March 27, 2022
- \$10,000.00 due by April 27, 2022
- \$10,000.00 due by May 27, 2022
- \$10,000.00 due by June 27, 2022
- \$10,000.00 due by July 27, 2022
- \$10,000.00 due by August 27, 2022
- \$10,000.00 due by January 27, 2023
- \$10,000.00 due by February 27, 2023
- \$10,000.00 due by March 27, 2023
- \$10,000.00 due by April 27, 2023
- \$10,000.00 due by May 27, 2023

ALL-CIRCO shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to ALL-CIRCO shall not be made from any sources unallowed by applicable law. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay ALL-CIRCO for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules and laws of the State of Illinois and any agencies and departments thereof; (3) any federal laws, rules or regulations, if applicable; and (4) any local laws, rules or regulations, -if applicable.

It is also understood and agreed that any expenses incurred in providing services under

this Agreement shall be borne by ALL-CIRCO, unless prior approval for specified expenses is granted by CLIENT in writing.

6. ALL-CIRCO shall comply with all applicable laws and regulations with respect to registration and other matters required by law in order to lobby on behalf of CLIENT. ALL-CIRCO shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards. ALL-CIRCO represents and warrants that it has full right, power, and authority to enter into and perform the services described in this Agreement, and that it will comply with all laws, regulations, and ordinances applicable to its performance under this Agreement and has obtained (or before performing hereunder will obtain) all governmental permits and licenses required to perform its obligations under this Agreement.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. ALL-CIRCO commits to using its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. ALL-CIRCO's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in

paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. In performing the Services, ALL-CIRCO shall comply with all applicable anti-bribery laws and regulations and shall not cause CLIENT to be in breach of any such laws or regulations. Without limiting the generality of the foregoing, in carrying out its responsibilities under this Agreement, neither ALL-CIRCO nor any of its officers, directors, employees, agents or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, or to any other company, person or entity, corruptly for the purpose of: (a) influencing any act or decision of that person in his or her official capacity, including a decision to fail to perform his or her official functions with such governmental agency or instrumentality or such public international organization, or such political party, or any other company, person or entity, or to perform such functions improperly, (b) inducing such person to use his or her influence with such governmental agency or instrumentality or such public international organization or such political party, or any other company, person or entity to affect or influence any act or decision thereof, or (c) securing any improper advantage. At CLIENT's request, ALL-CIRCO shall provide written certification indicating its understanding and acceptance of its obligations to comply with all applicable anti-bribery laws and regulations. Additionally, ALL-CIRCO will make reasonable efforts to comply with requests for information from CLIENT, including answering questionnaires and audit inquiries, to enable CLIENT to ensure compliance with the anti-bribery laws. CLIENT shall have the right to terminate this Agreement with immediate

effect: (i) if CLIENT reasonably believes in good faith that any of the foregoing agreements, undertakings, or requirements set forth in this section have not been complied with or fulfilled by ALL-CIRCO in any respect; or (ii) where the ALL-CIRCO or its shareholders, owners, or affiliates become designated as a Restricted Party. For purposes of this Section, a “**Restricted Party**” is any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by CLIENT and/or its affiliates are prohibited or restricted.

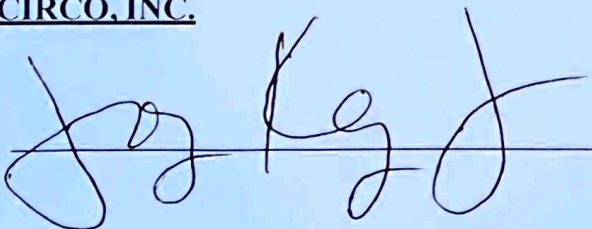
12. ALL-CIRCO shall indemnify, defend, and hold harmless CLIENT, its affiliates, and their respective officers, directors, members, employees, contractors, and agents (“CLIENT Indemnitees”) from and against any claim, demand, investigation, allegation, or other action (each a “Claim”) based upon or arising from ALL-CIRCO’s actual or alleged breach of any state, federal, or local law, rule, regulation, or requirement. ALL-CIRCO shall pay any cost, damages, expense (including reasonable attorney’s fees), fines, penalties, settlements, and other losses suffered by CLIENT Indemnitees that result from any such Claim.

13. This Agreement may only be modified or amended if the amendment is made in writing and is signed by both parties.

14. This Agreement shall be governed by the law of the State of Illinois. If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to ALL-CIRCO either by mail or e-mail.

ALL-CIRCO, INC.

By:

A handwritten signature in black ink, appearing to be "J. K. J.", is written over a horizontal line.

Dated: 4/22/21

Big Shoulders Storage LLC

By:  DocuSigned by:
7695AA5BDCBD44F...

Andrew Bowman, President

Dated: April 27, 2021