



AGREEMENT

The following constitutes the Articles of Agreement between All-Circo, Inc. (ALL-CIRCO), 2001 Butterfield Rd., Suite 1110 Downers Grove, IL 60515 and CARVANA (CLIENT), 1930 W Rio Salado Parkway Tempe, AZ 85281:

1. This Agreement shall begin November 1, 2021 and will continue until October 31, 2022.

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 Cheyenne Trimels.

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.

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 to be worked by ALL-CIRCO shall be determined by ALL-CIRCO. It is understood and agreed that CLIENT will rely on ALL-CIRCO to work as many hours as may reasonably be necessary to fulfill ALL-CIRCO's obligations under this Agreement.

5. The fee for the services provided by ALL-CIRCO and set forth in paragraph 3 of the Agreement shall be \$10,000.00 per month. 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 unallowable sources. 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.

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.

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

12. 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: _____
John J. Kelly, Jr., President

Dated: _____

CARVANA

By: _____
Wilson Munsil

Dated: 11/2/2021