



November 10, 2021

Northside Entertainment Holdings, LLC
1101 W. Waveland Avenue
Chicago, IL 60613

Re: Engagement Letter.

This letter agreement confirms Northside Entertainment Holdings, LLC ("**Client**") has retained Georges and Synowiecki, Ltd. ("**Firm**") to represent Client and its subsidiaries in connection with the Matter described below. This letter (the "**Agreement**") explains the terms under which the Firm will provide services to Client in this Matter.

1. **Scope of Work.** Client has engaged the Firm to provide the following services (the "**Services**"): legal services related to the design, construction and operation of a potential sports wagering enterprise at or near Wrigley Field, including but not limited to licensing and regulatory work, legislative representation, research and drafting and any other matters related to sports wagering, gaming and/or interpretations and implementation of the Illinois Sports Wagering Act and the City of Chicago rules and regulations related to these topics (collectively, the "**Matter**").
2. **Fees.** Client shall pay to the Firm a monthly retainer of \$ [REDACTED] (the "**Fee**"). Payment is due only for those calendar months in which Firm performs Services. All payments shall be paid within [REDACTED] days of Client's receipt of an undisputed invoice from Firm. Invoices should be sent to [REDACTED] Firm agrees to complete all paperwork necessary for processing of payment according to Client's standard practice.
 - a. For the avoidance of doubt, the total amounts due as noted in this Section 2 include any and all state and local sales tax. Firm is solely responsible for the payment of all state and federal income tax, unemployment insurance, workers' compensation, Social Security, health insurance (to the extent required by law), disability insurance and other withholdings applicable to its employees or other personnel.
3. **Costs.** In addition to the Fees, Firm may bill Client the following actual costs and expenses incurred in performing Services: printing and reproduction services, messenger and delivery services, court costs and filing fees. However Client is not responsible for any such costs unless Client has approved them in writing in advance.
4. **Termination.** Client may terminate the Agreement at any time. The Firm may terminate the Agreement subject to applicable ethical and legal requirements.
5. **Standard of Care.** Firm represents and warrants Firm is experienced in the provision of Services and possesses the expertise required by this Agreement. Firm shall perform the Services consistent with the professional skill and care ordinarily provided by persons providing similar services to similar companies under similar circumstances and, in all instances, in compliance with all applicable laws, rules and regulations, including without limitation the City of Chicago ethics ordinance. At all times, Firm will use

its best judgment and act professionally, with the utmost integrity and consistent with Client's best interest. Out of an abundance of caution, if any portion of the Services poses a potential conflict or a question of law, rule or regulation, Firm will inform Client immediately and will not take any further action without agreement of the parties.

6. Confidentiality and Publicity. Firm shall keep the nature, terms and financial terms of this Agreement confidential. Firm shall not disclose to any third party, for any reason, any information concerning this Agreement or its terms or any non-public information communicated by Client to Firm. Failure to comply with this provision will be a material breach of this Agreement. Communications between Firm and Client are privileged attorney-client communications according to applicable law. In addition, Firm shall not, without Client's prior written approval, which approval may be granted or withheld in Client's absolute discretion: (x) speak to any member of the media for any reason regarding Client, its owners, affiliates, subsidiaries, sponsors or the Services; nor, (y) publish, distribute or otherwise communicate any written or oral statements about the Services or Client; nor, (z) publish, distribute or otherwise communicate any communications between Firm and Client. Firm shall be responsible for any breach of this Section 6 by its employees, related companies, subcontractors and/or agents and Firm shall cooperate with Client to remedy such breach. Notwithstanding this Section 6, Firm may disclose this Agreement to legal representatives, auditors and insurance agents as necessary in connection with the Agreement, and in each case so long as such representatives and agents are bound by confidentiality obligations comparable to those included herein. This Section 6 shall survive expiration or earlier termination of this Agreement.

- a. **No Advertising or Promotion.** Without Client's prior written consent, neither the Firm nor any of its attorneys or other professionals or staff will advertise, promote or in any way mention their representation of Client, the terms or existence of this Agreement or otherwise communicate any connection between Firm and Client. Without limiting the foregoing, the Firm will not place announcements on its corporate website and will not use Client's name, logo or other identifying marks in connection with the Agreement or the services provided hereunder.
- b. **Document retention.** At any time during the term of this Agreement, Firm will provide to Client upon request all materials provided or created in connection with the representation of Client in the Matter. Once the Matter and Services have concluded, the Firm will notify Client and provide to Client upon request any such material. For any materials not requested by Client, the Firm will retain any remaining documents and materials only for so long as required by applicable law, after which time Firm will destroy them in accordance with its record retention program.

7. Insurance. Firm shall maintain at all times during the Term the insurance coverage(s) outlined on Exhibit A and will comply with the terms and conditions provided therein. Such insurance obligations are independent of and shall not affect or be affected by the scope or validity of any other indemnity or insurance provisions contained in this Agreement.

8. Limitation of Liability. Client shall not have any liability or responsibility of any kind for any loss, damage or injury to Firm. This includes, without limitation, acts of others and further includes, without limitation, defamation and any other injury to reputation or business. Firm agrees Client is not responsible or liable for any injuries, expenses, claims or liabilities resulting from or related to such causes. IN NO EVENT SHALL CLIENT BE LIABLE TO FIRM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CLIENT BE

LIABLE TO FIRM (IN THE AGGREGATE) FOR ANY AMOUNT GREATER THAN THE AMOUNT TO BE PAID TO FIRM BY CLIENT UNDER THIS AGREEMENT.

9. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this Agreement, the following procedures: The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 45 days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by a single arbitrator appointed by JAMS in accordance with its then-governing rules and procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs in the arbitration and no award or judgment may provide for one party to receive attorney's fees from the other party. Both parties will be equally responsible for the administrative costs of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Chicago, Illinois. In the event the enforceability of this "Arbitration" provision is challenged by a party, or if such provision is otherwise deemed unenforceable for any reason, the parties knowingly and voluntarily agree the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial challenge of the Arbitration provision, shall be the state and/or federal court located in and for Chicago, Illinois. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

10. **Indemnity.** Firm agrees to indemnify, defend and hold harmless Client, its parent and affiliated companies, and each of their respective officers, directors, members, employees, sponsors, representatives, agents and contractors, from and against every third party claim, liability, expense or injury related to any allegation regarding each of the following: (a) the Services; (b) any act, error, omission or failure to act by Firm, its officers, employees, agents, contractors or subcontractors (each, a "**Firm Party**"); (c) any loss, injury or damage relating to or arising from the Services; (d) any breach of this Agreement; and, (e) any violation of law, rule, regulation, or ethical or moral standards, by Firm. Client will have the right to control the defense of any claim involving Client.

11. **Waiver and Release.** Firm, on behalf of itself, its successors and assigns, hereby waives, releases and forever discharges and holds harmless Client, its parent and affiliated companies, its tenants, and each of their respective officers, directors, members, employees, sponsors, representatives, agents and contractors (collectively, the "**Client Parties**") from all past, present and future claims or allegations of any nature whatsoever, whether known or unknown, and including but not limited to bodily injury, personal injury, loss, property damage or death, related to the Services, excepting only such damage as may result from the willful misconduct of Client. Firm acknowledges there is a possibility, subsequent to the execution of this Agreement, it may discover facts or incur or suffer claims which were unknown, unsuspected or unknowable at the time this Agreement was executed, and Firm acknowledges and agrees by reason of this Agreement, and the release contained in this paragraph, it is assuming any risk of the existence of such unknown or unknowable facts and such unknown or unknowable and unsuspected claims. The release granted herein shall constitute a full release in accordance with its terms and Firm knowingly and voluntarily waives the provisions any statute, law or rule of similar effect, in any jurisdiction throughout the world and acknowledges and agrees this waiver is an essential and material term of each release.

12. **Conflicts.** It is possible during the course of this Agreement, another Firm client may have a transaction or matter adverse to Client and unrelated to the Matter. In such instances, Firm agrees it will provide written notice to Client prior to undertaking such representation, and Client shall have the opportunity to discuss the matter with Firm. Client shall have the right to object to Firm undertaking such representation and Firm will not undertake such representation if, in Client's reasonable belief, such matter could result in a conflict with the Matter. Notwithstanding the foregoing or anything in this Agreement to the contrary, Firm agrees those attorneys working on Client's matters shall not undertake any other representation in any way related to the following: (a) sports betting or wagering in Illinois; (b) a location or establishment in regard to video gaming within a five-block radius of Wrigley Field; (c) rules and regulations promulgated by the Illinois Gaming Board and reviewed by JCAR regarding sports wagering; (d) any casino or wagering within the City of Chicago. In addition, in the course of any other representation, those Firm attorneys working on Client's matters will not undertake any position or make any argument which is contrary to Client's position on any issue in connection with the topics in the preceding sentence.

- a. Notwithstanding the foregoing, Client agrees the Firm may represent the Chicago Bulls, Chicago Blackhawks, Chicago White Sox and/or the United Center on matters of common interest where such matters are covered by a joint privilege among the parties.

13. **Acknowledgement.** Firm acknowledges the proprietary nature of all names, trademarks, service marks, trade dress, including without limitation word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations owned, controlled or cleared for use by or on behalf of and/or applied for in or registered with the U.S. Patent and Trademark Office (irrespective of the class or nature of goods or services for which an application has been made or registration issued) or otherwise protected by applicable law, or any combination or derivative of same, by Client (collectively, the "**Client Marks**"). Firm acknowledges a license from Client is required to use such Client Marks and no such license is granted herein, and Firm agrees it will make no use of any Client Marks (including without limitation on any website or in other marketing materials) without the prior written consent of Client.

14. **Work Made For Hire.** Any work performed by Firm pursuant to this Agreement shall specifically be considered work made for hire for Client under applicable laws or, to the extent such work is deemed not to be work for hire, Firm hereby assigns to Client all of Firm's right(s), title and interest(s) in and to such work.

15. **Services and Information Prior to Effective Date.** All Services performed by Firm and all information and other materials disclosed between the parties hereto prior to the Effective Date shall be governed by the terms of this Agreement.

16. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

17. **Independent Contractors.** Firm is an independent contractor and is engaged in the operation of its own independent business. Neither party to this Agreement is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into contracts or assume any obligations for the other party, or make any warranties or representations on behalf of the other party, except where expressly authorized in writing to do so. Nothing in this Agreement will create a joint venture, partnership, agency, employment or other similar relationship between the parties

hereto.

18. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments as needed to preserve, as much as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment(s), each such term, condition, or provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes.

19. **Notices.** Any notice required or permitted to be given by one party to the other pursuant to this Agreement shall be sufficiently given if sent to it by messenger or national overnight courier properly posted and fully prepaid, addressed to it at the address set forth above, or at such other address as it may from time to time designate by written notice to the other party hereunder. Notices will be deemed given upon receipt or refusal to accept delivery.

20. **EEOC Compliance.** Firm acknowledges its responsibilities under applicable provisions of Executive Order 11246 and the implementing regulations of the Department of Labor as well as related executive orders.

21. **No Amendment; No Waiver.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. The waiver by any party of a breach or any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by such party. No waiver hereunder shall be valid unless in writing and signed by the party to be charged.

22. **Assignment.** The parties acknowledge the unique nature of Firm's services is substantial consideration for the parties' entering into this Agreement. This Agreement, the Services, or any rights under this Agreement may not be assigned or otherwise transferred by Firm, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Client, which consent may be withheld in Client's sole discretion. Client shall have the right to delegate, transfer, or assign this Agreement to any Client affiliate and Firm agrees such delegation, assignment or transfer shall be a release and novation of Client with respect to any duties and obligations under this Agreement assumed by such affiliate assignee. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns, including the entity to which Client's rights, duties and obligations hereunder are delegated, assigned or transferred, in whole or in part. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing shall be null and void.

23. **Further Assurances.** Each party agrees to cooperate with the other and take all additional actions as may be necessary to carry out the purpose and intent of this Agreement during the term hereof.

24. **Integration.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgement or other business form either party may use in connection with the transactions contemplated by this Agreement shall have any effect on or

shall otherwise modify the rights, duties or obligations of either party under this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. This Agreement may be executed by a party's signature transmitted by facsimile ("**fax**") or by electronic mail in portable document format ("**pdf**"), and copies of this Agreement executed and delivered by means of faxed or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. Faxed or pdf signatures shall be legally effective as if such signatures were originals.

APPROVED AND AGREED:

GEORGES AND SYNOWIECKI, LTD.

By: Mara S. Georgis
Its: Managing Partner

NORTHSIDE ENTERTAINMENT HOLDINGS, LLC

By: _____

Its: _____

EXHIBIT A
INSURANCE REQUIREMENTS

Firm and any contractor or subcontractor hired by Firm in association with the Services must obtain, and continuously maintain during the Term, at its own expense, the following insurance policies:

1. Workers' Compensation in compliance with the laws of the state or province for all states of operation hereunder, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with the following minimum limits:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit.

The Acord Certificate MUST answer the question: "ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED?" For Sole Proprietors, the answer MUST be "NO." For all other Companies, "YES" answers MUST be completely explained on the Certificate.

2. Employment Practices Liability Insurance having a minimum limit per occurrence in the aggregate of \$1,000,000 providing protection for Client and Firm against claims made by employees, former employees, or potential employees for wrongful termination of employment, sexual harassment, and other employment-related allegations.
3. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Products/Completed Operations Aggregate.

4. If vehicles are to be used by Firm, its employees or contractors in connection with the Services, Automobile Liability Insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.
5. All-Risk Property insurance covering all property owned, borrowed or rented by Firm for use in connection with the Services (including equipment, furniture, fixtures, inventory and merchandise) written on a full replacement cost basis.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Northside Entertainment Holdings, LLC, Wrigley Field Holdings, LLC, Chicago Cubs Baseball Club, LLC, each of such entities' parent, and affiliated entities and each of their respective directors, officers, members, employees, representatives and agents ("**Additional Insureds**") shall be named as additional insureds under the Commercial General Liability (using ISO Forms CG 2010 AND CG 2037) and Commercial Automobile policies. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the

Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance maintained by any Additional Insured, whether collectible or not. Any/all deductibles shall be the sole responsibility of Firm and shall not apply to any Additional Insured. All policies shall be endorsed to provide a waiver of subrogation in favor of each Additional Insured. Firm shall provide Client with at least 30 days' written notice if any of the required policies are cancelled or not renewed. Firm shall furnish Client with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Services. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Firm. Receipt by Client of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.