## THOMAS R. RAINES

## ATTORNEY AT LAW, LLC

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March 8, 2018

Mr. Alex Pearsall Property Adventures Corp. 1765 N. Elston Avenue Chicago, IL 60642

I am pleased that you have asked me to serve as your counsel. I submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, please call me.

1. <u>Client and Scope of Representation.</u> My client will be Property Adventures Corp., an Illinois corporation and its related entities and individuals (hereinafter collectively the "Client"). Client hereby engages Thomas R. Raines Attorney at Law, LLC, an Illinois limited liability company registered to practice law in Illinois to advise and represent it on various licensing, permitting and code relief issues related to its efforts in constructing and rehabilitating properties throughout the City of Chicago. This office will advise the Client in connection with, and the scope of this engagement and duties to Client shall be for legal strategies related to achieving the most efficient results related to the aforementioned areas (collectively the "Matter"). Client may limit or expand the scope of this representation from time to time, provided that any substantial expansion must be agreed to by both of us.

2. Term of Engagement. My representation will terminate on March 1, 2019. Client may terminate this representation for any reason, however all fees paid shall be deemed to be earned and non-refundable. Upon such termination please advise me if you wish to have any documents delivered to you, otherwise, all such documents will be stored here or transferred to my records retention program. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any such documents retained by this office.

You are engaging me to provide legal services in connection with specific matters. After completion of each matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage me after the conclusion of each matter, I will not assume a continuing obligation to advise you with respect to future legal developments that might affect an earlier conclusion or advice given in connection with such matter.

3. <u>Fees and Expenses</u>. The compensation for the entire Matter will be on a monthly set fee basis. The monthly fee for such services shall be set at \$5,000.00 00 to be paid on or before the fifteenth (15<sup>th</sup>) day of each month. Any fees and expenses required for services of others (such as filing fees and outside consultants) will not be incurred without the written consent of the Client and will not be paid by this office, but will be billed directly to you.

As I mentioned above, you may engage me for other services as well, the rate for any other work performed shall be calculated hourly at \$665.00 per hour. Once again, I am pleased to have this opportunity to work with you. If you have any questions or

comments during the course of my representation, please call me at (312) 750-1166 office or (312) 718-0687 cell.

Very truly yours,

Thomas R. Raines

AGREED TO AND ACCEPTED:

PROPERTY ADVENTURES CORP.

By: Alexander Pearsall, President

Dated: March 8, 2018