

CLL
CITY LAKE LAW, LLC

110 W Hubbard, Suite 400
Chicago, Illinois 60654
815.277.6037 (direct)
312.222.4926 (Fax)

July 6, 2021

Via Email Transmission:

2017 Mendell Baker, LLC
Attn: Warren Baker
2222 N Elston Avenue
Chicago, IL 60614

Re: *Legal Representation, Consulting: Retainer*

Dear Mr. Baker,

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between the **2017 MENDELL BAKER, LLC, an Illinois limited liability company (“BAKER”)** and **City Lake Law, LLC (“CITY LAKE LAW, LLC”)** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which CITY LAKE LAW, LLC will perform and bill for our services.

This correspondence outlines the services CITY LAKE LAW, LLC can provide BAKER with regard to Legal Representation, Government Relations and Strategic Consulting concerning outstanding filed legal matters against the business as well as other issues related to the license. With a principal that has years of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county, and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

CITY LAKE LAW, LLC members have experience with a multitude of phases of representation with governmental bodies, including the familiarity with procedural nuances, and the instincts necessary to develop and implement legal representation and strategic advocacy. We blend this with strong business expertise to set us apart from our competitors. CITY LAKE LAW, LLC will provide representation and assistance to you in this manner.

Statement of Work:

It is understood and agreed, pursuant to this agreement, that City Lake Law, LLC shall provide the following services:

- Assist Baker in continuing to strengthen, maintain, and further engage with members of the Chicago City Council in connection with the services described in Section 3 of the attached Agreement.
- Support Baker in crafting and messaging Illinois projects to maximize public support and administration support in connection with the services described in Section 3 of the attached Agreement..
- Draft legislation and ordinances as needed
- Act as a liaison in order to build strong public-private sector relationships in Illinois.
- Provide regular updates and reports as directed.
- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government

It is further understood and agreed that the scope of services to be rendered does not include any lobbying of state and city officials on behalf of Baker. City Lake Law services do not include lobbying of any governmental body. It is also 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. City Lake Law, LLC, commits to using its best professional efforts at all times on behalf of Baker, but cannot offer any promises or guarantees as to results.

CITY LAKE LAW, LLC looks forward to working with you on this important endeavor.

Very truly yours,

CITY LAKE LAW, LLC

Carmen Rossi

AGREEMENT

The following constitutes the Agreement between City Lake Law, LLC (CITY LAKE LAW, LLC), with an address of 110 W Hubbard Street, Chicago, Illinois 60654 and 2017 MENDELL BAKER, LLC, an Illinois limited liability company (CLIENT) with an address of 2222 North Elston Avenue, #100, Chicago, Illinois 60614:

1. This Agreement shall begin July __ 2021 and will continue until June 30, 2022. In the event Client wishes to terminate representation for any reason, Client shall not be responsible for any payments for services not yet rendered; however, all fees already paid shall be considered earned and nonrefundable. Upon such termination CLIENT shall advise as to have any documents delivered back, otherwise, all such documents will be stored. 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.

2. Throughout the term of this Agreement, CITY LAKE LAW, LLC 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 CITY LAKE LAW, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. CITY LAKE LAW, LLC's primary contacts on this matter shall be Carmen Rossi.

3. It is understood and agreed, pursuant to this Agreement, that CITY LAKE LAW, LLC shall provide the legal representation necessary to obtain from the City of Chicago and Cook County a Class 6B designation for the property commonly known as 2017 North Mendell Street, Chicago, Illinois and necessary services service related thereto.

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It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the lobbying of State and City elected officials on behalf of CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by CITY LAKE LAW, LLC shall be determined by CITY LAKE LAW, LLC. It is understood and agreed that CLIENT will rely on CITY LAKE LAW, LLC to work as many hours as may reasonably be necessary to fulfill CITY LAKE LAW, LLC's obligations under this Agreement.

5. The fee for the services provided by CITY LAKE LAW, LLC and set forth in paragraph 3 of this Agreement shall be paid as follows: \$10,000.00 per month (prorated for any partial month) starting July __, 2021 and continuing the first day of each month until the expiration or earlier termination of this Agreement. CLIENT may limit or expand the scope of representation from time to time, provided that any substantial expansion must be agreed to by both parties.

It is further understood and agreed that any and all monies paid by CLIENT to CITY LAKE LAW, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay CITY LAKE LAW, LLC 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 or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

In part, CLIENT has engaged CITY LAKE LAW, LLC 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 CLIENT'S future rights and liabilities. Unless CLIENT actually engages CITY LAKE LAW, LLC after the conclusion of

each matter, CITY LAKE LAW, LLC will not assume a continuing obligation to advise CLIENT with respect to future legal developments that might affect an earlier conclusion or advice given in connection with such matter.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by CITY LAKE LAW, LLC unless prior approval for specified expenses is granted by CLIENT.

6. CITY LAKE LAW, LLC expects CLIENT to cooperate with this firm by furnishing the information and documentation that is determined to be needed to perform our duties as CLIENT counsel. CLIENT agrees to provide all information and papers requested by Attorney and to cooperate fully in any proceedings related to this Matter.

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 legal outcome, legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. CITY LAKE LAW, LLC 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. CITY LAKE LAW, LLC'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 only 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.

13. Before signing this Agreement, CLIENT understands CLIENT has the right to seek independent legal counsel to review the terms and conditions of this Agreement.

CLIENT has read this REPRESENTATION AGREEMENT, understands its terms and acknowledges that CLIENT is bound by it. This firm shall be pleased to commence performing work for CLIENT when we receive the original signed Representation Agreement and the aforementioned initial retainer. Please understand that it is CLIENT'S execution and delivery of these items that mark the commencement of our relationship and scope of work. We reserve the right not to commence or continue handling any work which is commenced until the above items have been received.

CLIENT AGREES TO PAY CITY LAKE LAW, LLC THE ABOVE AGREED UPON FEES, REGARDLESS OF THE OUTCOME OF THIS MATTER. FURTHER, CLIENT UNDERSTANDS THAT THE ATTORNEY MAKES NO WARRANTIES OR GUARANTEES OF WHATSOEVER KIND CONCERNING THE OUTCOME OF THIS MATTER. CLIENTS ALSO UNDERSTANDS AND AGREES THAT CLIENT IS OBLIGATED TO REPAY ALL EXPENSES SPENT BY THE ATTORNEY ON CLIENT'S BEHALF REGARDLESS OF THE OUTCOME OF THE REPRESENTATION IN THIS MATTER PROVIDED SUCH EXPENSES ARE COMMERCIALY REASONABLE AND ARE PRE-APPROVED BY CLIENT.

(SIGNATURE PAGE TO FOLLOW)

This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute one and the same agreement. This Agreement shall be deemed delivered upon receipt by each of the undersigned of an electronic PDF copy hereof from the other parties.

CITY LAKE LAW, LLC

By: CR
Carmen Rossi, Managing Partner

Dated: 7-6-2021

2017 MENDELL BAKER, LLC

By: Baker Development Corporation

By: WB
Warren H. Baker, President

Manager

Its: _____

Dated: 07/06/21