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September 27, 2019

Mr. Zev Salomon  
ZSD Corp.  
3151 North Halsted  
Chicago, Illinois 60657

**Re: 123 S. Peoria ARO Compliance**

Dear Zev:

Thank you for choosing Thompson Coburn LLP to handle the above-referenced matter. We look forward to working with you. This letter confirms our engagement and describes the basis on which the firm will provide legal services.

**Client:** Our client in this matter will be ZSD Corp. ("ZSD"). We will not represent any members, officers or directors individually nor will we be representing any affiliated, subsidiary, or parent companies of ZSD.

**Scope of Engagement:** ZSD has retained Thompson Coburn LLP to represent it in connection with ARO compliance at 123 South Peoria, Chicago, Illinois. Our engagement is limited to performing services related to this matter. We are not, by this letter, representing ZSD or its interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. Our representation begins once ZSD agrees to the terms of engagement set forth in this letter.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

**Client Responsibilities:** ZSD agrees to pay our statements for services and expenses as provided below. In addition, ZSD agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation and to provide other information reasonably requested by us.

Because it is important that we are always able to contact you regarding this representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding ZSD or its

business. Whenever we need instructions or authorization in order to proceed with legal work on ZSD' behalf, we will contact you at the latest business address we have received from you.

If there are any changes in the companies affiliated with ZSD, whether as parent, sister, subsidiary, or other affiliation, ZSD agrees to provide us with sufficient notice to permit us to evaluate whether the new affiliation creates a conflict of interest or other reason for the firm to withdraw from the representation.

**Termination of Engagement:** Either ZSD or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to the rules of professional conduct that govern attorney conduct.

ZSD will pay Thompson Coburn for all services rendered and costs or expenses incurred in connection with this engagement regardless of how the engagement terminates.

**Conclusion of Representation:** Unless terminated earlier, our engagement in this matter will terminate when we send you our final statement for services rendered.

**Retention and Disposition of Documents:** In the course of this engagement, Thompson Coburn may create various documents, including documents that may be filed with a court or public entity, documents exchanged with other entities or parties, final documents intended to be provided to the client, and various internal documents (such as memoranda, draft documents, email correspondence, and other documents and records intended to be used only within the firm).

When this representation terminates, ZSD is entitled to the return of all documents that it has provided to Thompson Coburn, all documents filed or exchanged with other entities or parties, and all final documents intended to be provided to the client. ZSD agrees that it is not entitled to other documentation that may be found in the file, including, but not limited to, drafts and copies of Thompson Coburn's internal documents because such documents are not intended to be reviewed outside the firm, because such documents may disclose information related to other clients of the firm, and because of the likely expense and time involved in identifying such documents.

If ZSD wishes to receive the documents it is entitled to, a written or electronic request to me is sufficient. If no such request has been received, we reserve the right to destroy or dispose of these documents within a reasonable time after the engagement has terminated, which may be one year or less thereafter.

**Fees and Expenses:** Our fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. Your billing statement will include separate charges for out-of-pocket expenses. Payments are due upon receipt. My hourly rate for 2019 for this work is \$500 and my associate Talar Berberian's hourly rate is \$445. The firm's billing rates are subject to change, usually at the beginning of a calendar year.

Your billing statement will include separate charges for out-of-pocket expenses. You also agree to pay reasonable expenses for copying or printing documents for the engagement. You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in this matter. Their fees and expenses generally will not be paid by us, but will be billed directly to you.

**Estimates:** If Thompson Coburn provides a projection or other estimate of fees and expenses, it is not a commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Fee projections and other estimates can vary (either high or low) from actual fees by a substantial percentage.

**Payment of Statements:** Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due upon receipt of our statement. In the event of non-payment for our services, Thompson Coburn LLP may, subject to our ethical obligations under the circumstances, discontinue our representation.

**Conflict Waiver:** To reduce recurring conflict problems, the firm has adopted a conflicts waiver policy concerning clients we represent only occasionally or in a limited area of work. We will represent such clients on the condition that they consent in advance to our representation of other clients in other matters where all client references should be replaced with ZSD' interests conflict, so long as we, in the course of our representation, do not become privy to confidential information that would be relevant to such a representation of another client.

Thompson Coburn has and will continue to represent the City of Chicago ("City") on various assignments none of which relate to what will be our representation of your interests. The City has waived any conflicts for our firm to represent the interests of clients in such matters as yours. We are disclosing our representation of the City.

ZSD therefore agrees that Thompson Coburn's representation in this matter will not disqualify the firm from representing a client with adverse interests in another matter, including litigation, if that matter is unrelated to the subject matter of this representation. Client hereby consents to any conflict of interest with respect to those representations.

Thompson Coburn will undertake such an adverse representation only if the firm concludes that it can do so without any adverse effect on its ability to competently and diligently continue its representation in the present matter. The firm also agrees not to use any of ZSD' proprietary or other confidential information of a nonpublic nature acquired as a result of our representation in connection with any such adverse representation.

Before ZSD agrees to this advance conflict waiver, we recommend that it obtain independent advice regarding the consequences of this waiver.

**Post-Engagement Matters:** ZSD is engaging Thompson Coburn to provide legal services in connection with respect to this specific matter. After completion of the matter, changes may occur in the applicable law that could have an impact on its future rights and liabilities. Unless ZSD later engages the firm to provide additional advice on such issues, the firm has no continuing obligation to provide advice with respect to future legal developments.

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Please review this letter carefully. If it meets with your approval, sign a copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

Very truly yours,

**Thompson Coburn LLP**



By: \_\_\_\_\_  
Katriina S. McGuire

AGREED TO AND ACCEPTED:

**ZSD CORP.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_