

THOMAS R. RAINES
ATTORNEY AT LAW, LLC
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CHICAGO, ILLINOIS 60606
(312) 750-1166 · (312) 750-1164

May 14, 2021

Mr. Joshua Braun
Kinexx Modular Construction, LLC
800 Custer Ave., Suite 2
Evanston, IL 60202

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 do not hesitate to contact me.

1. Client and Scope of Representation. The client will be Kinexx Modular Construction, LLC, a Delaware limited liability company (hereinafter 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 city of Chicago Department of Buildings and Illinois Department Health, permitting, inspection and administrative issues related to its efforts in developing a streamlined approval system for constructing and installing modular home structures on parcels in and around the Chicagoland area (the “Client Objective”). 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 Client Objective (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.

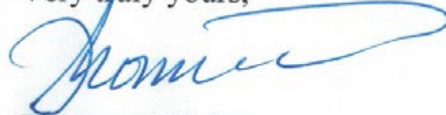
2. Term of Engagement. This representation shall be for a period of six (6) months. Client may terminate this representation for any reason at any time at Client’s sole discretion, however all fees already paid shall be considered earned and nonrefundable. Upon any termination, please advise me if you 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 this office to provide 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 this office 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. Fees and Expenses. The compensation for the Matter shall be on a monthly set fee basis. The monthly fee for such services shall be set at \$7,500.00 to be paid on or before the first (1st) day of each month, beginning on October 1, 2021. 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.

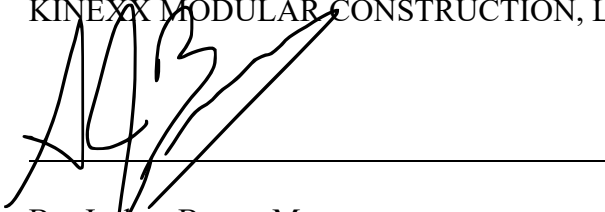
Once again, I am pleased to have this opportunity to work with you. If you have any questions or comments during the course of this representation, please call me at (312) 750-1166.

Very truly yours,



Thomas R. Raines

AGREED TO AND ACCEPTED:
KINEXX MODULAR CONSTRUCTION, LLC



By: Joshua Braun, Manager

Dated: 10/5/21