

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

December 1, 2022

Rick Patel  
10180 Kathy Court  
Des Plaines, IL 60016

I am pleased that you have asked us 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.

1. **Client and Scope of Representation.** Our client will be Mr. Rick Patel or any entity he designates to for the purposed stated herein (hereinafter the "Client"). Client hereby engages this office to undertake the lead on and advise it in its attempt to obtain a Change of Officers on the City of Chicago Retail Food, Package Goods Liquor, Outdoor Patio and Tobacco licenses as well as the State of Illinois Retailer's Liquor License (together the "Licenses") for 3400 Food & Liquor, Inc., doing business as 3400 Food & Liquor located at 3459 W. Harrison Street in Chicago, Illinois (the "Premises"). Additionally there is currently a Package Goods liquor moratorium that would prevent the change of officers contemplated herein (the "Moratorium"). Client also wishes engage this office to undertake an effort to have the Moratorium lifted effecting the Premises (collectively the "Matter"). Client may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by both of us.

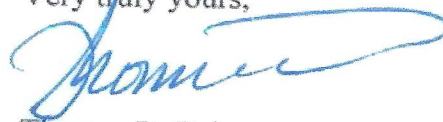
2. **Term of Engagement.** This representation will terminate upon my sending you a final statement for services rendered. In the event Client wishes to terminate our representation for any reason, Client shall not be responsible for any payments for services not yet rendered, however, all fees already paid shall be considered earned and nonrefundable. Upon such

termination please advise me if you wish to have any documents delivered to you, otherwise, all such documents will be stored here or transferred to our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by this office.

You are engaging us 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. We will not assume a continuing obligation to advise you with respect to future legal developments that might affect an earlier conclusion of such matter.

3. Fees and Expenses. The compensation for the entire Matter will be on a set fee basis, the fee for such services shall be set at \$40,000.00 to be paid in installments as follows: \$20,000.00 upon execution of this agreement, \$10,000.00 upon submitting a complete change of officers application for the Licenses to the City of Chicago Department of Business Affairs and Consumer Protection and \$10,000.00 upon the City of Chicago and State of Illinois issuing the Licenses reflecting the change of ownership to Client. The filing fees associated with the Licenses or any other fees associated with the application are not included in the above quoted fee and will be the responsibility of the Client. 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.

Very truly yours,



Thomas R. Raines

AGREED TO AND ACCEPTED:  
RICK PATEL



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Dated:

12 / 15 / 22