THOMAS R. RAINES

ATTORNEY AT LAW, LLC

20 N. WACKER DRIVE · SUITE 550 CHICAGO, ILLINOIS 60606

(312) 750-1166 · FAX: (312) 750-1164

WRITER'S DIRECT E-MAIL TRAINES@TRAALAW.COM

March 23, 2017

Chicago Cubs Baseball Club, LLC

Attn: Michael Lufrano, Chief Legal Officer

1060 W. Addison Street

Chicago, IL 60613

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 contact me.

1. Client and Scope of Representation. My client will be the Chicago Cubs

Baseball Club, LLC, a Delaware limited liability company and HSC Plaza and Building

Operations LLC, a Delaware limited liability company (hereinafter collectively the

"Client"). Client has constructed a Sports Plaza along North Clark Street adjacent to

Wrigley Field which is located at 1060 W. Addison Street in Chicago, Illinois. Client

wishes for certain entities (to be determined by Client) to obtain the proper city of

Chicago and State of Illinois licenses to operate the Sports Plaza in accordance with the

Municipal Code of Chicago. Specifically, Client wishes for the following licenses to be

issued for operation on the Sports Plaza; a Sports Plaza Liquor license, a Public Place of

Amusement license ("PPA") and a Retail Food license (the "Licenses"). Additionally, I

shall collaborate with Client and Client's architect on the Sports Plaza City of Chicago occupancy placard (collectively the "Matter"). *Thomas R. Raines, Managing Member of Thomas R. Raines Attorney at Law, LLC shall be the only attorney from the firm providing services on this matter.* I may also generally advise Client on other issues related to the Matter. Client may limit or expand the scope of my representation from time to time, provided that any substantial expansion must be agreed to by both of us.

2. <u>Term of Engagement</u>. My representation will terminate on the sooner of April 14, 2017 or at Client's sole election for any reason, at any time. In the event Client wishes to terminate my 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 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> My compensation for the entire Matter will be on a set fee basis, the fee for such services shall be set at \$5,000.00 to be paid upon execution of

this agreement. 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 \$625.00 per hour. The filing fees associated with the Licenses or any fees associated with obtain requisite signatures 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:

CHICAGO CUBS BASEBALL CLUB, LLC

Ву:	Its:
Dated:	And
HSC PLAZA AND BUILDIN	G OPERATIONS LLC
Ву:	Its:
Dated:	_