

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

April 17, 2017

Mr. Robbie Schloss  
The Shore Club Chicago, LLC  
516 W. Briar Place, Ste 12C  
Chicago, IL 60657

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 call me.

1. Client and Scope of Representation. My client will be The Shore Club Chicago, LLC, an Illinois limited liability company (hereinafter the "Client"). Client hereby engages this office to undertake the lead on and advise it in its attempt to obtain a State of Illinois Special Use Permit for a licensee's sale of liquor off premise. Client wishes to engage a licensee for the use of its consumption on-premises liquor license at North Avenue Beach in Chicago where Client plans to erect a seasonal mobile tent/structure (together the "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.

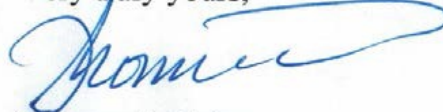
2. Term of Engagement. My representation will terminate upon my sending a final statement for services rendered following the completion of all services described herein. In the event Client wishes to terminate my representation for any reason, Client shall not be responsible for payments for services 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 no earlier than two (2) years from the termination of our engagement.

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. Fees and Expenses. My compensation for the entire Matter will be on a set fee basis, the fee for such services shall be set at \$30,000.00 to be paid in installments as follows: \$7,500.00 upon execution of this agreement, \$7,500.00 upon the State of Illinois issuing the License for the premises to Client, \$7,500.00 on July1, 2017 and \$7,500.00 on September 1, 2017. As I mentioned above, you may engage me for other services as well, the rate for any other work performed shall be calculated at \$625.00 per hour. The filing fees associated with the Licenses 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, please call me at (312) 750-1166.

Very truly yours,



Thomas R. Raines

AGREED TO AND ACCEPTED:  
THE SHORE CLUB CHICAGO, LLC



Robbie Schloss, Manager

04/18/17

Dated: