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May 3, 201__

BY E-MAIL AND U.S. MAIL

Paul Davis
Executive Vice President
Lease Finance Group
First Bank of Illinois
500 Skokie Boulevard
Northbrook, IL 60062

Re: Legal Representation

Dear Paul,

Thank you for the confidence in our Firm by selecting the law firm of _____ to represent the First Bank of Illinois in connection with the drafting of two separate sets of loan documents for the equity loan structures described in your e-mail to me dated April 27, 201__.

We feel close and thorough communication between the Firm and its Clients is a necessary element of good representation and, to that end, are taking this opportunity to set forth the terms upon which the Firm will be providing the legal services in this matter. We will endeavor to keep you informed as to the progress of the matters for which we have been retained and will seek your input as to how you wish to proceed. Open communication is essential and questions about all aspects of the representation, including billing items, are welcomed and will be quickly answered. We, therefore, respectfully request that you review this letter, carefully, and advise us if you have any comments or questions.

1. We will represent you in connection with the matter set forth above and will take all steps appropriate to meet your needs therein. Notwithstanding the foregoing, any expressions on our part concerning the outcome of this matter are based on our best professional judgment but are not, as you know, guaranties as to the final outcome.

2. As we discussed, I will have primary responsibility for this matter; other attorneys and legal assistants may, however, assist. It is our policy to assign a particular portion of a matter to the person who can perform that service most efficiently and at the least expense to you.

3. We charge Clients for legal matters at established billing rates for each attorney and legal assistant. For this matter, my hourly rate is \$310 and the hourly rate for

legal assistants is \$110. We maintain accurate records of the time we devote to all matters, including time spent in meetings and telephone conferences with you and others, negotiations, legal research, correspondence, travel and other matters appropriate and necessary.

4. We may incur and pay on behalf of our Clients a variety of out-of-pocket expenses. These items include, but are not limited to: delivery services and outside service providers; we do not, however, bill for incoming or outgoing facsimiles; photocopies; long distance calls or e-mails. When we incur costs on your behalf, you will be billed monthly, together with legal fees.

5. You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, we will return your papers promptly upon receipt of payment for all outstanding fees and costs. Once notice is given, we will not perform any additional services for you or incur additional out-of-pocket expenses on your behalf except for such services and expenses as are necessary to effectuate an orderly transition of the matter to the party you so direct. You agree to pay such fees and costs promptly.

6. As noted above, we will bill you on a monthly basis for both fees and costs. Payment shall be made by you upon receipt of the bill, and, in any event, no later than thirty (30) days from receipt of the statement. Although our policy is to request a retainer, that requirement has been waived.

If you are in agreement with the terms of _____ representing you, as outlined above, please sign below and fax or mail back to us the enclosed copy of this letter.

Thank you.

Very truly yours,

By: _____

AGREED TO AND ACCEPTED BY:

First Bank of Illinois

By: _____

Paul Davis
Executive Vice President/Lease Finance Group

Date: _____