

May \_\_\_\_, 2023

The Executive Committee  
We Work For Kids, LLC  
191 N. Wacker Drive, Suite 800  
Chicago, Illinois 60606

Re: Engagement as Outside Legal Counsel

Gentlemen:

Effective immediately, I am pleased to accept your offer to act as one of your outside legal counsels pursuant to the terms of this letter of engagement, as follows:

1. Relationship. The nature of our relationship will be that of a traditional outside counsel attorney/client relationship. Therefore, effective immediately I will cease to be employed by We Work For Kids, LLC, and its subsidiaries (collectively, the "Company"), and I will cease the performance of any duties, activities, services or engagements outside of the legal area, with respect to which I may currently be involved, including, without limitation, facilities management, etc. As an outside counsel, I understand that I will accept assignments only from Steve Campbell, Margie Sharp, Jeff Ottens and Sy Peck (one of the Company's other outside legal counsels). I further understand that other members of the Executive Committee who seek my counsel or involvement will use reasonable efforts to route those requests through Jeff Ottens. I will keep Jeff Ottens reasonably and continuously apprised of all matters with respect to which I am involved or which are requested of me by anyone within or associated with the Company organization. I will work collaboratively with all other legal counsels for the Company, including Sy Peck. I will perform any activities needed as soon as possible to transition from employee to outside counsel.
2. Time and Attention; Nature of Services. I have a broad and deep understanding of educational law and related matters. I would expect to continue to provide counsel on these matters as well as other matters for which my skills, knowledge and past history with the Company will be useful. I will use my best efforts to keep the Company apprised in advance of developments and needs in these areas or where my past history is pertinent. I understand that I will always operate only in accordance with the provisions of this letter. I understand that, while I will not be expected to be working directly with managers of the Company other than as specified above, there may be exceptions as directed only by the senior managers listed above. I understand that I am expected to be involved and available to provide the equivalent of full time services to the Company. In other words, the Company will be my most important client. As an outside lawyer, I may take on other clients, as long as it does not interfere with services requested of me by the Company, and as long as these other clients are not competitive with the Company.
3. Economics. The Company will pay me (or a law firm entity organized by me and having no other members) \$300,000 annually. The payments will be made on a monthly basis. The Company will account for these payments as payments of legal fees to outside counsel. I will not charge the Company for any of the administrative or overhead expenses or other operating expenses of me or my firm. The Company will reimburse me for standard out of pocket costs with respect to which an outside counsel would customarily charge a client. Subject to my compliance with the terms of this engagement, the Company will continue our arrangement as set forth in this letter until a sale, merger, or other similar event pursuant to which the equity holders of the Company substantially "cash out".
4. Release. Concurrently herewith, I am executing the Release attached hereto as Exhibit A. If I cancel such Release in accordance with its terms, this engagement letter shall be of no force or effect whatsoever and shall be null and void.

5. Board and Equity. As one of the founders of the Company, I believe I have a unique and valuable perspective that is important to the Company. I expect to continue to be a board member in accordance with the Company's Limited Liability Company Operating Agreement. This engagement letter shall not alter my rights as an equity holder of the Company or under said Operating Agreement.
6. Claire Del Rosso. Claire Del Rosso, who is also currently an attorney for, and employee of, the Company, is resigning her employment and executing the Release attached hereto as Exhibit B. If Claire cancels such Release in accordance with its terms, this engagement letter shall be null and void and of no force and effect. Claire will continue to work for me collaboratively on legal projects, although she shall not work for the Company without your authorization. I have committed myself to compensating Claire directly by me for services she provides as my colleague, independent contractor or otherwise. However, the Company has agreed to cover Claire's COBRA costs if she elects COBRA.
7. Other Obligations. Both Claire and I understand that we are subject to all standard ethical and other legal obligations applicable to outside counsel, such as confidentiality, avoidance of conflict of interest, data protection and privacy and similar restrictions.

Please confirm your agreement by signing and returning the copy of this letter enclosed for that purpose. I look forward to being of service.

Sincerely,

\_\_\_\_\_  
DAVID SUNDSTROM

Accepted and Agreed to as of the Date above first written.

WE WORK FOR KIDS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Jeff Ottens, CFO