

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) for contract lobbying services is entered into this 1st day of March 2018, by and between Ridge Strategy Group, LLC (including its members, partners, associates, contractors, employees and/or agents, collectively referred hereafter as “CONSULTANT”) doing business at 1507 E. 53rd Street, #146, Chicago, Illinois 60615, and United Center Joint Venture (hereafter as “CLIENT”) doing business at 1901 West Madison Street, Chicago, Illinois 60612, pursuant to which CONSULTANT will perform consulting and contract lobbying services (hereafter as “SERVICES”) on CLIENT’s behalf. In consideration of the covenants and undertakings set forth herein, the parties agree as follows:

Section 1. General Description of Services

CONSULTANT provides a variety of consulting, lobbying and advisory services related to government affairs and policy, public affairs, political affairs, strategic business planning, research, analysis and advocacy.

Section 2. Services

CONSULTANT will provide SERVICES related to the CLIENT’s business strategy, legislative strategy, public policy strategy and operations within the purview of the City of Chicago’s government agencies, including the Office the Mayor, the City of Chicago City Council, the agencies within the Cook County Government, including its Boards and Commissions as directed by CLIENT including:

- a) undertake general advocacy efforts, regarding legislation and regulations that may affect CLIENT, including register to lobby, lobby on behalf of CLIENT’s interests with government agencies and elected officials, drafting, distributing and presenting relevant information to governmental committees;

- b) report on government affairs activity and provide copies of briefs, amendments, roll call votes and other documents distributed in connection with related legislative or executive activity;
- c) provide strategic assistance for CLIENT in development of local stakeholder constituencies, including, but not limited to governmental entities, business groups, community and faith-based organizations;
- d) perform in a professional manner and not use improper methods when urging consideration of any matter or otherwise working on behalf of the CLIENT; and
- e) comply fully with all applicable federal, state and local laws and regulations when performing its obligations under this Agreement.

Section 3. Term and Termination

3.1 The term of the Agreement will commence on the date first written above and will end on March 1, 2019. Either party may terminate the Agreement, with or without cause, on thirty (30) days advance written notice to the non-terminating party. If CLIENT terminates the Agreement, CLIENT will have no liability or payment obligations to CONSULTANT after the effective date provided in the notice of termination, except for approved compensation or expenses incurred prior to that date. This Agreement will automatically renew for one-year periods unless one party notifies the other in writing at least thirty (30) days before the end of the term that it does not want the Agreement to renew. This agreement can be modified in writing by mutual agreement of the parties.

Section 4. Compensation, Invoice and Expenses

4.1 **Compensation.** In payment for the SERVICES rendered by CONSULTANT during the term of this Agreement, CLIENT will pay CONSULTANT (monthly retainer in US dollars) \$3,000 per month. CLIENT will make payments to CONSULTANT within 30 (thirty)

days of receipt of each monthly invoice. Consideration paid to CONSULTANT is not contingent upon the success of any undertaking hereunder.

4.2 **Invoice.** CONSULTANT will invoice CLIENT monthly, with payment due in full and payable by wire transfer to CONSULTANT, within 30 days upon receipt of invoice. The first invoice will be submitted upon Agreement commencement.

4.3 **Expenses.** CLIENT agrees to reimburse CONSULTANT for reasonable and necessary expenses incurred in connection with the SERVICES, provided that CONSULTANT has obtained CLIENT's written approval to reimburse such expense prior to incurring the same. CLIENT agrees to pay any applicable municipal lobbying registration fee(s). CONSULTANT will present expenses as a straight pass-through without mark-up.

Section 5. Amendment

5.1 This Agreement may be amended by the mutual agreement of the parties in a writing to be attached to and incorporated into this Agreement.

Section 6. Confidential Information

6.1 CONSULTANT agrees that any information received by CONSULTANT during the performance under this Agreement will be treated by CONSULTANT in full confidence and will not be revealed to any other persons, firms, or organizations. CONSULTANT further agrees not to use such information in any manner other than in furtherance of this Agreement.

Section 7. Entire Agreement

7.1 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement, and no other

agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

Section 8. Severability

8.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 9. Indemnification

9.1 Each party shall agree, to the fullest extent permitted by law, to hold harmless and indemnify the other party and its directors, officers, agents, and employees from any claims, causes of action, suits, judgments and associated costs and expenses relating to such, arising out of or in connection with an action by the other party to this agreement. However, neither party shall be indemnified for any loss, liability, damage, or expense resulting from its negligence or willful misconduct.

Section 10. Attorney's Fees

10.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

Section 11. Governing Law

11.1 The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Illinois, County of Cook.

This Agreement executed as of the day and year first above written.

CONSULTANT

RIDGE STRATEGY GROUP, LLC

By _____

Gyata M.J. Kimmons

Its Manager

CLIENT

UNITED CENTER JOINT VENTURE

By _____

Howard Pizer

Its Executive Vice President