

## POINT OF DIFFERENCE STRATEGIES

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CHICAGO, ILLINOIS 60664

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April 15, 2021

**Confidential**

Via email to [rwirtz@chicagoblackhawks.com](mailto:rwirtz@chicagoblackhawks.com)

Rocky Wirtz  
Wirtz Corporation  
680 North Lake Shore Drive, 19<sup>th</sup> Floor  
Chicago, Illinois 60611

Dear Rocky,

This letter sets forth the terms of the engagement between Point of Difference Strategies ("PoD") and Wirtz Corporation, wherein PoD will provide general lobbying and advisory services to Wirtz Corporation including but not limited to advocating for the interests and initiatives of Wirtz Corporation before the Illinois General Assembly.<sup>1</sup> These interest and initiatives include but are not limited to the following subject matters: liquor, agriculture, banking, real estate, sports, entertainment, wholesale distribution, and civic engagement. Please note that legal services and are not included in this engagement. If this letter is acceptable, please sign and date two copies in the space provided below, retain one copy and return the other to me.

Our services are billed at a flat monthly rate, in advance. The rate for this engagement will be [REDACTED] starting on the date this contract is signed by Wirtz Corporation, for a term of twelve months – [REDACTED] All necessary disbursements and expenses will appear on your monthly bill.

Payments shall be made to PoD via ACH once all applicable information has been received by Wirtz Corporation. ACH and W9 information will be provided to Wirtz Corporation upon receipt of the signed agreement.

We may now or in the future without your consent act for your competitors, adverse parties or our other clients whose interests are or may be opposed to or in conflict with yours or your affiliates in matters not substantially related to particular matters we are handling for you. Where we are acting for you on a particular matter, however, we will not act for another client on the same matter unless and to the extent that we are permitted to do so by the applicable professional conduct rules.

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<sup>1</sup> Under the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1, et seq., and Illinois Executive Order No. 2015-09 Lisa Duarte may directly lobby the Illinois General Assembly at any time and may provide strategic advice and counseling services relating to the Office of the Governor and its agencies, boards, and commissions. Lisa Duarte may only directly lobby the Office of the Governor and its agencies, boards, and commissions *after* January 15, 2022.

This agreement may be terminated with or without cause, at any time during the term by either party, after thirty (30) days written notice to the other party. PoD shall be paid all fees and expenses otherwise owed under the terms of this agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All collection costs incurred by PoD for uncontested fees, which are more than sixty (60) days past due shall be paid by Wirtz Corporation.

Please sign and date this letter and return it to me to confirm the agreement of the foregoing terms. If you have any questions, please do not hesitate to contact me.

We look forward to working with you.

Sincerely,

/s/Lisa Duarte

Accepted by Rocky Wirtz

Signature: h. Rhin

Name Printed: h. Rockwell Wirtz

Date: 4/23/21