

POINT OF DIFFERENCE STRATEGIES

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March 10, 2021

Privileged & Confidential

By Email to hpizer@unitedcenter.com

Howard Pizer, Executive VP
United Center
1901 W Madison Street
Chicago, IL 60612

Re: Lobbying and Government Affairs Services

Dear Howard:

It has been a pleasure working with you and the organizations, in my many hats, through the years. I cannot tell you how pleased I am to be back on the team. Thank you for your friendship and confidence.

This letter sets forth the terms of the engagement between Point of Difference Strategies ("PoD") and the United Center, wherein PoD will provide lobbying and government affairs services to the United Center before the Illinois General Assembly.¹ Please note that legal services and are not included in this engagement and that this engagement is limited to lobbying and government affairs services before the Illinois General Assembly. 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] for a term of twelve (12) months. All necessary disbursements and expenses will appear on your monthly bill. The twelve-month term shall commence on March 1, 2021.

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

¹ 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. Lisa Duarte may only directly lobby the Office of the Governor and its agencies *after* January 15, 2022.

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 (including in transactions, bankruptcy, insolvency, arbitration, litigation or other forms of dispute resolution). 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.

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 the United Center.

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,

Lisa Duarte

Accepted by the United Center

DocuSigned by:
Signature: Howard Pizer, Executive VP
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Name Printed: Howard Pizer, Executive VP

Date: 3/26/2021