
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-052**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TINLEY
PARK CONVENTION CENTER MANAGEMENT CONTRACT BETWEEN THE
HARP GROUP, INC, AND THE VILLAGE OF TINLEY PARK**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
JOHN A. CURRAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, on December 12, 2018 the Village of Tinley Park ("Village") and The Harp Group, Inc., (as successor in interest to Tinley Park Hotel and Convention Center, LLC,) ("TPHCC") entered into a Convention Center Management Contract ("Contract"), to provide certain marketing and management services for the Tinley Park Convention Center; and

WHEREAS, the Village and TPHCC have previously negotiated and now desire to enter in a First Amendment to said Contract ("First Amendment"), attached hereto as Exhibit 1, to extend the Contract length and amend the obligations of TPHCC under said Contract; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village and its residents to enter into said First Amendment; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The preambles hereto are hereby made a part hereof, along with the operative provisions of this Resolution as if completely repeated at length herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents to enter into said First Amendment and that the Village President is hereby authorized to execute said First Amendment on behalf of the Village, with said First Amendment to be substantially in the form attached hereto and made a part hereof as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 17th day of July 2018.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED THIS 17th day of July 2018.


VILLAGE PRESIDENT

ATTEST:


DEPUTY VILLAGE CLERK

EXHIBIT 1
To Resolution 2018-R-052

**FIRST AMENDMENT TO
CONVENTION CENTER MANAGEMENT CONTRACT**

This First Amendment to Convention Center Management Contract ("**Amendment**"), effective as of July 17, 2018, is entered into by and between the Village of Tinley Park, an Illinois municipal corporation (herein referred to as "**Owner**" and/or the "**Village**" and The Harp Group, Inc., an Illinois corporation (as successor in interest to Tinley Park Hotel and Convention Center, LLC, an Illinois limited liability corporation ("**TPHCC**") ("**Manager**") (hereinafter collectively referred to as "**Parties**").

RECITALS

WHEREAS, on December 12, 2008, the Village and TPHCC entered into that certain Convention Center Management Contract (the "**Contract**"), a copy of which is attached hereto as **Exhibit A**, pursuant to which TPHCC was engaged by the Village to provide certain marketing and operational management of an approximate 64,000 square foot conference and convention center in Tinley Park, Illinois, on an approximate 12.4 acre parcel of real estate legally described on **Exhibit B** attached hereto and made a part hereof (said parcel of real estate and the improvements thereon shall hereinafter be referred to as the "**Property**"). The Property, and building, and all fixtures, furniture and equipment located therein, together with the surface parking, are collectively referred to as the "**Convention**"; and

WHEREAS, on TPHCC intends to assign its interest in the Contract to The Harp Group, Inc.; and

WHEREAS, Owner wishes to utilize the services of Manager in the management, marketing and operation of the existing Convention Center and wishes to continue to do so; and

WHEREAS, Owner wishes retain ownership of the Convention Center and enter into and amended Management Contract with Manager for the purpose of (1) defining the term of the Management Contract; (2) implementing changes to the obligations of the Manager; (3) promoting the growth and enhancement of the community, encouraging visitors to the Village, and promoting the holding conventions, conferences, and trade shows in the Village, and

1. Amendment of the Convention Center Management Contract.

- a. The Contract's Recitals are hereby amended and restated in their entirety as provided above.
- b. Throughout the entire Contract, any reference to the "Development Agreement" is hereby stricken.
- c. Section 1 of the Contract is hereby amended and restated in its entirety as follows:

"1. Term of Contract.

The term of this Contract shall commence on the effective date of the execution of this Agreement and shall expire at midnight on the twentieth (20th) anniversary.

- d. Section 2 of the Contract is hereby amended by deleting it in its entirety.
- e. Section 4 of the Contract is hereby amended and restated in its entirety as follows:

"4. Costs and Expenses.

Manager shall be responsible for all costs and expenses incurred in connection with the Convention Center, including, but not limited to, maintenance, repair, replacements, operating costs, supplies, utilities (including all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Convention Center), advertising on a regional or a national level for full utilization of this Convention Center, and all other costs in connection with the operation and use of the Convention Center. Such work shall include, but not be limited to, repairs, replacement and maintenance of the roof, all parking lots, and non-structural aspects of the Convention Center, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, parking area (including repaving when needed), elevators, interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping. Manager shall also, at its expense, be responsible for all cleaning, painting, decorating, carpentry work and all janitorial services with respect to the Convention Center site and be responsible for snow and ice removal (except from public roads), grass mowing, and maintenance of trees and other landscaping. The Manager will not be responsible for work covered by builder guarantees and manufacturer warranties. The parties acknowledge that it is their intention that Owner shall have no responsibility nor liability for any costs, except those specified herein.

- (a) Convention Center Major Capitol Expense Fund. On January 31st of each year the Manager shall remit an amount equal to five percent (5%) of the gross receipts generated from the Convention Center in the previous calendar year to be held by Manager's Lender pursuant to an agreed upon escrow agreement by and between the parties to this Agreement and by Manager's lender. The Parties shall agree to a five-year (5) Major capital improvement Budget and Plan and all proceeds of the Convention Center Major

Capitol Expense Fund shall be spent in accordance with the above referenced Budget and Plan.

- (b) 2018 Parking Lot Resurfacing: Notwithstanding the language set forth in Section 4 above, the Village has scheduled and budgeted for the resurfacing the Convention Center Parking Lot in 2018 using funds available from the Oak Park Avenue TIF Fund. The Village shall receive a reduction in any payment due and owing as set forth in the Abatement Agreements executed between the Village, Districts 159, 227, and the Harp Group equal to 50% of the amount spent on the parking lot resurfacing or other improvements paid for by the Village from the TIF Fund up to a maximum amount of \$400,000 in the same year in which the parking lot expenditure was made .

f. Section 5 of the Contract is hereby amended and restated in its entirety as follows:

"5. Obligations Pertaining to the Hotel Property.

The Parties each recognize the importance of the continuous operation of the adjoining hotel business and property to the success of the Convention Center. In recognition of the dependence of each property to the other, the Parties agree to the following:

Within thirty-six (36) months from the date of execution of this Contract the Manager shall convert the Hotel Property from a Holiday Inn into a Sheraton brand hotel, Doubletree by Hilton, Tapestry by Hilton, Delta by Marriott, Tribute by Marriott as pre-approved brands or another similar brand reasonably acceptable to the Village. If the Hotel Property is not converted as set forth herein within the aforementioned timeframe, the Owner may seek approval from the Village of a six- month extension for same which request shall not be unreasonably refused, denied or delayed by the Village. If the Manager does not convert the Hotel Property within the time limits set forth in this Section 5, then the Village shall not owe any monies it would otherwise be obligated to pay via the Abatement agreements or under this Agreement. Manager shall also return 50% of any monies paid by the Owner pursuant to the Abatement Agreements back to the Owner.

- a. The Parties recognize that the Abatement Agreements are likely to expire prior to the expiration of this Agreement. In the event the Owner, Districts, and Manager are not able to work out a new Abatement Agreement, the Owner shall rebate the following amounts of the Hotel Operator's Occupancy Tax generated solely

by the Hotel during the remaining term of the Contract on an annual basis.

- i. All amounts up to \$350,000 of the Hotel Operator's Occupancy Tax Generated solely by the Hotel shall be shared equally (50% each) by the Owner and the Manager. In no event shall the Village's share be less than \$175,000. Accordingly, if the Hotel generates less than \$350,000 then the Manager's 50% share shall be reduced accordingly.
 - ii. The Manager shall retain 75% of the Hotel Operator's Occupancy Tax generated solely by the Hotel in excess of \$350,00 and up to \$500,000.
 - iii. The Manager shall retain 85% of the Hotel Operator's Occupancy Tax in excess of \$500,000.
 - iv. Notwithstanding anything set forth to the contrary in this Section 4, in no event shall Manager's share of the Hotel Operator's Occupancy Tax generated solely by the Hotel exceed \$750,000.
- b. Nothing in this Agreement shall prohibit the Manager from assigning this Agreement and the rights, duties, and obligations of the Manager hereunder to a single purpose entity, a limited liability company, general or limited partnership or other entity which is an affiliate of the Manager or which is controlled by the Manager without the necessity of securing the Village's prior consent or approval, nor shall Manager be prohibited from collaterally assigning this Agreement to Manager's lender without the necessity of securing the Village's prior consent or approval. Any and all replacement or subsequent Manager must be approved by the Village. Said approval shall not be unreasonably denied, delayed or refused. If the Owner does not approve the first two replacement or subsequent Managers, then the Owner shall have the option to choose the replacement Manager.
- c. If the Manager receives any tax incentives and/or credits from Cook County or State, prior to the expiration of the Abatement Agreements or throughout the life of this agreement then any such credit will be applied as a credit towards the abatement obligations of the Schools Districts first, then to any amounts owed by the Owner so that the total amount received equals seven

hundred fifty thousand dollars (\$750,000) annually. In the event the tax incentive is received after the expiration of the Abatement the full credit shall apply to the Village's obligation to rebate the Hotel Operator's Occupancy Tax.

- g. Section 7 of the Contract is hereby amended and restated in its entirety as follows:

"7. Manager's Control.

Except as otherwise provided herein, Manager shall have uninterrupted and exclusive control of the operation of the Convention Center. Accordingly, Manager shall solely determine rental rates, charges for other Convention Center services, appropriate uses of the Convention Center, policies relating to credit and all phases of publicity and promotion. Manager shall operate the Convention Center in accordance with its written Policy entitled Security and Traffic Management Policy, which is attached hereto as Exhibit F.

Manager agrees to allow not less than ten (10) events, to be designated by Owner, for local or regional expositions or governmental seminars at a best rate, if space is available. Manager agrees to provide Owner with rental free use of meeting and/or event space for any meetings or events held by the Village of Tinley Park.

- h. The second and third sentence of Section 9 of the Contract is hereby amended and restated in its entirety as follows:

"The job description for this position is attached hereto as Exhibit G. The minimum qualifications for this position are attached hereto as Exhibit H."

- i. Subsections (iii) through (v) of Section 13 of the Contract is hereby amended by deleting said subsections in their entirety.

- j. Section 17 of the Contract is hereby amended with the following names and addresses:

"OWNER: Village Manager
Tinley Park Village Hall
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to: Peterson, Johnson & Murray
200 W. Adams St., Suite 212
Chicago, Illinois 60606
Attn: Patrick G. Connelly

MANAGER: The Harp Group, Inc.

With a copy to: Shapiro & Associates Law

601 Oakmont Lane, Suite 420
Westmont, Illinois 60532
Attn: Peter G. Dumon

618 Academy Drive, Suite B
Northbrook, Illinois 60062
Attn: Daniel C. Shapiro"

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by Adobe PDF format, facsimile or by electronic transmission of a scanned page shall be effective as delivery of a manually executed counterpart to this Amendment.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the Laws of the State of Illinois, Cook County. Each Party to this Amendment agrees that any action or proceeding arising out of or relating to this Amendment may be instituted in the courts of Cook County, Illinois, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the nonexclusive jurisdiction of such courts in any such action or proceeding, agrees to be bound by any judgment of such courts and agrees not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction.

4. Execution Warranty. Each individual signing this Amendment warrants that such execution has been duly authorized by the Party for which such individual is signing, that the execution and performance of this Amendment by such Party has been duly authorized by all applicable laws and regulations and all necessary corporate action, if any, and that this Amendment constitutes the valid and enforceable obligation of such Party in accordance with the terms of the Asset Management Agreement and this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Convention Center Management Contract to be executed and delivered as of the day and year first above written.

OWNER:

VILLAGE OF TINLEY PARK

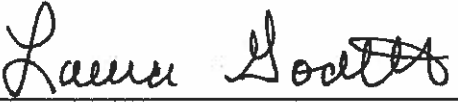
By:  Village President

MANAGER:

THE HARP GROUP, INC., an Illinois corporation

By: 

ATTEST:

By:  Deputy Village Clerk

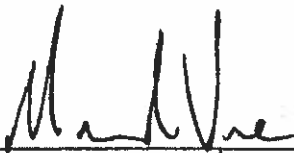
By: 
Michael J. Scott
SVP & President

EXHIBIT A

**To the First Amendment to
Convention Center Management
Contract**

CONVENTION CENTER MANAGEMENT CONTRACT

CONVENTION CENTER MANAGEMENT CONTRACT ("this Contract") made and entered into as of this 2nd day of December 2008, by and between **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (hereinafter referred to as "Owner" and/or the "Village") and **TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C.**, an Illinois limited liability corporation ("Manager").

WHEREAS, Manager is engaged in the business of managing, marketing and operating hotels and convention centers; and

WHEREAS, Owner has constructed an approximately 64,000 square foot conference and convention center in Tinley Park, Illinois, on an approximately 12.4 acre parcel of real estate legally described on **EXHIBIT A** attached hereto and made a part hereof (said parcel of real estate and the improvements thereon shall hereinafter be referred to as the "Property"). The Property and building and all fixtures, furniture and equipment located therein, and the contemplated addition to the existing Convention Center, including all fixtures, furniture and equipment installed therein, together with the contemplated additional surface parking, are collectively referred to as the "Convention Center"; and

WHEREAS, Owner intends to construct an addition to the Convention Center and additional surface parking as set forth in the Development Agreement; and

WHEREAS, Owner has utilized the services of Manager in the management, marketing and operation of the existing Convention Center and wishes to continue to do

so with respect to the both the existing Convention Center and the proposed addition thereto; and

WHEREAS, the Owner wishes to engage Manager in connection with the management, marketing and operation of the Convention Center and the Manager desires to render such services, all upon the terms and conditions hereinafter set forth and in that certain separate agreement between the parties entitled "Hotel Addition Development Agreement - I-80 and Harlem Avenue" (the "Development Agreement"); and

WHEREAS, the Owner and the Manager are parties to an existing Convention Center Management Contract, which they wish through this Contract to continue and extend to include both the existing Convention Center and the addition to the Convention Center, including the additional surface parking, and this Contract is intended to replace the existing agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. **Term of Contract.** The term of this Contract shall commence on the date hereof and shall expire at midnight on the twentieth (20th) anniversary of the completion of the addition to the Convention Center, unless sooner terminated as herein provided. The completion of the addition to the Convention Center shall be deemed to have occurred on the first business day immediately following the issuance of the Occupancy Permit by the Building Department of the Village of Tinley Park for the addition (the "Completion Date"). Notwithstanding the first sentence of this Paragraph, this Contract shall be automatically renewed after the expiration of the initial twenty year

term for successive one (1) year terms each, unless either party gives written notice of termination to the other not less than one hundred twenty (120) days prior to the end of the then current term, which shall be effective at the end of the then current term.

2. Construction of Addition to Convention Center and Additional Surface Parking. Owner agrees that construction of the addition to the Convention Center building and ancillary facilities and the additional surface parking will be in accordance with all Legal Requirements (as defined in Section 8 hereof). Owner further agrees that the furniture, fixtures and equipment to be provided for the addition by Owner shall be "first class" similar to the furniture, fixtures and equipment found in the existing Convention Center.

3. Grant to Manager. Except as specifically set forth in this Contract, Owner hereby grants to Manager the sole and exclusive right to supervise and direct the management and operation of the Convention Center and Manager hereby accepts such grant and agrees that it will supervise and direct the management and operation of the Convention Center pursuant to the terms and conditions of this Contract and the Development Agreement. Owner will provide marketing assistance to Manager. Manager shall have the right to determine operating policy, standards of operation, quality of service and any other matters affecting the management and operation of the Convention Center; provided, however, Manager shall operate the Convention Center in a "first-class" manner similar to the manner in which other municipally owned convention centers of similar size are operated. Owner acknowledges that Manager has managed the Convention Center to date in accordance with the terms of this Contract and in a "first-class" manner and Manager agrees that it shall continue to do so. If Manager is not

maintaining and operating the Convention Center in accordance with the terms of this Contract and the Development Agreement, the Owner shall have the right to impose such reasonable obligations as may be necessary for the Convention Center and its operation to meet such standards.

4. Subsequent Costs and Expenses. Manager shall be responsible for all maintenance of the additional surface parking to be constructed by the Village pursuant to the Development Agreement. Said additional surface parking shall be open public parking. After the Completion Date, in conjunction with the Development Agreement, Manager shall be responsible for all costs and expenses incurred in connection with the Convention Center, including the additional surface parking, including, but not limited to, maintenance, repair, replacements, operating costs, supplies, utilities (including all water, electricity, gas, garbage removal, heat, telephone, cable television, hot water, and other consumable services supplied to or in respect of the Convention Center) and all other costs in connection with the operation and use of the Convention Center, which includes advertising on a regional or a national level for full utilization of this Convention Center, and in keeping the same in the condition required by this Contract and the Development Agreement. Such work shall include, but not be limited to, repairs, replacement and maintenance of the roof, and non-structural aspects of the Convention Center, heating and air conditioning equipment, sidewalks, all utility lines and services, boiler, sprinkler systems, parking area (including repaving when needed), elevators, interior walls, plumbing and electrical systems, drains, doors, windows, plate glass and glass, outside walls, lawn and landscaping. Manager shall also at its expense be responsible for all cleaning, painting, decorating, carpentry work and all janitorial services with respect to

the Convention Center and its site, including the additional surface parking, and be responsible for snow and ice removal (except from public roads), grass mowing, and maintenance of trees and other landscaping. The Manager will not be responsible for work covered by builder guarantees and manufacturer warranties. The builder and/or developer working for the Village on the construction of the addition and the additional surface parking will minimally guarantee all items for one (1) year. All maintenance expenses associated with the additional surface parking shall be the responsibility of the Manager. Manager will either seek reimbursement for maintenance expenses from the tenants and/or owners of the property adjacent to the additional surface parking, or pay its proportional share of the maintenance expenses to said owners or tenants, pursuant to a cost sharing arrangement between the Owner and the adjacent property owner(s). The parties acknowledge that it is their intention that Owner have no responsibility nor liability for any costs in connection with the Convention Center and that the Owner have no responsibility nor liability for any costs in connection with the addition to the Convention Center or the additional surface parking after the Completion Date and the expiration of any builder guarantees or manufacturer warranties. Notwithstanding the foregoing, because the Convention Center is owned by a municipal corporation, the Convention Center should be excluded from real estate tax rolls and no real estate taxes should be assessed against the Convention Center. In the event that due to a change in the Illinois Statutes or otherwise, real estate taxes should be assessed against the Convention Center, Owner shall be responsible for the payment of same.

5. Compensation. Manager shall be entitled to such compensation and revenue as provided for in the Development Agreement and this Contract. Owner and

Manager recognize the mutual marketing of the Convention Center may result in additional monies from other sources.

6. Operational Standards. The Manager agrees to operate the Convention Center in accordance with the provisions of this Contract and the Development Agreement, and in a first-class manner consistent with the manner in which other municipally owned convention centers of similar size are operated. This includes having a full-time staff which markets the Convention Center. Manager shall accord to Owner the right to enter upon any part of the Convention Center for purposes of examining or inspecting same. Such examination and inspections shall be done with as little disturbance to the operation of the Convention Center as possible. The Village may require, not more than four (4) times per year, the Manager's President, Vice President and Director of Convention Services to provide presentations to the Village on the operations of the Convention Center, including without limitation such issues as the number and types of events occurring, categories of participants in said events, future plans, customer survey results, anticipated capital improvements, and other items relating to the management and operations of the Convention Center.

7. Manager's Control. Except as otherwise provided herein and/or in the Development Agreement, Manager shall have uninterrupted control in the operation of the Convention Center. Accordingly, Manager shall determine rental rates, charges for other Convention Center services, appropriate uses of the Convention Center, policies relating to credit and all phases of publicity and promotion. The additional surface parking shall be open public parking. There shall be no overnight parking allowed, except for guests of the Hotel and patrons of the Convention Center. Manager shall

operate the Convention Center in accordance with its written Policy entitled Security and Traffic Management Policy, which is attached hereto as Exhibit B. Manager agrees to allow not less than ten (10) events, to be designated by Owner, for local or regional expositions or governmental seminars at a preferred rate, if space is available.

8. Permits and Compliance with Legal Requirements. During the term of this Contract, Manager shall obtain and keep in full force and effect, with the assistance of Owner as required, all necessary registrations, licenses and permits, including, without limitation, such occupational, sign and other licenses, as may be required for the operation of the Convention Center. Throughout the Term, Manager shall comply with all applicable requirements under all laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction over the Property and the provisions of this Contract and the Development Agreement (the "Legal Requirements"). In the event any subsequent alterations, additions or improvements, structural or non-structural, shall be required in order that the Convention Center, the addition thereto, and the additional surface parking be in compliance with applicable Legal Requirements and this Contract and the Development Agreement, the same shall be the responsibility of and shall be performed at the expense of Manager; provided, however, for any defects discovered or occurring within one (1) year after the Completion Date of the addition to the Convention Center that are the result of poor workmanship of Owner's contractor in building the addition to the Convention Center or any product defects in the addition, and are covered by any applicable warranty from such contractor or any of such contractor's subcontractors or any manufacturer, the Village will cause such defects to be corrected at

no expense to Manager. Manager shall defend any actions, suits or other proceedings alleging non-compliance with any Legal Requirements. Manager may contest, by appropriate legal proceedings conducted in good faith, in the name of Manager or Owner, or both, the validity of or application of any Legal Requirements (other than those of Owner or as required in this Contract and the Development Agreement). Owner shall execute and deliver any appropriate documents which may be necessary or proper to permit Manager to prosecute such contest.

9. Personnel. The Manager will hire, supervise, direct, promote, discharge and determine the compensation of all persons and entities employed by the Manager in connection with the operation of the Convention Center. Except as set forth below, the Manager is to be the sole judge of the fitness and qualifications of all such persons and entities and is vested with absolute discretion in hiring, supervising, and directing same. In no event shall any of such employees be considered to be employees of Owner. Manager shall have the obligation to maintain sufficient qualified staff at all times to operate the Convention Center in a first-class manner and in accordance with the terms of this Contract and the Development Agreement.

Notwithstanding anything to the contrary contained in this Contract or in the Development Agreement, Manager shall at all times during the term of this Contract employ a full time Director of Convention Services (the "Director") in accordance with this paragraph 9. The job description for this position is attached hereto as Exhibit C. The minimum qualifications for this position are attached hereto as Exhibit D. The job description and minimum qualifications may not be changed without the consent of the Village. The Director shall report directly to the Manager's Vice President of Operations

and shall have primary day-to-day responsibility for the management and operation of the Convention Center. The Director's compensation, benefits, and other terms and conditions of employment shall be sufficient to attract and retain a qualified and experienced Director. Upon request of the Village, the Manager shall provide sufficient documentation to establish that the Director is being compensated at a competitive market rate.

For the initial appointment of the Director, the Village shall, at its expense, utilize the services of an executive search firm to obtain suitable qualified candidates. The Village shall have the right to screen and select candidates for the Director position, and shall submit not less than three (3) acceptable candidates to the Manager, who shall select the Director from among the candidates submitted by the Village. If an entire list of candidates is unacceptable to the Manager, based on reasonable and definable criteria, the Manager may reject the entire list, in which event the Village will provide a new list pursuant to the procedures in this paragraph 9. The Manager shall have the right to submit individuals for consideration, including without limitation current employees of the Manager. The Manager shall have the right to remove any individual from the list of candidates submitted by the Village based on past employment experience with the individual. The Director shall at all times be an employee of Manager and not of the Village. In the event that the Director leaves the employment of the Manager, the same process shall be used to find and select a successor Director. The Manager shall have the right to terminate the Director, or require his or her resignation, but in the event of any such termination or required resignation the Manager shall be responsible for the costs of finding and hiring the successor Director, unless such costs are covered by a warranty

which may be provided by the executive search firm utilized by the Village for obtaining the list of qualified candidates. If the Director leaves the Manager's employ for any reason other than termination by the Manager or required resignation (defined as a resignation in lieu of termination), the Village shall pay the costs of the executive search firm used for finding and hiring the replacement.

The Manager shall hire a Director pursuant to the above procedure no later than ninety (90) days prior to the opening of the expanded Convention Center. The Manager shall hire a successor Director, in the event the position is for any reason vacated, within sixty (60) days of any such vacancy, which time period may be extended by the Village in its discretion provided that reasonable steps are underway to hire the replacement.

10. Village Office of Tourism. Five Hundred (500) square feet of office space shall be reserved in the addition to the Convention Center for the Village to use as an office of tourism. The Village may, but is not required to, open an office in this space to promote tourism in Tinley Park and to promote the use of the Convention Center. The space may be used by the Manager for any other purpose until such time as the Village decides and notifies the Manager that it wishes to open the office of tourism. The Village shall not be required to pay any rent for this space, but will, however pay a reasonable fee for common area maintenance based on the square footage of the office space provided.

11. Accounting and Fiscal Periods. Manager shall maintain books and records reflecting the Convention Center's operation which shall be available for visual inspection only by the Village Manager or Treasurer of the Village of Tinley Park, during normal business hours, at the Hotel or Convention Center, on ten (10) days prior written notice. Such records represent the confidential and proprietary information of Manager

and shall not be disclosed to the general public by said Village Manager or Treasurer except as otherwise required by law. Further provided, however, the Village Manager and/or Village Treasurer may disclose such information to the Corporate Authorities of the Village and such other officers of the Village on a need-to-know basis. In addition, Manager agrees to provide to Owner an annual report in a format to be mutually agreed on by both parties.

12. Insurance Coverage. Manager shall maintain a program for insurance coverage with respect to the Convention Center for the mutual benefit of Owner and Manager. Such insurance program shall set forth the types and amounts of coverage, which shall include, without limitation, comprehensive general liability insurance, fire and extended coverage insurance (at replacement value if available at reasonable cost), workers' compensation insurance, and other insurance customarily and usually procured in the operation of municipally owned convention centers, or required by any mortgagee of the Convention Center. It shall be the Manager's duty to procure and maintain such insurance; however, at the request of the Manager, the Owner shall assist the Manager in procuring and maintaining such insurance. All such insurance shall be effected by policies issued by insurance companies of good reputation and sound financial responsibility with a Best's insurance rating of A,8 or better. Upon procurement of such insurance, certificates of insurance evidencing such insurance shall be promptly delivered to Owner, and original policies, when issued, will be held by Manager. Owner, Manager and any mortgage lender shall be named as insureds on all appropriate policies. All insurance policies shall be endorsed specifically to the effect that the proceeds shall be made payable to the Manager to be used to the extent available to rebuild the Convention

Center. All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed or non-renewed without at least thirty (30) day's prior written notice to the Owner and the Manager. The minimum amount of coverage for the comprehensive general liability insurance shall be \$10,000,000.00, for the fire and extended coverage insurance shall be equal to the value of the Convention Center, and the contemplated addition thereto, and the workers' compensation insurance at the statutory minimums, and other insurance in such amounts as the Owner and Manager shall agree, including without limitation the amounts agreed to in the Development Agreement. Moreover, the parties shall meet and review the adequacy of the insurance coverages and limits at least once every five (5) years to determine whether any additional or increased coverages are warranted. The Manager shall procure and provide Owner with Certificates of Insurance providing for the above coverages and other provisions. At the time of any renewal of any policy or certificate of insurance as above provided, Manager shall, not less than ten (10) days prior to the expiration of such policy, deposit with Owner a Certificate of Insurance indicating the policy has been renewed, together with proof of payment of premiums on the renewal of such policy. If Manager shall fail to obtain or maintain any required insurance, Owner may, but need not, obtain such insurance and perform any act required of Manager, without releasing Manager from any responsibility. Any amounts paid, together with costs, expenses and reasonable attorneys' fees, shall be reimbursed to Owner and shall bear interest from the date of Owner's payment at the rate of ten percent (10%) per year until paid.

13. Events of Default. The following shall constitute Events of Default hereunder if not cured within any applicable cure period:

- (i) The failure of either party (the "defaulting party") to pay to the other party (the "non-defaulting party") any such sum which may become due hereunder within thirty (30) days after the due date thereof; or
- (ii) The failure of either party (the "defaulting party") to perform, keep or fulfill any of the material terms, covenants, undertakings, obligations or conditions set forth in this Contract or the Development Agreement other than those referred to in the foregoing paragraph, and the continuance of such failure for a period of thirty (30) days after notice to the defaulting party from the other party (the "non-defaulting party") specifying such failure, or, in the event such failure is of such a nature that it cannot, with due diligence and in good faith, be cured within thirty (30) days, the failure of the defaulting party to commence to cure the same within such thirty (30) day period and thereafter to prosecute the curing of such failure with due diligence and in good faith (it being intended that, in connection with a failure not susceptible of being cured with diligence and in good faith within thirty (30) days, the time allowed the defaulting party within which to cure the same shall be extended for such period as may be necessary for the curing thereof with due diligence and in good faith); or
- (iii) Any event which would constitute an event of default under the Development Agreement; or

- (iv) The failure of Owner to complete construction of the addition to the Convention Center within the time frames set forth in the Development Agreement, which period may be extended by mutual agreement of the parties; or
- (v) Any representation or warranty of either party hereunder is not true when made and such condition is not corrected within thirty (30) days following written notice to either party; or
- (vi) the Convention Center is added to the tax rolls of Cook County and real estate taxes are imposed on the Convention Center but only if Owner does not accept responsibility to pay same; or
- (vii) The Manager shall: (i) become insolvent; or (ii) be unable, or admit in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court for the appointment of a receiver for any asset; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Manager and such appointment shall not be discharged within sixty (60) days after his appointment or the Manager has not

bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Manager and remains undismissed for a period of sixty (60) consecutive days, unless the same has been bonded; or (x) material monetary default under the terms of any loan agreement which relates to the project in any way which is not cured or waived.

Upon occurrence of an Event of Default, the non-defaulting party may give to the defaulting party notice of intention to terminate the Term after the expiration of a period of thirty (30) days from the date of such notice and, upon the expiration of such period, the Term shall expire unless such Event of Default has been cured. Such termination shall be without prejudice to any right to damages or any other legal remedy which the non-defaulting party may have against the defaulting party under applicable law.

14. Indemnification. The Manager shall indemnify and hold harmless the Owner from all liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) which may be occasioned by Manager's breach of any term of this Contract, the Development Agreement, or the misconduct, negligence, fraud, embezzlement or breach of trust of or by Manager or any of its officers, directors, shareholders, agents or employees. Manager shall also indemnify and hold harmless Owner from all liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees or expenses) which arise, directly or indirectly, from Manager's performance or non-performance of its obligations hereunder. In case of any action, suit or proceeding brought against the Owner arising from or relating to any of the foregoing, the Owner will notify the Manager of such action, suit or proceeding and the Manager may, and upon the Owner's request will, at the Manager's expense, defend such action,

suit or proceeding, or cause the same to be defended by counsel designated by the Manager.

It is expressly agreed by the parties that the foregoing provisions of this Section 14 and all other indemnifications contained in this Contract shall survive the termination of this Contract.

15. Survival. All representations, warranties, agreements, obligations and indemnities of the parties hereto arising prior to the termination of this Contract or resulting from the termination hereof shall survive the termination of this Contract.

16. Damage or Destruction by Casualty. If the Convention Center or any part of the improvements thereof shall be damaged by fire or other casualty, Manager shall be required to reconstruct or repair the Convention Center to the same condition as it was just before such damage out of the proceeds of the insurance required hereunder.

17. Notices. All notices or other communications provided for in this Contract shall be in writing and shall be personally delivered or sent by reputable private commercial courier service or sent by United States registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses, until such time as written notice, as provided herein, of a change of address with a new address to be used thereafter is delivered to the other party:

OWNER: Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

with a copy to: Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barnicle, Esq.
Thomas M. Melody, Esq.

MANAGER: Mrs. Reva K. Stillman, President
Mr. Alan D. Rosenzweig, Vice President
Tinley Park Hotel and Convention Center, L.L.C.
18501 South Harlem Avenue
Suite 100
Tinley Park, Illinois 60477

With a copy to: Mr. Stephen L. Golan
Golan and Christie, LLP
Three First National Plaza
15th Floor
Chicago, Illinois 60602

Any such notice personally delivered or delivered by courier service shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made. Any such notice sent by certified or registered mail shall be deemed to be given, delivered or made two (2) business days after deposit thereof in the United States mail.

18. Relationship of Parties. Nothing in this Contract shall be deemed to create any joint venture or partnership between the parties. Neither the Owner nor the Manager shall have the power to bind or obligate the other, except as and to the extent expressly set forth in this Contract.

19. Mechanics' Liens. Manager shall not suffer or permit any mechanic's lien to be filed against the Convention Center site, or any part thereof, by reason of work, labor, services or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Convention Center site, or any

part thereof, Manager shall cause the lien to be discharged of record within ninety (90) days after the date of filing; provided, however, Manager shall not be required to discharge the lien so long as Manager shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Convention Center site, or any part thereof or interest therein to satisfy the same; and, if Manager shall fail to discharge the lien within such period, then in addition to any other right or remedy of Owner, Owner may, but shall not be obligated to, discharge the same by paying the amount claimed to be due after inquiry into its validity. Any amount paid by Owner in procuring the discharge of such lien and all necessary disbursements in connection therewith, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be repaid by Manager on demand and if unpaid, may be deducted from any amounts due from Owner to Manager. Liens filed for work performed on the addition to the Convention Center or the additional surface parking before Manager takes possession of the addition shall be the responsibility of Owner.

20. No Third Party Beneficiaries. This Contract is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

21. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, permitted successors or permitted assigns (which permission shall not be unreasonably withheld), except as hereinbefore limited. Manager shall adopt and implement a corporate succession plan and a strategic plan which shall

be available for visual inspection only by the Village upon request. Said succession plan and strategic plan shall ensure that the Manager shall, for the life of this Contract, maintain sufficient management and ownership personnel so that the Convention Center operations continue to function in a first class manner in the event of any corporate succession issues, and shall require that at all times during the life of this Contract the Manager employs a Director of Convention Services as set forth in paragraph 9 above. Manager reserves the right to amend or modify its corporate succession plan to reflect changes in family roles, relationships and ownership, and to amend or modify its strategic plan to reflect changes in the marketing direction and operations of the Convention Center, provided that at all times the succession plan and strategic plan meet the requirements of this paragraph.

22. Formalities. Any change to or modification of this Contract must be in writing signed by both parties hereto. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Captions for each section of this Contract are intended for convenience only and shall not be deemed to construe or limit in any manner whatsoever this Contract.

23. Entire Contract. This Contract contains the entire agreement and understanding between the parties in respect of the subject matter hereof and supersedes any prior written or oral understandings and agreements between the parties regarding the subject matter of this Contract. The parties agree that the existing Convention Center Management Contract is hereby terminated.

24. No Waiver or Relinquishment of Right to Enforce Contract. Failure of any party to this Contract to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

25. Village Approval or Direction. Where Village approval or direction is required by this Contract, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Contract, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Contract.

26. Singular and Plural. Wherever appropriate in this Contract, the singular shall include the plural, and the plural shall include the singular.

27. Authorization to Execute. The members and managers of Manager executing this Contract warrant that they have been lawfully authorized to execute this Contract on behalf of said Manager and are lawfully authorized to execute this Contract on their own behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Contract. The Manager and the Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to

legally evidence the authority to so execute this Contract on behalf of the respective entities.

28. Counterparts. This Contract may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

29. Curing Default. The parties to this Contract reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time, and subject to delay, for Acts of God, inclement weather, casualty loss, industrial or civil strife, war or other events of force majeure.

30. Severability. If any provision of this Contract is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Contract.

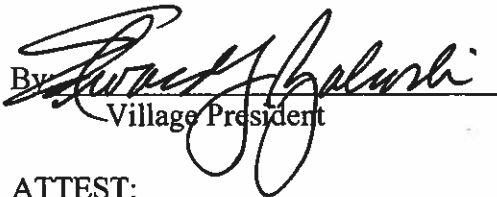
31. Definition of Village. When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

32. Execution of Contract. This Contract shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Contract on page 1 hereof which date shall be the effective date of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Convention Center Management Contract to be executed and delivered as of the day and year first above written.

OWNER:

VILLAGE OF TINLEY PARK

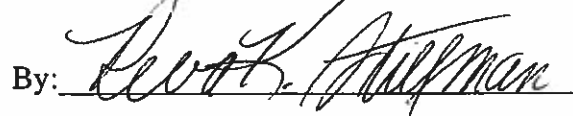
By: 
Village President

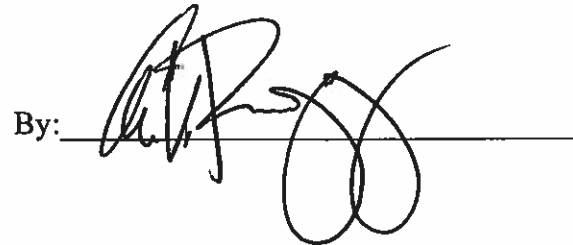
ATTEST:

By: 
Village Clerk

MANAGER:

TINLEY PARK HOTEL AND
CONVENTION CENTER, L.L.C., an
Illinois limited liability corporation

By: 

By: 

ACKNOWLEDGMENTS

STATE OF ILLINOIS)

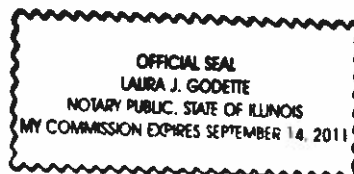
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 3rd of December 2008.

Commission expires 9-14, 2011.

Laura J. Godette
Notary Public



STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Reva Stillman and, Alan Rosenzweig, respectively, Manager/Member and Member of TINLEY PARK HOTEL AND CONVENTION CENTER, L.L.C., an Illinois limited liability company, individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Manager and Member respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth;

GIVEN under my hand and Notary Seal this 17th date of December, 2008.

Commission expires Sept. 14 2011. Laura J. Hovda
Notary Public

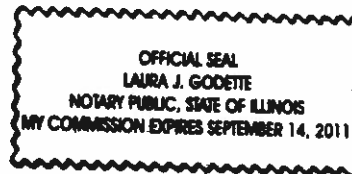


EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A - CONVENTION CENTER PROPERTY

That part of Lot 2 in Maudes Subdivision, being a subdivision as recorded per Document No. 04087193, in the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, bounded and described as follows: COMMENCING at the Northwest corner of said Lot 2; thence South $04^{\circ}01'56''$ East 514.58 feet along the Westerly line of said Lot 2, to a point that is 125.00 feet East of the West line of said Northwest $\frac{1}{4}$ as measured at right angles; thence South $03^{\circ}58'34''$ East 39.14 feet along the Westerly line of said Lot 2, to the POINT OF BEGINNING; thence North $88^{\circ}52'50''$ East 855.85 feet along a line that is parallel with the North line of said Northwest $\frac{1}{4}$; thence South $60^{\circ}49'48''$ East 113.31 feet; thence South $29^{\circ}10'12''$ West 68.40 feet, to a point of curve; thence Southerly 46.96 feet along said curve being the arc of a circle of 60.00 feet radius convex Westerly, having a chord bearing of South $06^{\circ}44'51''$ West, to a point of reverse curve; thence Southerly 104.52 feet along said reverse curve, being the arc of a circle of 134.00 feet radius convex Easterly, having a chord bearing of South $06^{\circ}40'19''$ West, to a point of tangency; thence South $29^{\circ}01'00''$ West 276.44 feet, to a point of curve; thence Southeasterly 94.23 feet along said curve being the arc of a circle of 60.00 feet radius convex Westerly, having a chord bearing of South $15^{\circ}58'21''$ East, to a point of tangency; thence South $60^{\circ}57'45''$ East 73.64 feet; thence South $03^{\circ}48'46''$ East 161.20 feet; thence South $01^{\circ}30'59''$ West 163.50 feet, to a point of curve; thence Westerly 83.81 feet along said curve, being the arc of a circle of 45.00 feet radius convex Southeasterly, having a chord bearing of South $54^{\circ}52'10''$ West, to a point of tangency; thence North $71^{\circ}46'39''$ West 94.61 feet, to a point of curve; thence Southwesterly 37.76 feet along said curve, being the arc of a circle of 33.00 feet radius convex Northerly, having a chord bearing of South $75^{\circ}26'24''$ West, to a point of tangency; thence South $42^{\circ}39'27''$ West 21.41 feet, to a point of curve; thence Westerly 49.09 feet along said curve, being the arc of a circle of 45.00 feet radius convex Southerly, having a chord bearing of South $73^{\circ}54'40''$ West, to a point of tangency; thence North $74^{\circ}50'08''$ West 65.43 feet; thence South $82^{\circ}07'57''$ West 126.06 feet; thence South $40^{\circ}59'24''$ West 27.71 feet, to the Westerly line of Lot 2 in said Maudes Subdivision; thence North $47^{\circ}41'09''$ West 355.32 feet along the Westerly line of said Lot 2, to a point on a curve, being the Westerly line of said Lot 2; thence Northerly 299.69 feet along said curve, being the arc of a circle of 425.00 feet radius convex Southwesterly, having a chord bearing of North $23^{\circ}40'10''$ West; thence North $03^{\circ}58'34''$ West 492.12 feet along the West line of said Lot 2, to the herein designated POINT OF BEGINNING, in Cook County, Illinois.

(Excepting therefrom that part of the land falling in Exhibit B above.)

EXHIBIT B

SECURITY AND TRAFFIC MANAGEMENT POLICY

EXHIBIT B

SECURITY & TRAFFIC MANAGEMENT POLICY HOLIDAY INN SELECT & CONVENTION CENTER TINLEY PARK

It is the policy of the Tinley Park Hotel & Convention Center to make every effort to provide a safe and secure environment for our guest, visitors and employees.

Security

Contractual events held in the Convention Center are required to provide ample Security to ensure this policy is met. The need for Security personnel is determined on an individual basis in accordance to the attendance and/or noise level of the event taking place.

1. Security officers must be present at all times during the event.
2. The officers must be identified by means of a badge or the word Security on their uniform.
3. For events with attendance from 2,500 – 3,000, a total of four Security officers must be present. For events from 1,000 - 2,500, three officers are required. It will be decided on a discretionary basis if groups of a lesser size will need security coverage.
 - a. Two officers are to be stationed on both sides of the stage to ensure a clear pathway is kept at all times.
 - b. The third officer is to be stationed in back of the room to ensure all doors are kept clear.
 - c. The fourth officer is to be stationed to monitor the entrance through the pre-function glass doors.
4. Charges incurred for Security management are the responsibility of the client.

Traffic Management

For contractual events, where attendance may impede the flow of traffic entering and exiting the parking lot, traffic management is required.

1. For events with attendance of 1,000 or more, parking signs are placed in the parking lot to direct all attendees to the back lot.
2. Additionally, two to three employees are scheduled in the parking lots to assist in directing traffic and to make sure the outer drive is not blocked.
3. For these large events, the assistance of the Tinley Park Police Department is requested. Charges incurred for traffic management are the responsibility of the client.

Stipulations for the above are stated clearly in contractual agreements between Tinley Park Hotel & Convention Center and said client. Tinley Park Hotel & Convention Center approves the use of only licensed and bonded Security firms in its facility. The Tinley Park Police Department will be notified whenever an event is scheduled that may require additional police protection, traffic control or other services and information will be given to the client to contact the police department to arrange for services. Cost for any of the above mentioned services will be included in contractual agreements. Contracts are contingent upon the client accepting these conditions.

The sales department has been provided with this informational sheet for use in contract discussions.

EXHIBIT C

DIRECTOR OF CONVENTION SERVICES – JOB DESCRIPTION

EXHIBIT D

DIRECTOR OF CONVENTION SERVICES – MINIMUM QUALIFICATIONS

**HOLIDAY INN HOTEL & CONVENTION CENTER
TINLEY PARK, ILLINOIS
JOB DESCRIPTION – DIRECTOR OF CONVENTION SERVICES**

REPORTS TO: Vice-President of Operations

JOB SUMMARY: To manage all food, beverage and meeting activities at the Holiday Inn Hotel & Convention Center and to manage all personnel assigned to those functions including the following managers who will report directly to the Director of Convention Services:

- Convention Service Managers
- Banquet Managers
- Executive Chef
- Manager; Banana's Bar & Grille

To assure that all Hotel policies and procedures are followed and to assure customer Satisfaction.

MIN. JOB QUALIFICATIONS: Must have at least five (5) years experience in Hotel Food & Beverage management with a facility having a minimum of 10,000 SF of meeting space. Must be fluent in English and have excellent written and oral communication skills.

RESPONSIBILITIES / DUTIES

1. Maintain strong client relations and ensure that convention specifications are communicated and executed for a successful meeting experience.
2. Participate in pre and post convention meeting with clients and respective departments.
3. Coordinate all logistics for meeting rooms including room set-up, food beverage and audio-visual equipment.
4. Communicate with Sales, Front Office and Kitchen in order to coordinate and monitor special convention needs.
5. Review Department personnel's work to ensure accuracy.
6. Responsible for all interviewing and hiring of new employees.
7. Reviews, edits and approves weekly department payroll reports and submits them to Human Resources.
8. Coach and counsel department employees on their performances. This includes giving disciplinary actions when warranted, up to and including employment termination.
9. Holds performance review meetings with department employees and approves merit raises when warranted.
10. Ensure that all events are properly staffed.
11. Maintain inventory of Banquet materials including silverware, linens and dishes.
12. Develop a strong Banquet service team
13. Oversee the set-up of all functions in accordance with the standard regulations.
14. Create an environment that makes people feel supported and properly developed in their career.
15. Management, coordinate and execute group assignments turned over by the Sales Department.

16. Effectively communicate to all hotel departments the information necessary to successfully execute the group's needs while maintaining a good client relationship.
17. Establish and maintain high standards in food service by implementing policies and procedures with ongoing review and improvements in these standards in order to provide the best possible guest service.
18. Ensure that all standards and policies are adhered to by staff and to train all new staff on proper procedures.
19. Inspects and tastes prepared food to ensure quality ingredients, good presentations and recipes meet standards.
20. Achieves budgeted revenues, controls cost (which includes labor, food, maintenance, etc.) and maximizes profitability related to the facility operations. Ensures proper procedures for handling of financial transactions and credit control.
21. Proactively manage all aspects of financial measurement and operations; including budget preparation, food and labor cost control and inventory control.
22. Develop short term and long term operational and financial plans to ensure excellent customer service and outstanding product standards.
23. Work closely in the development of new menus and the establishment of prices, continually reviewing costs, expenses, pricing and trends in the banquet and restaurant operations to maximize profitability. Maintain records of operations including labor costs and make periodic reports to the Vice President of Operations of all costs, making recommendations for improvements warranted.
24. Responsible for training and scheduling of subordinates so that service is consistent and profits are maximized.

EXHIBIT B

**To the First Amendment to
Convention Center Management
Contract**

**Please See Exhibit A of the
Convention Center Management
Contract Dated December 2, 2008**