

EXECUTION COPY

**McCORMICK PLACE COMPLEX
MARKETING, SALES AND SERVICES AGREEMENT**

This Marketing, Sales and Services Agreement (“Agreement”) effective January 1, 2021 (the “Effective Date”) by and between the **METROPOLITAN PIER AND EXPOSITION AUTHORITY**, an Illinois municipal corporation with its principal place of business at 330 East Cermak Road, Chicago, Illinois 60616 (“MPEA”) and **CHICAGO CONVENTION AND TOURISM BUREAU**, d/b/a Choose Chicago, an Illinois non-profit corporation with its principal place of business at 301 East Cermak Road, Chicago, Illinois 60616 (“CCTB” or “Choose Chicago”), sometimes collectively referred to as the “Parties”.

WHEREAS, MPEA owns and operates in the City of Chicago a multiple building complex commonly known as McCormick Place (“MP”) and related facilities on the McCormick Square Campus. MP and the related MPEA facilities are occasionally known as the “Collection at McCormick Square”; and

WHEREAS, effective July 1, 2011, pursuant to legislative mandate, MPEA entered into a management agreement with a third party (“MP Management”) to operate and manage McCormick Place, whose duties include (but are not limited to) event sales and operations; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to (70 ILCS 210/5.6); and

WHEREAS, CCTB has provided marketing and sales services to MPEA since 1980, consisting of direct customer sales presentations, development of sales and promotional literature used in such presentations and direct mail and telemarketing services for McCormick Place; and

WHEREAS, MPEA desires to enter into an agreement with CCTB whereby CCTB provides MPEA with marketing and sales services (“Services”) as described below; and

WHEREAS, on December 15, 2020, the governing Board of MPEA authorized execution of this Agreement by MPEA; and

WHEREAS, MPEA would like CCTB to provide Services and CCTB is prepared to provide Services to MPEA in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, MPEA and CCTB agree as follows:

SECTION 1. SCOPE OF SERVICES.

Choose Chicago is the official sales and marketing agency for the City of Chicago and a sales and marketing agent for McCormick Place, whose mission and duties include promoting, selling, branding, marketing, and servicing groups for McCormick Place. The Services provided by CCTB shall be consistent with MPEA’s mission to run a premier convention center and to attract trade

shows, conventions, meetings, expositions and public events to the City of Chicago, and in the process, strengthen the economy of the area.

- A. Annual Sales and Marketing Plan. (“Plan”)** By December 1st of each year CCTB will develop a plan for the next calendar year for review, input, and approval by MPEA. CCTB is responsible for implementing the Plan. The Plan will include CCTB’s strategic objectives and activities to achieve agreed upon sales production targets, including but not limited to identification of potential markets and strategic sales deployment. The Plan shall focus on conventions, conferences, tradeshow, corporate events and other events. The plan shall include CCTB’s strategy to confirm bookings for the upcoming four years and other determined pace deficits. The Plan shall also incorporate CCTB’s collection strategy for collaboration with partner hotels, including a plan for evaluation of need dates and strategies to address such need dates.
- B. Sales Deployment.** CCTB will deploy and guide CCTB sales personnel for all direct customer sales activities, including, but not limited to sales calls, lead referrals, and cross promotions to develop new business within market segments and consistent with timelines as agreed by the Parties. CCTB shall coordinate and collaborate with MP Management sales staff, MPEA’s partners at McCormick Square, the MPEA staff, and such other parties participating in marketing and sales efforts for MPEA.
- C. Marketing and Communication Services.** CCTB shall create and produce promotional and marketing literature, including graphic design and photography, advertise in a variety of publications and other media platforms, engage in public relations and press activities, develop collateral sales support materials, including, but not limited to, advertisements, direct mail, brochures, posters, and power point presentations. With respect to the marketing materials and services, CCTB shall collaborate with MPEA on representative imagery and the strategic direction of marketing campaigns.
- D. Convention Services.** CCTB will service all retention accounts listed on Exhibit A to this Agreement, which exhibit shall be updated annually during the Term (“Retention Accounts”) and submitted to the MPEA with the annual Plan. CCTB will work with these Retention Accounts to communicate appropriate coordination of city-wide housing, transportation and other destination services. CCTB will also coordinate with appropriate agencies for all ancillary city services, and coordinate site inspections and related client hosting services.
- E. Budget.** The Annual Sales and Marketing Plan must include a corresponding budget that identifies the scheduled activities, programs, and/or events that directly relate to the Services provided pursuant to this Agreement. CCTB shall also

provide a detailed organizational chart and staffing plan indicating the allocation for each employee.

- F. The Collection at McCormick Square.** CCTB shall work in good faith with MPEA to sell and market the Collection.

SECTION 2. TERM.

- A. Term of Agreement.** CCTB's Services for MPEA shall begin as of the Effective Date and shall end on December 31, 2021 ("Term"), unless sooner terminated pursuant to **Section 7** of this Agreement.
- B. Extension Option.** By mutual agreement of the Parties, the Term may be extended for an additional one year term.

SECTION 3. COMPENSATION AND REPORTING

- A. Base Fee.** MPEA will compensate CCTB in the amount of \$1,200,000 for calendar year 2021, payable in twelve monthly installments, as a base fee for the Services (the "Base Fee"). The Base Fee includes all benefits which would be incurred as a result of membership in CCTB and will provide a maximum of five MPEA employees and/or guests to attend any CCTB sponsored event at no fee and will invite MPEA's Director of Sales to participate in industry events related to the Services.
- B. Incentive Fee.** In addition to the Base Fee payable pursuant to **Section 3(A)** of this Agreement, CCTB may qualify for an additional payment of up to \$625,000 as a performance bonus ("Incentive Payment"). Qualification for the Incentive Payment is based on the factors further described below.

- 15% Weighting

Recovery - 2021 goal

Choose Chicago will confirm five (5)* citywide bookings into 2024 citywides at McCormick Place by 12/31/21 (as of 12/7/20, there are 25 citywides confirmed in 2024). This recovery goal was established to position McCormick Place for full recovery by the end of 2024 and work towards reaching the number of 2019 McCormick Place citywide events of 38.

*Five (5) year average.

- 40% Weighting

Convention Sales - 2021 goal

confirm 20 citywide conventions* at McCormick Place by 12/31/21

*A citywide convention is designated as 2,500 rooms on peak and above; no exhibit hall is required, but ballroom and meeting space must be at McCormick Place.

The MPEA has agreed that credit will now be applied to any meeting/event, even if the meeting was previously designated as a Legacy/Retention Account/Meeting.

- 15% Weighting

New Business Development - 2021 goal

From the previously referenced 20 citywide conventions, confirm 5 brand new meetings* at McCormick Place by 12/31/21.

*A citywide convention is designated as 2,500 rooms on peak and above; no exhibit hall is required, but ballroom and meeting space must be at McCormick Place.

These five new meetings must not have taken place in Chicago in the past 5+ years; and must be booked and actualize at McCormick Place in the next 36-48 months.

- 15% Weighting

Space Optimization - 2021 goal

Choose Chicago and ASM Global will establish a new framework and strategic plan in collaboration with MPEA for McCormick Place space optimization by 12/31/21 by analyzing the McCormick Place calendar Events over the next 5 years and by engaging in thoughtful and strategic client discussions on post-COVID space needs for meetings on the calendar in 2021, 2022 and beyond. The goal of this framework will be to open up new booking windows for exhibit halls, ballrooms and meeting space to secure additional bookings to bring incremental revenue to the campus.

- 15% Weighting

Marketing - 2021 goal

Successfully launch Healthy Meetings Chicago - Attendee Journey* Video to domestic media, social media influencers and meeting professionals that have confirmed meeting at McCormick Place in 2021 and 2022.

CCTB will submit its assessment of incentive performance, MPEA's Chief Executive Officer shall reasonably determine, by January 31st of the following year, whether CCTB is entitled to receive any Incentive Payment based on the criteria set forth in this **Section 3.B**.

Any Incentive Payment earned by CCTB shall be paid by MPEA annually, following December 31 of the calendar year during which the Services were performed. Unearned bonuses from any calendar year will not rollover to the next calendar year.

C. Reports. CCTB shall submit the following reports to MPEA:

1. Annual CCTB Budget, Staffing Plan, and Sales and Marketing Plan. For each calendar year during the term of this Agreement, CCTB will submit a copy of its proposed annual budget, staffing plan, and Annual Sales and Marketing Plan to MPEA no later than December 1st.

2. Quarterly Reports. CCTB shall submit a quarterly written report to the MPEA Sr. Director of Campus Sales detailing sales and marketing achievements, such as major events, promotions and bookings; the status of future sales and marketing activity; cost of Services; and such other information as may be reasonably requested by MPEA. Such reports must be submitted to MPEA by April 30, July 31, October 31 and January 31 of each year during the Term. After delivery and receipt of any Quarterly Report required under this **Section 3.C.2**, the Parties shall meet to review such report upon MPEA's request.

3. Monthly Reports. By the 15th of each month, CCTB shall provide monthly reports to the MPEA Director of Sales that provide information on all bookings for McCormick Place confirmed during the prior month.

SECTION 4. RECORDS AND REPORTS, AUDIT RIGHTS. CCTB shall keep reports, research, books, documents, paper, records and accounts ("Records") in connection with the Services open to audit, inspection, copying, abstracting and transcription and shall make these records available to MPEA for audit, inspection copying and abstracting upon reasonable notice. Upon expiration or termination of this Agreement or at any other time upon request by MPEA, CCTB shall produce all Records, including files, memoranda, notes, designs, data, reports, drawings, plans, software, software documentation, sketches, research notebooks and other documents (and all copies or reproductions of such materials) relating to Services provided MPEA. Such Records shall be available to and remain the sole property of MPEA.

A. Records Retention. CCTB must retain Records in a safe place and make them available for audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement. CCTB may at any earlier time deliver the records to MPEA with MPEA's consent.

B. Audit Rights. MPEA has the right to audit, at its sole expense, payments made to

or by CCTB under this Agreement within five (5) years after they occur. If MPEA determines any payments to CCTB exceeded the amount CCTB was entitled to under the terms of this Agreement, CCTB must reimburse MPEA for the excessive payments. CCTB must, at MPEA's option, either credit MPEA for the overpayment or pay MPEA the amount. CCTB has the right to challenge MPEA's determination in a court of competent jurisdiction. Notwithstanding the foregoing, CCTB shall not be liable for any excessive payments resulting from no fault of CCTB.

C. Cost Allocation. To the extent that CCTB conducts any business operations separate and apart from the Services required under this Agreement using, for example, equipment, supplies or facilities also used in connection with this Agreement, then CCTB must maintain and make similarly available to MPEA detailed Records supporting CCTB allocation to this Agreement of the costs and expenses attributable to any shared usages.

D. Form of Records. MPEA shall have the right to prescribe the form of the Records to be kept by CCTB and the frequency and format of the reports CCTB is to generate.

E. No Limitation on MPEA's Rights. No provision in this Agreement granting MPEA a right of access to Records is intended to impair, limit or affect any right of access to the Records that MPEA would have had in the absence of the provisions.

SECTION 5. REPRESENTATIONS AND WARRANTIES. CCTB represents and warrants that:

A. it is authorized to enter into this Agreement and perform Services pursuant to this Agreement;

B. all information it discloses to MPEA shall be received by MPEA without further obligation to CCTB other than as provided in this Agreement;

C. except as disclosed in writing to MPEA, CCTB is not bound by the terms of any agreement with any other party to refrain it from using or disclosing any trade secret or confidential or proprietary information, knowledge or data acquired by CCTB in confidence or in trust prior to the commencement of this Agreement, and it shall not disclose to MPEA or induce MPEA to use any confidential or proprietary information or material belonging to others;

D. if CCTB is aware of circumstances under which MPEA may not be free to use CCTB's information without liability of any kind, or that the use of which by MPEA would result in a possible infringement of another party's proprietary rights known to CCTB, then CCTB agrees to disclose such circumstances to MPEA and, upon disclosure of such circumstance(s), CCTB shall be under no obligation to disclose further related information to MPEA;

E. the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any intellectual property rights; and

F. to the best of its knowledge, no officer, agent or employee of MPEA is or shall be

employed by CCTB or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement.

SECTION 6. OBLIGATIONS.

A. Obligations of CCTB

1. CCTB agrees to make available CCTB's representative, who shall be mutually agreed upon by CCTB and MPEA, for monthly meetings to review the progress of all Services provided under this Agreement.
2. CCTB agrees that it will use its best efforts to elect a representative of MPEA to CCTB's Executive Committee and to each additional CCTB committee or task force other than those devoted exclusively to internal CCTB affairs; provided, however, that any election of a representative of MPEA shall comply with CCTB's By-Laws.
3. CCTB shall, at its own expense, promptly replace or regenerate any data CCTB has lost or damaged from MPEA's machine-readable supporting material or obtain, at CCTB's own expense, a new machine-readable copy of lost or damaged data from MPEA's data sources. MPEA shall perform daily backups of CCTB's data that is stored on MPEA network. For all information stored locally on personal computers or stored on CCTB's own equipment or storage media, CCTB shall be responsible for performing its own backups of data.

The expiration or early termination of this Agreement shall not relieve CCTB of its obligations regarding Confidential Information pursuant to **Section 9**.

CCTB agrees to perform, in addition to obligations provided elsewhere in this Agreement and continuing after the expiration of this Agreement, such steps as would otherwise be customarily required to wind up the relationship under the Agreement in as orderly a manner as possible. CCTB shall make good faith efforts to assure an orderly transition to another provider of Services, if any, and an orderly phasing out of its own operations in connection with the Services and an uninterrupted provision of Services during any transition period. CCTB must also comply with the reasonable requests and requirements of MPEA in connection with the expiration, including, without limitation, if required by MPEA, CCTB's provision to MPEA of information necessary to convert data for use with any other software and systems obtained by MPEA, together with such assistance as is reasonably necessary to integrate MPEA's data into an alternate software and system.

All reports and records required to be produced by CCTB pursuant to this Agreement shall be approved by and signed by CCTB's Chief Executive Officer.

MPEA is the owner of trademarks/service marks MCCORMICK PLACE®, McCormick Place and Design, LAKESIDE CENTER®, ARIE CROWN® Theater among numerous others (collectively the "MPEA Marks"). Subject to the terms and conditions of this Agreement, MPEA grants to CCTB a limited, non-exclusive, worldwide license to use and display MPEA Marks solely as necessary to perform CCTB's obligations under this Agreement.

CCTB agrees that the MPEA Marks will always be reproduced as shown on Exhibit B in their entirety with no alterations, obstructions or modifications except as approved in writing by MPEA. CCTB agrees to use the appropriate trademark symbol (either TM or ®) and, as space allows, to reference MPEA as the owner of the MPEA Marks by inclusion of the following language on materials developed pursuant to this Agreement:

   , **MCCORMICK PLACE®**, **MCCORMICK PLACE**
CHICAGO, **ARIE CROWN**
THEATER, and **LAKESIDE CENTER®** are
**registered trademarks/service marks of the Metropolitan
Pier and Exposition Authority and are used with
permission. All rights reserved.**

CCTB agrees that it will comply with any additional trademark usage guidelines that MPEA may communicate to CCTB from time to time. CCTB will provide MPEA with copies of any materials bearing any of MPEA Marks as requested by MPEA from time to time. MPEA retains the sole right to specific denial or authorization of any use of MPEA Marks, and CCTB agrees to remedy any deficiencies upon receipt of written notice from MPEA.

Other than the express licenses granted herein with respect to MPEA Marks, nothing herein will grant CCTB any other right, title or interest in MPEA Marks. All goodwill resulting from CCTB's use of MPEA Marks shall inure solely to MPEA. CCTB will not, at any time during or after this Agreement, register, attempt to register, claim any interest in, contest the use of, or otherwise adversely affect the validity of MPEA Marks (including without limitation, any act or assistance to an act, which may infringe or lead to the infringement of any such marks).

B. Obligations of MPEA

1. MPEA shall establish and/or approve all McCormick Place marketing goals and objectives in conjunction with CCTB; and MPEA shall control the actual commitment or licensing of exhibit space within McCormick Place and other MPEA facilities. MPEA's representative, however, will closely coordinate all booking arrangements with CCTB's senior management staff.
2. MPEA shall make available to CCTB, upon reasonable notice, computer programs, data and documentation required by CCTB to perform Services.
3. Receipts of the MPEA related to the Chicago Travel Industry Promotion Fund and the airport departure tax shall be applied in accordance with 70 ILCS 210/5(n) and 70 ILCS 210/13(f) respectively, subject to any amendments thereto.

SECTION 7. TERMINATION.

- A.** Either party may terminate this Agreement:
1. if the other party or its employees, contractors, or agents breach any material provision of this Agreement and the material breach is not remedied within thirty (30) days of the party's receipt of written notice of the breach; or
 2. if either party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, or becomes subject to direct control by a trustee or similar entity.
- B.** MPEA may terminate this Agreement at any time under the following circumstances:
1. Upon CCTB's inability to perform Services;
 2. if CCTB is convicted of a felony or engages in willful or gross misconduct that, in either case, results in material and demonstrable damage to the business or reputation of MPEA;
 3. if MPEA, in its reasonable judgment, determines that CCTB's Services are inadequate, unsatisfactory, or substantially nonconforming to the specifications, descriptions, warranties, or representations contained herein and the problem is not remedied within thirty (30) days of CCTB's receipt of written notice describing the problem;
 4. upon one hundred eighty (180) days written notice for its convenience.

SECTION 8. INTELLECTUAL PROPERTY. All services performed under this Agreement shall be considered "work for hire," with intellectual property rights, if any, belonging to MPEA. Any copyrightable work prepared in whole or in part by CCTB or its employees, contractors or agents provided pursuant to this Agreement shall be deemed a "work for hire under the United States Copyright Act, as set forth at 17 U.S.C. as amended, and shall belong exclusively to MPEA. MPEA shall own all CCTB's work product, developed, produced or delivered in whole or in part under this Agreement. CCTB hereby irrevocably assigns to MPEA all right, title and interest in and to all work product and documentation produced pursuant to this Agreement including, all applicable intellectual property rights thereto. If CCTB has any such rights that cannot be assigned to MPEA, CCTB waives the enforcement of such rights, and if CCTB has any rights that cannot be assigned or waived, CCTB hereby grants to MPEA an exclusive, irrevocable, perpetual, worldwide, fully paid license, with the right to sublicense such rights through multiple tiers. CCTB specifically intends the foregoing assignment of rights to MPEA include all uses, media and forms of exploitation, known or unknown, in perpetuity and throughout the universe.

SECTION 9. CONFIDENTIALITY.

A. Agreement Terms. This Agreement is subject to disclosure pursuant to the Illinois Freedom of Information Act, 5 ILCS 140 *et seq.*

B. Confidential Information.

1. Confidential Information shall mean information not generally known by non-MPEA personnel, used by MPEA and which is proprietary to MPEA or the disclosure of which would be detrimental to MPEA. Confidential Information includes, but is not limited to the following: (a) work product resulting from or related to Services; (b) computer software, including documentation; (c) internal personnel, financial, marketing and other business information and manner and method of conducting business; (d) strategic, operations and other business plans and forecasts; (e) confidential information provided by or regarding customers, vendors and other contractors; and (f) trade secret, processes, materials and formulae. During the Term, CCTB may obtain knowledge of Confidential Information belonging to, possessed or used by MPEA.

2. CCTB shall hold MPEA's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use MPEA's Confidential Information for any purpose other than solely as required and necessary to perform Services and its obligations under this Agreement, without the prior written consent of MPEA. Such restrictions shall not apply to Confidential Information which: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the CCTB; (b) becomes known to CCTB through disclosure by sources other than MPEA having the legal right to disclose such confidential Information; (c) has been independently developed by CCTB without reference to or use of the Confidential Information; or (d) is required to be disclosed by CCTB to comply with applicable laws or governmental regulations, provided that CCTB provides prior written notice of such disclosure to MPEA and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

3. CCTB agrees to secure and protect MPEA's Confidential Information and to take appropriate action, consistent with this **Section 9**, by instruction or agreement with its employees, agents or subcontractors that are permitted access to MPEA's Confidential Information in order for CCTB to satisfy its obligations under this Agreement.

SECTION 10. DEFENSE AND INDEMNIFICATION. To the fullest extent permitted by law, CCTB shall, at its own expense, indemnify and defend MPEA and its Board members, officers, employees and MP Management, its agents, officers, board members and employees, it being understood between the Parties that such indemnification is limited to MP Management's activities at McCormick Place Complex (Each an "MPEA Indemnified Party") from and against all allegations, demands, damages, claims, suits, actions, awards, liabilities, expenses (including attorney's fees) and costs arising out of any of the following (collectively the "Claims Against MPEA"): (1) any act of CCTB beyond the scope of authority reposed in CCTB by this Agreement; (2) any contention that Services performed by CCTB constitute: (a) libel, slander, and/or defamation; (b) infringement or misappropriation of any trademark, copyright, or other intellectual property right of a third party; or (c) an invasion of rights of privacy or publicity; (3) any bodily injury, including death, to persons or damage or loss of property resulting from any act or omission of CCTB in carrying out its obligations under this Agreement; (4) any breach of this Agreement by CCTB, including, but not limited to: (a) failure to perform any obligation under this Agreement by CCTB or failure to comply with any applicable rule, law, statute, ordinance or regulation; or (b)

failure to comply with any inquiries or investigations of any governmental agency; and (5) any loss, additional costs or liability incurred as a result of the failure of the proper performance or delay caused by CCTB. CCTB shall use counsel reasonably satisfactory to MPEA in the defense of such Claims Against MPEA and shall proceed with diligence, timeliness and good faith in such defense. CCTB shall not consent to the entry of any judgment or enter into any settlement without MPEA's prior written consent. MPEA may, at its election, take control of the defense and investigation of the Claims Against MPEA and may hire attorneys of its own choice to manage and defend such Claims Against MPEA, at CCTB's cost, risk and expense, provided that MPEA and its counsel proceed with diligence, timeliness and good faith with respect thereto.

To the fullest extent permitted by law, MPEA shall at its own expense, indemnify and defend CCTB, its Board members, officers and employees (Each a "CCTB Indemnified Party") from and against all allegations, demands, damages, claims, suits, actions, awards, liabilities, expenses (including attorneys' fees) and costs arising out of any of the following (collectively the "Claims against CCTB"): (1) any act of MPEA beyond the of authority reposed in MPEA by this Agreement; (2) any contention that actions performed by MPEA constitute: (a) libel, slander, and/or defamation; (b) infringement or misappropriation of any trademark, copyright, or other intellectual property right of a third party; or (c) an invasion of rights of privacy or publicity; (3) any bodily injury, including death to persons or damage or loss of property resulting from an act or omission of MPEA; (4) any breach of this Agreement by MPEA.

The rights and obligations of the parties under this **Section 10** shall survive the expiration or termination of this Agreement.

The obligations of CCTB, and the rights of MPEA, under this **Section 10** shall survive the expiration or termination of this Agreement.

SECTION 11. INSURANCE. CCTB must procure and maintain during the Term of this Agreement, at its own expense, the insurance coverage set forth in Exhibit C. CCTB must also provide MPEA with original certificates of insurance as evidence of the required coverage, which shall be attached hereto as Exhibit D. CCTB's insurance policies must name the following as additional insured entities on all certificates of insurance: The Metropolitan Pier and Exposition Authority, its board members, officers, employees, agents, and consultants. CCTB's duty to indemnify MPEA is independent from, and not limited in any manner by, CCTB's insurance coverage obtained pursuant to this **Section 11** or otherwise.

SECTION 12. IMPOSSIBILITY OF PERFORMANCE. Neither of the parties to this Agreement shall be liable for any default or delay which is caused by conditions beyond its control, including but not limited to acts of God, governmental restrictions, continuing domestic or international problems such as war or insurrections, strikes, fires, floods, work stoppages, embargoes, and/or lack of materials, provided however, that either party shall have the right to terminate this Agreement if the other party is unable to fulfill its obligations hereunder due to any of the above-mentioned causes.

SECTION 13. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and inure to the benefit of both parties and their respective successors and assigns, including any

corporation with which, or into which, MPEA may be merged or which may succeed to its assets or business, provided however, that the obligations of CCTB are personal and shall not be assigned or subcontracted by CCTB.

SECTION 14. INJUNCTIVE RELIEF. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by CCTB of this Agreement and that any such breach by CCTB will cause MPEA great and irreparable injury and damage. Accordingly, CCTB agrees that MPEA shall be entitled, without waiving any additional rights or remedies otherwise available to MPEA at law, in equity or by statute, to injunctive and other equitable relief in the event of any breach or intended or threatened breach by CCTB.

SECTION 15. MISCELLANEOUS.

A. Severability. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, and the invalidity in whole or in part of any portion of this Agreement shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.

B. Notices. All notices provided for or which may be given in connection with the Agreement shall be in writing and shall be delivered in person, by a nationally recognized overnight courier service, by facsimile (with electronic confirmation to sender) or by registered or certified mail with postage prepaid and return receipt requested.

If to CCTB: Chicago Convention and Tourism Bureau
301 E. Cermak Rd.
Chicago, IL 60616
Attention: Chief Executive Officer

If to MPEA: Metropolitan Pier and Exposition Authority
330 E. Cermak Rd.
Chicago, IL 60616
Attention: Chief Executive Officer
With copies to: General Counsel and
Director of Sales

or to such other address as either party, by like notice, shall designate. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited in the United States mail. Such notices, if sent by facsimile (with electronic confirmation to sender) or nationally recognized overnight courier service, shall be deemed to have been given one (1) day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party.

C. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of laws provisions. The parties irrevocably submit to venue and exclusive personal jurisdiction in

the state and/or federal courts located in Cook County, Illinois for any disputes arising out of this Agreement and waive all objections to jurisdiction and venue of such courts.

D. Waiver. The failure of CCTB or MPEA at any time to demand strict performance by the other of any of the terms or conditions of this Agreement does not constitute a waiver and does not relinquish the rights of either under the Agreement. A waiver granted on one occasion is not a continuing waiver.

E. Cumulative Rights. All rights and remedies under this Agreement are cumulative, and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided for herein or at law or in equity.

F. Relationship of the Parties. Nothing contained in this Agreement establishes an employer/employee relationship, partnership or joint venture between CCTB and MPEA.

G. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

H. Headings. The section headings in this Agreement have been placed thereon for the convenience of the parties and shall not be considered in any construction or interpretation of this Agreement.

I. Nondiscrimination. CCTB shall comply with all federal, state and local laws which prohibit discrimination. CCTB may not: (1) fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to his/her compensation or the terms, conditions, or privileges of his/her employment because of such individual's race, color, religion, sex, age, handicap, national origin or any other legally protected basis; or (2) limit, segregate or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee because of such individual's race, color, religion, sex, age, handicap, national origin or any other legally protected basis.

J. Minority and Women Business Enterprises.

CCTB recognizes that MPEA has overall contracting goals of 25% participation with certified Minority Business Enterprises ("MBE(s)") and 5% with Women Business Enterprises ("WBE(s)") and commits to using good faith efforts to utilize MBEs and WBEs when contracting for goods and services required to perform its obligations under this Agreement. MPEA shall review and identify which categories of spend by CCTB afford opportunities for MBE and WBE participation. Salaries paid to CCTB personnel and any future facility improvements or alterations undertaken by CCTB, as reasonably determined by Owner are exempt.

Owner will monitor CCTB's performance to reasonably satisfy itself that CCTB is using good faith efforts to maximize the MBE/WBE participation for eligible spend categories.

In order for MPEA to assure that CCTB complies with its MBE/WBE commitment, CCTB shall submit an annual statement that includes information on the level and scope of MBE and WBE participation in monetary terms as well as a description of the services provided by each MBE and WBE.

CCTB will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission or Department of Human Rights to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. CCTB may rely on any written confirmation from the Illinois Department of Human Rights, at the time that CCTB enters into a particular contract, that the particular contractor has not been declared ineligible. Further, CCTB shall not do business with any firm or person debarred by the State of Illinois or the City of Chicago.

CCTB will submit reports and furnish all relevant information requested by Owner.

CCTB will permit access to all relevant books, records, accounts and work sites respecting the Facility by personnel of MPEA for purposes of investigation to ascertain compliance with this **Section 15.J**.

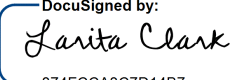
K. Non-Liability of Public Officials. No official, employee or agent of MPEA shall be charged personally by CCTB with any liability or expenses of defense or be held personally liable to CCTB under any term or provision of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire understanding between CCTB and MPEA concerning the subject matter hereof and supersedes all prior negotiations, understandings, discussions, and agreements, whether oral or written. This Agreement may not be amended except by a written instrument signed by both CCTB and MPEA.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the Effective Date.

METROPOLITAN PIER AND EXPOSITION AUTHORITY

BY: 
874FCCA3C7D14B7...
Larita D. Clark
Chief Executive Officer

CHICAGO CONVENTION AND TOURISM BUREAU

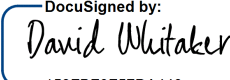
BY: 
159FBE0F57DA440...
David Whitaker
President & CEO

EXHIBIT A

Retention Accounts



New Definite Booking Recap

Organization: _____

Event Name: _____

Event Dates: _____

Exhibit Space: _____

GPS Value:

CCTB Sales: _____ Date: _____

McPI Sales: _____ Date: _____

Approved By: _____ Date: _____

Conditions Relating to Incentive Plan

The Incentive Plan focuses on the development of new business, not the retention of existing business. The booking window for new business shall not exceed fifteen years from the then current calendar year in which the business is booked.

New Business:

“New Business” shall mean: any event booked by Choose Chicago that is not on the retention list and any retention business event that increases the frequency of it’s booking cycle at McCormick Place over its current booking cycle. For example, an event that historically convened every two years at McCormick Place and confirms a booking to convene every year would qualify as new business.

- 55 new bookings per calendar year
- Average GPS 350/19,250 ttl
- Minimum event GPS score of 100 to qualify
- Booking window can not exceed fifteen years

Retention Business:

Retention business shall mean any convention tradeshow or event that has convened since calendar year 2004 at McCormick Place for a minimum of five rotations, and that has signed a letter of agreement with Choose Chicago/ McCormick Place for a minimum of two additional rotations. Events that are retention business shall be mutually agreed upon by McCormick Place management and Choose Chicago and shall be reviewed and updated annually. (See below)

- American Academy of Ophthalmology, Annual Meeting
- American Society of Clinical Oncology, Annual Meeting
- AMT - The Association for Manufacturing Technology, IMTS - The International -Manufacturing Technology Show
- Chicago Dental Society, Annual Midwinter Meeting
- Institute of Food Technologists, IFT Annual Meeting & Food Expo
- International Exposition Company, Inc, International Air-Conditioning, Heating, -Refrigerating Exposition
- Material Handling Industry, ProMat® and Automate
- NIKE Tournament of Champions, Incorporated
- The Midwest Clinic, Band and Orchestra Conference
- Muslim American Society, Annual Meeting
- adidas Windy City National Qualifier, Great Lakes Region
- National Confectioners Association, NCA's Sweets and Snacks Expo
- International Housewares Association, Home & Housewares Show
- National Restaurant Association, Hotel-Motel Show
- PMMI The Association for Packaging and Processing - Technologies, PACK EXPO/Healthcare Packaging EXPO
- Digestive Disease Week Administration
- Orgill Inc., Fall Dealer Meeting
- Radiological Society of North America, Scientific Assembly and Annual Meeting
- Society of Manufacturing Engineers, FABTECH
- KeHE Distributors, LLC., Holiday Show
- N3T Volleyball, Boys Regional Championship

EXHIBIT B

MPEA Marks

1. MCCORMICK PLACE®
2. ARIE CROWN®
3. LAKESIDE CENTER®
4. MCCORMICK SQUARE

5.



6.



7.



8.



EXHIBIT C**Insurance Requirements**

1. CCTB must procure and maintain, at its own expense, for as long as the contract is in effect, the insurance coverage set forth below, in amounts specified by MPEA's Risk Manager, and must provide MPEA with certificates evidencing such coverage:

a. **Commercial General Liability**

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000.00
Products Liability/Completed	
Oper. Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

b. **Workers' Compensation and Employer's Liability**

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$ 500,000.00
Per Employee - Disease	\$ 500,000.00
Annual Aggregate - Disease	\$ 500,000.00

Workers' Compensation/ Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against MPEA.

c. **Automobile Liability**

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined - Occurrence	\$1,000,000.00
Uninsured/Underinsured Motorist -	
Occurrence	\$1,000,000.00

This Policy must provide coverage for all owned, non-owned, and hired autos.

d. **Umbrella Coverage**

\$1,000,000.00

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage listed.

e. **Professional Liability Coverage**

\$1,000,000.00

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. CCTB's assumption of liability is independent from, and not limited in any manner by, the insurance coverage obtained pursuant to this Agreement, or otherwise. All amounts owed by CCTB to MPEA as a result of the liability provisions of the Agreement shall be paid on demand.
4. Policies should be written on an occurrence basis, with the exception of professional liability coverage.
5. All policies must amend the other insurance clause to be Primary and Non-Contributory.
6. The Metropolitan Pier and Exposition Authority, its facilities, officers, board members and employees and MP Management, its agents, officers, board members and employees, it being understood between the Parties that such insurance coverage is limited to MP Management's activities at McCormick Place Complex, are named as additional insureds.
7. Subcontractors performing services for CCTB shall maintain coverage and limits equal to or greater than CCTB.