

CONVENTION CENTER MANAGEMENT AGREEMENT

AMONG

THE CONVENTION CENTER CORPORATION

AND

JOHN Q. HAMMONS HOTELS, INC.

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**CONVENTION CENTER MANAGEMENT AGREEMENT
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AND JOHN Q. HAMMONS HOTELS, INC.**

CONVENTION CENTER MANAGEMENT AGREEMENT

THIS CONVENTION CENTER MANAGEMENT AGREEMENT (“Agreement”), effective as of January 1, 2001, and executed this _____ day of _____, 2001 by **THE CONVENTION CENTER CORPORATION**, a Kentucky non-profit, non-stock corporation, (“**CCC**”) and, **JOHN Q. HAMMONS HOTELS -BOWLING GREEN - LP**, acting by and through its general partner, **JOHN Q. HAMMONS HOTELS, INC.**, 300 John Q. Hammons Parkway, Springfield, Missouri 65806 (“**Management Company**”).

RECITALS:

WHEREAS, CCC owns the Convention Center building which is used for cultural, social, and business events, conventions, exhibitions, public and private gatherings and other similar uses, situated in the City of Bowling Green, County of Warren, Commonwealth of Kentucky (“The Convention Center”); and

WHEREAS, pursuant to the Convention Center Management Agreement between CCC (formerly known as Tourism and Economic Development Council, Inc.) and Management Company, dated August 26, 1994, Management Company has managed and operated the Convention Center from the date of said agreement to the present time; and

WHEREAS, CCC desires to have Management Company continue to manage and operate the Convention Center, and Management Company desires to continue to perform such services for the account of CCC on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITION OF TERMS: The following terms when used in the Agreement shall have the meaning indicated:

- a. **“Adjusted for Inflation”** shall mean each sum in question multiplied by the percentage increase, if any, and the consumer price index for the time in question over the consumer price index in effect as of the date of the execution of this Agreement.
- b. **“Affiliate”** shall mean (i) any person who directly or indirectly, controls, is controlled by, or is under control with Management Company, or (ii) any person who directly or indirectly has substantial economic interest in Management Company or in whom Management Company has a substantial economic interest. For purposes hereof, **“substantial economic interests”** shall mean a shareholder holding 50% or more of the issued and outstanding voting or non-voting stock, or, if indirectly, the equivalent thereof.
- c. **“Agreement”** means this Convention Center Management Agreement, including all exhibits thereto.
- d. **“Alcoholic Beverages”** means any beverage containing alcohol, including wine, beer or distilled spirits.
- e. **“Audio Visual Equipment”** shall mean all audio equipment and all visual projection and sound equipment, whether fixed or movable.

- f. **“CCC’s Fiscal Year”** means from July 1 through June 30th, unless otherwise designated in writing by CCC.
- g. **“Calendar Year”** means the calendar year from January 1 to December 31.
- h. **“Capital Improvement”** means any addition, improvement, or replacement to building or equipment of a permanent nature, a list of which shall be compiled by Management Company and submitted to the Board of Directors of CCC for approval.
- i. **“Control”** For purposes hereof, “Control” shall mean possession of the power to direct, or cause the direction of, the Management Company or any significant policies of another person.
- j. **“The Convention Center”** shall have the meaning set forth in the Recitals for the purposes of this Agreement.
- k. **“Convention Center Employees”** means persons employed by Management Company to assist with the operation, maintenance, and security of the Convention Center.
- l. **“FF&E”** means all fixtures, furnishings, furniture and equipment, including audiovisual equipment, and telephone or vending machines which are purchased rather than leased, but not including fixed asset supplies or inventories.
- m. **“Fiscal Year”** means the fiscal year from July 1 to June 30, or any part thereof during the term of this Agreement.

- n. **“Governmental Authority”** means the United States of America, the Commonwealth of Kentucky, the County of Warren, the City of Bowling Green, and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the Management Company, this transaction or the site and the improvements thereon or any portion thereof.
- o. **“Inventories”** means inventories as defined in the Uniform System of Accounts, such as provisions in store rooms, refrigerators, pantries and kitchens, also, fuel, mechanical supplies, stationary, and other expendable supplies, but excluding all food, beverages, tobacco products, novelties and promotional items.
- p. **“Notice”** shall have the meaning set forth in Article 15.12.
- q. **“Requirements”** means all acts, laws, rules, order, permits, ordinances, regulations, codes and executive orders of any governmental authority.
- r. **“Routine Repairs and Maintenance”** means any repairs or maintenance of the Convention Center which in the reasonable judgment of CCC could have been done by Convention Center Employees or when an amount on any individual item is Five Thousand Dollars (\$5,000.00) or less, or which is covered by any insurance policy or which are necessitated as a result from the act or omission of Management Company, its employees, agents, officers, or subcontractors.

- s. **“Non-Routine Repairs and Maintenance”** means those items of repair and maintenance which are not routine repairs and maintenance in the ordinary daily operation of the Convention Center. A list of such non-routine items shall be compiled by Management Company and submitted to the Board of Directors for approval.
- t. **“Termination”** means the expiration or earlier termination of this Agreement.

1.1 Interpretation.

- a. **Reference to this Agreement.** The terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar words, refer to this Agreement.
- b. **Gender and Plurality.** Words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning, and include the plural number, and vice versa.
- c. **Persons.** Words importing persons including firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and legal entities, including public bodies, as well as individuals.
- d. **Examples.** The use of the terms “including” or “included in” or of examples generally, shall mean without limitation the examples provided.

2. MANAGEMENT SERVICES.

2.1 **Management.** CCC appoints and contracts with Management Company to supervise, direct, control, manage and operate the Convention Center for the term provided in Article 4. Management Company accepts said conditional appointment and agrees to supervise,

direct, control, manage and operate the Convention Center during the term of the Agreement and in accordance with the terms and conditions of this Agreement.

2.2 **Leases.** Management Company shall manage and negotiate leases or license agreements for the benefit of all Convention Center patrons in connection with the operation of the facilities. All such agreements shall be in CCC's name.

2.3 **Licenses and Permits.** Management Company shall apply for, process and take all necessary steps to procure, and maintain in good standing throughout the term of this Agreement, in CCC's name, all licenses and permits required for the operation of the Convention Center and its related facilities. In doing so, Management Company shall clearly represent to all appropriate authorities that CCC is the operator of said facility. The out-of-pocket cost for fees and charges for licenses or permits shall be borne by Management Company. Management Company shall utilize such licenses in accordance with the requirements of all appropriate government agencies and shall hold CCC harmless, and shall reimburse it for all claims, damages, fines or forfeitures, including reasonable attorney's fees actually incurred, for any violation of such governmental regulations throughout the term of this Agreement. The hold harmless provisions of this paragraph shall survive the termination of this Agreement for violations of such governmental regulations occurring during the term hereof.

2.4 **Personnel.** Management Company shall select, employ and supervise any and all personnel as are necessary for the proper operation, maintenance and security of the Convention Center. All personnel so employed shall be employees of the Management Company and the terms of their employment, including compensation, shall be at the sole discretion of the Management Company. The salaries and all additional costs of employment of the

aforementioned personnel employed by Management Company shall be borne by Management Company.

2.5 **Taxes.** Management Company shall, collect, account for and remit promptly to the proper governmental authority all applicable excise, sales and use taxes or similar governmental charges collected at the Convention Center directly from the patrons or guests, or as a part of the sales price of any goods, services, or displays, such as occupancy, gross receipts, admission, or similar or equivalent taxes.

2.6 **Records.** Management Company agrees to establish, implement and supervise the accounting, inventory and cost control systems necessary for the efficient operation of the maintenance of the Convention Center. Management Company shall maintain adequate control over the records of the Convention Center of the acquisition and disposition of all FF&E, and of all fixed asset supplies and inventories used in the operation of the Convention Center. The costs of the aforesaid maintenance of record shall be borne by the Management Company.

2.7 **Maintenance and Repair.** Except as otherwise expressly provided herein, Management Company shall be responsible for all routine maintenance and minor repairs to the Convention Center during the term of this Agreement or any extension or renewal thereof. The Management Company shall be responsible for all upkeep for such items, including but not limited to, glass, audio-visual equipment, carts, chairs, pipes, draperies, carpet, minor wall repair, and all upkeep of the yard and routine parking lot maintenance, which shall including striping, and not more than \$5,000.00 per item per year. The Management Company shall not commit waste to the Convention Center and the Management Company shall maintain the Convention Center in as good a condition as when received, ordinary wear and tear excepted. All non-routine maintenance and major repairs to the Convention Center during the term of this

Agreement, which would include but not be limited to, HVAC replacement, major structural repairs including roof replacement, shall be the responsibility of the CCC.

2.8 **Expenses.** Except as otherwise expressly provided herein, Management Company shall, at its sole costs and expense, pay the administrative and general expenses and the cost of the Convention Center advertising, business promotions and public relations.

2.9 **Hiring Requirements.** There should be no violation by the Management Company of any requirements, including without limitation those with regard to discrimination against or segregation of any person, or a group of persons on account of sex, age, race, color, creed, religion, handicap, national origin or ancestry in employment at the Convention Center or in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Convention Center, nor shall either party hereto or any person claiming under or through either party establish or permit any such violation or practice of discrimination or segregation with reference to such employment for the selection, location, number, use of occupancy of guests, tenants, lessees, subtenants, sublessees, or vendees of the Convention Center.

2.10 **Customer Assurances.**

(a) Management Company shall use its best efforts to see that every customer utilizing the Bowling Green Convention Center will be provided with the following service assurances:

- (i) Meeting rooms will be available for use when promised and set to client specifications including proper control of sound, lighting, heating, air conditioning and ventilation; and
- (ii) the audio-visual equipment specified will be delivered on time and in proper working order; and

(iii) the client will be presented with an accurate documentation of billing and no posting of charges can occur until the client fully understands the charges and is satisfied with the service and value received.

(b) The assurances in the preceding paragraph must be made to the meeting customers, in writing at the time of booking. A clearly prepared contract of service specifications must be drafted with the client so that the client will have an accurate understanding of the expectations to avoid any dissatisfaction during scheduled events.

2.11 Accommodation Standards. When services are requested, accommodations must be made to create a first-class environment that facilitates success for the client. Tables are to be well maintained with finished wood tops or covered with pressed and well maintained linens. Seating must be comfortable, clean and absent of any visible damage or wear. Table top appointments shall include ice water, appropriate glassware, ashtrays (if requested), trash receptacles, writing pads, and writing instruments (with logo, mints, candies, in sufficient quantities to serve the client's needs). Supervision of the meeting services shall assure the refreshing of the meeting rooms promptly during each scheduled break, prompt delivery and/or posting of messages to meeting attendees, and duplicating services in-house or small requests. Also presentation equipment, should be in proper repair whether maintained in-house or through an outside vendor. Available equipment must be in proper working condition/appearance and accompanied by sufficient collateral support such as extension cords, replacement bulbs, marking pens, masking tape and/or push pins. Well maintained podiums or lecterns must be available, each prominently displaying the CCC logo. Meeting rooms must be properly maintained to assure proper lighting, sound quality, ventilation, temperature control, and

overnight security. The customer must be offered the flexibility to control sound, lighting and climate control. Function rooms must be completely set and ready for customers at least fifteen (15) minutes prior to the scheduled starting of event. Food and beverage staff members assigned to supervise the scheduled event must be introduced to the event host or meeting planner prior to the commencement of the event. Signage used to identify groups, breaks, directions, etc., must be professionally printed either by outside vendors or in-house, using Desktop Publishing software, printing equipment, or calligraphy.

2.12 **Rooms.** The ability to secure rooms to be used on a twenty-four hour basis is required.

2.13 **Function Information.** Information on daily functions (such as banquets, meetings, etc.) must be available in written form to desk clerks and switchboard operators and posted in the lobby of the adjoining Hotel in a professional manner. Additionally such information must be made available on a timely basis to any other Hotel/Motel operator in Warren County, Kentucky if requested in writing to the Convention Center management.

2.14 **Marketing.** Management Company shall plan, prepare and supervise such marketing, advertising, public relations and promotional programs or campaigns for the Convention Center as necessary or appropriate at its sole cost and expense. Management Company's plan for such advertising, public relations and promotional programs or campaigns, and marketing budgets shall be submitted to CCC for review if so requested. Cost and expense incurred in the production, distribution and placement of literature and advertising (including marketing, public relations, promotional programs, campaigns) developed for the Convention Center, shall be at cost of the Management Company.

2.15 **Sales Office.** Management Company shall sell, represent and promote the Convention Center through a sales office to be established in the Convention Center or at the adjoining hotel operated by the management company and through any national and international sales offices of Management Company and its affiliates, and Management Company will encourage the use of the Convention Center by businesses, trade associations, conventions, tourists, special groups, escorted and unescorted tours, incentive groups, conferences, travel agencies, airlines and other sources of Convention Center business. Management Company shall develop, implement and coordinate a sales program, including personal visits by the sales staff of the Convention Center and the corporate level sales staffs of Management Company and telephone and direct mail contacts. Management Company will represent the Convention Center at appropriate conventions and travel meetings and will list the Convention Center in printings of general trade bulletins. The cost and expense incurred pursuant to this article shall be the costs of the Management Company.

2.16 **Operating Standards.** Management Company shall use, operate and maintain the Convention Center for CCC in accordance with uses and standards prevailing in other municipal convention centers of comparable size, class and standing, in accordance with standards customary to upscale, full-service hotels with meeting space, as defined by Smith Travel Guide. Management Company shall take such actions at its sole cost and expense to maintain the minimum performance standards. In doing so, Management Company, without limitation, shall:

(a) On a twenty-four (24) hour a day, three hundred sixty-five (365) day a year basis, provide sufficient staffing to carry out all the Management Company's

responsibilities and obligations under this Agreement including, without limitation, management, operations, housekeeping, maintenance, administrative services and building security;

(b) Maintain all rooms, FF&E and fixed asset supplies in a clearly first class condition, and repair or replace such items, or cause to be made such repair or replacement, promptly so the Convention Center remains first class at all times;

(c) Maintain inventories and replace inventories or make additions thereto so the Convention Center remains first class at all times;

(d) Develop, establish and follow a resource conservation program to achieve the energy efficient management and use of Convention Center utilities. This program shall include, without limitation, the standard operating procedures for heating and cooling, electrical and water use;

(e) Develop, establish and follow a janitorial cleaning program so as to keep the Convention Center and its contents in a clean, sanitary and attractive condition. Such program shall include, without limitation, the janitorial cleaning services set forth in this Agreement;

(f) Keep and maintain drive-way access areas in a clean, safe and first class condition;

(g) Keep sidewalks and entrance ways adjacent to the Convention Center clean;

(h) Remove all snow and ice promptly from the drive-way and walking entrances to the Convention Center;

(i) Empty all trash and rubbish containers located in the Convention Center at least once daily, or more frequently as necessary, and wash such containers in intervals sufficient to maintain the same in a clean, sanitary and attractive condition;

(j) Properly, promptly and courteously process and endeavor to resolve all claims, problems and complaints arising from the use or maintenance of the Convention Center;

(k) Inspect periodically and maintain and repair as needed the floors and carpets of the Convention Center keeping them clean and evenly covered with the type of service material originally installed thereon or with such a substitute therefore, as shall be in all respects reasonably equal or comparable in quality, appearance and durability, subject to the Management Company's performance of its obligations set forth in this Agreement;

(l) Inspect, maintain, repair and clean all lights and lighting fixtures in this Convention Center;

(m) Clean all glass, including windows, skylights, in glass-enclosed areas at intervals sufficient to maintain the same in a clean and sightly condition;

(n) Keep all mechanical systems and components in good operating order, operating during all hours the Convention Center is open except as necessary for repairs.

Lobbies shall be kept clean and sightly and free of refuse, debris and graffiti. The saddles, doors, frames and inside surfaces of the lobbies shall be cleaned as necessary; the floors shall be washed and waxed as needed and carpet areas (if any) shall be vacuumed daily and shampooed as necessary;

(o) Inspect all fire hoses, extinguisher and similar equipment regularly and maintain them in good operating order and condition;

(p) Keep all interior and exterior surfaces of the Convention Center clean and sightly and promptly remove all graffiti, posters, stickers and handbills;

(q) Repaint all peeling or blistered paint; and

(r) Obtain a permit from the Warren County Health Department and all other government agencies for all areas of the Convention Center subject to inspection by such departments and agencies. Management Company shall thereafter use best efforts to maintain a Grade A sanitation rating for such areas.

2.17 **Furniture, Fixtures & Equipment.** Management Company shall be responsible for the maintenance of FF&E, and at the termination of this Agreement, it shall surrender all FF&E to CCC, including that equipment repaired or replaced by Management Company, in similar condition to that in which it was received, reasonable wear and tear excepted. During the tenure of this Agreement, Management Company shall provide an inventory of FF&E to CCC upon request.

2.18 **Inventories.** Management Company shall, at its sole cost and expense, replace and make additions to inventories. Inventories shall be installed by Management Company and remain the property of Management Company throughout the term of this Agreement.

3. TERM.

3.1 **Initial Term.** This Agreement shall become effective on January 1, 2001, and continue thereafter for a term of seven (7) years. If this Agreement is not canceled under the provisions of this Agreement, then same shall terminate at Midnight prevailing local time on the last day of the seventh (7th) year from and after the commencement of this Agreement.

3.2 **Renewal.** Following the expiration of the original term, CCC shall have the option to renew this Agreement for two (2) terms of seven (7) years each. Any such renewal

term shall be subject to the same terms and conditions of the initial term. CCC shall give Management Company notice of its intent to renew this Agreement no less than six (6) months prior to the expiration of the then effective term of the Agreement.

3.3 **Termination.** CCC shall give the Management Company six (6) months written notice of its intent to cancel this Agreement. In the event CCC cancels this Agreement under the provisions of this paragraph: (a) CCC shall reimburse Management Company for its inventory of supplies on hand or for which bone fide orders have been placed of inventory for the Convention Center; and, (b) CCC shall reimburse Management Company for the actual cost of FF&E which has been purchased by Management Company and for the actual cost of the repair of FF&E incurred by Management Company through and including the effective date of termination. Upon the termination of this Agreement the Management Company covenants and agrees to yield and deliver peaceably to CCC possession of the Convention Center (including FF&E and inventory) and any alterations, additions, or improvements thereto, the catering facilities, and FF&E upon termination, promptly and in good condition, order and repair, except for reasonable wear and tear from the last necessary repair, replacement, restoration or renewal of the Convention Center made by Management Company pursuant to Management Company's obligations under this Agreement.

4. **CONVENTION CENTER REVENUE.**

4.1 **Fee Schedule.** All rooms, available for use by the general public for meetings or other uses typically associated with a convention center of the type described in this Agreement shall be rented by the Management Company pursuant to a fee schedule which is from time to time approved by CCC upon recommendation by Management Company. No waiver of charges under the fee schedule shall be permitted by the Management Company.

4.2 **Proceeds.** All proceeds from the renting of rooms set forth in this section shall be collected by Management Company on behalf of CCC and such proceeds shall be the sole and exclusive property of CCC. All funds collected by Management Company, on behalf of CCC, for room rental shall be paid over to CCC by the 20th day of the calendar month following the collection of such room rent.

5. **COMPENSATION.**

5.1 **Revenue Procedure 97-13.** The compensation paid under the provisions of this Agreement for management services shall be in compliance with the provisions of Revenue Procedure 97-13 of the Internal Revenue Service of the United States of America as promulgated as of the date of this Agreement.

5.2 **Fee for Management Services.** CCC shall pay to Management Company a fixed fee for its services to be rendered under this Agreement; such fee shall be in the amounts set forth in **EXHIBIT A**, which is attached hereto and incorporated herein by reference. One fourth of such amounts shall be payable on the last day of each calendar quarter following the commencement date of this Agreement. If this Agreement is renewed after the expiration of the initial term, the management fee shall be increased by 3% each year thereafter during or any renewal term(s).

6. **REPAIRS, MAINTENANCE AND REPLACEMENTS.**

6.1 **Maintenance.** Management Company shall maintain the Convention Center in good repair and condition and in conformity with all requirements and shall make or cause to be made routine repairs and maintenance. The cost of such routine repairs and maintenance shall be borne solely by the Management Company, except as otherwise limited by this Agreement.

6.2 **Repairs.** In making any repairs, all work done by the Management Company, or on its account, shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with all requirements.

6.3 **Failure to Repair.** In the event that Management Company refuses or neglects to make any repairs required by this Agreement, or if CCC is required to make any repairs necessitated by the negligent acts or omissions of Management Company, its employees, agents, servants, or licensees, CCC shall have the right, but shall not be obligated, to make such repairs on behalf of or for the account of Management Company upon prior written notice to Management Company. In the event that CCC shall make such repairs, such work shall be paid for by Management Company upon receipt of a statement therefore in the amount of CCC's costs plus an amount for overhead as shall be determined from time to time by CCC or by offset to amounts owed by CCC to Management Company. Nothing herein contained shall prevent CCC from determining that the failure of Management Company to comply with the terms of this Article constitutes a material breach of this Agreement permitting CCC to terminate this Agreement as herein provided. Any amount unpaid shall accrue interest at the then existing New York Prime Rate plus five percent (5%) from the date incurred.

6.4 **Alterations.** Management Company shall make no material alterations, additions or improvements in or to the Convention Center without the approval of CCC, which approval shall be in the sole discretion of CCC. All alterations, improvements, additions or replacements to the Convention Center shall be the property of CCC.

6.5 **Capital Improvements.** Management Company shall prepare an estimate of the expenses necessary for any capital improvement and shall submit such estimate to CCC for its approval, which approval shall be in the sole discretion of CCC. Except for emergencies,

Management Company shall not make any expenditures for such purposes without the approval of CCC, and in such cases of emergency Management Company is limited to one thousand dollars (\$1,000) in expenditures before seeking the ultimate approval of CCC.

7. FINANCIAL REPORTS.

7.1 **Records.** Management Company's services to CCC shall include keeping complete and adequate books and records reflecting the results of the operations of the Convention Center and catering services in accordance with generally accepted accounting principles. Management Company shall at all times keep and maintain at the Convention Center or the adjoining hotel all records, books of account and other records relating to or reflecting the operations of Management Company affecting the Convention Center and catering services, including such records as may be required by CCC to be maintained by the Management Company and any information required to be maintained pursuant to any provisions of this Agreement.

7.2 **Reporting Requirements.** Management Company shall provide itemized reports to CCC with respect to the following matters relating to the operation of The Convention Center:

- a. Income statement from operations which itemizes utilities and other operating costs of The Convention Center and adjoining hotel, including sales and catering staff, maintenance staff, repair and maintenance expenses, permits and fees, etc.;
- b. Sales reports itemizing events held at The Convention Center which itemize the names of the specific events held and various room charges;
- c. Itemized report of projected bookings for the next quarter by group name, amount of room space booked (if available), dates, and an indication of whether such events will be catered; and

d. Executive summary of the information set forth above, including a summary of Convention Center room rental income, catering income, liquor sales, utilities, and any other information available relating specifically to the Convention Center.

All such reports shall be submitted to CCC on a monthly basis. CCC recognizes that Management Company operates on a 4-4-5 accounting system and that each accounting period consists of four or five weeks instead of calendar months. All such reports shall be submitted to CCC within 30 days of the end of the applicable month. **Removal.** Except as otherwise provided herein, none of such books and records, including, without limitation, books of account, guest records and front office records, shall be removed from the Convention Center or the adjacent hotel without CCC's prior written approval. Upon any termination of this Agreement, all such books and records shall be the property of CCC.

7.3 **Additional Reports.** Management Company shall, upon the request of CCC, prepare for CCC or assist CCC in the preparation of such additional financial reports with respect to the Convention Center as may be required in the preparation of the annual Convention Center financial report. The cost of the preparation of all of the financial reports described in this Article shall be borne solely by Management Company.

7.4 **Audits and Inspections.** Management Company, upon reasonable notice by CCC to Management Company, shall permit CCC, acting through its employees and/or representatives, to make inspections, audits, examination or abstracts of all records and books of account, including such records as may be required by CCC to be maintained by Management Company and information required to be maintained pursuant to any provision of this Agreement. It is further understood and agreed that any such inspection or audit hereunder shall

be conducted during the reasonable business hours of Management Company and that Management Company shall make all of the aforesaid records, books of account and other documentation available at a site within seven (7) days of the written request by CCC.

7.5 **Right to Terminate.** Notwithstanding anything to the contrary contained in this Agreement, CCC shall have the right to terminate this Agreement in the event any inspection or audit by CCC or its agents discloses (a) an intentional material discrepancy on the part of Management Company, or (b) an intentional material discrepancy made by a person other than those set forth in (a) above about which Management Company had knowledge, did not disclose in writing to CCC and did not take such corrective action as Management Company should deem reasonably necessary to avoid any further discrepancy. In the event that any inspection or audit discloses an intentional material discrepancy of Management Company CCC shall inform Management Company and Management Company shall (i) make such monetary adjustments including payment to CCC as may be required because of such discrepancy and (ii) take such actions as Management Company deems reasonably necessary to avoid any further intentional discrepancy.

7.6 **Attorney's Fees.** In the event that CCC retains counsel to collect any sums ultimately determined to be owing to it from Management Company, Management Company agrees to pay to CCC the sums reasonably expended by CCC on account of the retention of such counsel.

7.7 **Survival.** The obligations of Management Company under this Article shall survive the termination of this Agreement.

8. INSURANCE.

8.1 **Insurance.** CCC at its own expense and in its sole discretion, from time to time, during the term of this Agreement, may procure and maintain property and liability insurance with insurance companies licensed or authorized to do business in the Commonwealth of Kentucky.

8.2 **Coverage.** Management Company, at its own cost, shall, during the term of the Agreement, procure and maintain the insurance hereinafter set forth with insurance companies acceptable to CCC and licensed or authorized to do business in the Commonwealth of Kentucky using Management Company funds:

(a) Statutory workers' compensation insurance covering all Convention Center employees, with such deductible limits or self-insured retention as are mutually agreed upon by CCC and Management Company shall be purchased by Management Company at its sole cost and expense; and

(b) Comprehensive general liability insurance, including but not limited to coverage for the premises - operation, products and completed operations, personal injury, broad-form property damage, and bailee liability, for which the limits of each of the foregoing coverage parts is to be not less than Ten Million and no/100 Dollars (\$10,000,000.00) for bodily injury and property damage liability; and

(c) Management Company shall maintain insurance to cover Management Company's responsibility herein to CCC for property of CCC in Management Company's care, custody, and control, including fixed asset supplies and inventories; and

(d) Management Company shall obtain Liquor Liability insurance naming CCC as an additional insured with single limit coverage for personal and bodily injury and property damage of at least ten million dollars (\$10,000,000) for each occurrence; and

(e) At CCC's request, Management Company shall obtain such other insurance that is customary and standard for protection against claims, liabilities and losses connected with the Convention Center.

8.3 **Blanket Policies.** All insurance described herein above may be obtained by Management Company or CCC by endorsement or equivalent means under blanket insurance policies, provided that such blanket policies fulfill the requirements specified herein. All blanket insurance policies shall be in form and substance, with deductible limits and self-insured retention, which are consistent with those which are generally accepted by CCC in its governmental capacities.

8.4 **Additional Insured.** All insurance provided under this Article shall name CCC as an additional insured. The party procuring such insurance shall deliver to the other party policies or certified copies, signed by an authorized representative of the insurer, or in the case of blanket policies, certified abstract policies with respect to all policies so procured, including existing, additional and renewal policies and, in the case of insurance about to expire, shall deliver evidence of renewal in binder form with respect to the renewal policies not less than forty-five days (45) days prior to the respective dates of expiration, and thereafter shall deliver policies, as aforesaid, or as the case may be, within sixty (60) days succeeding the expiration dates.

8.5 **Cancellation.** All policies of insurance provided for under this Article shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be

canceled or materially changed without at least sixty (60) days' prior written notice to CCC, Management Company, and any additional insured.

8.6 **Claims.** Management Company and CCC shall cooperate in a prompt manner in connection with the making of any claims and the collection of any insurance money that may be due and shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

8.7 **Failure to Maintain Insurance.** If the Management Company fails to obtain and maintain the insurance required pursuant to this Article or if any insurer cancels or modifies such insurance without CCC's consent, at CCC's election (but without any obligation to do so), CCC may procure similar insurance coverage and Management Company shall reimburse CCC for any premiums paid by CCC within ten (10) days of demand therefore. Any amounts unpaid shall accrue interest at the New York Prime Rate plus five percent (5%) from the day incurred. Management Company shall not perform work during any period when any policy of insurance required hereunder is not in effect unless it gives evidence, to the reasonable satisfaction of CCC, of the unavailability of such insurance.

9. EMPLOYMENT.

9.1 **Personnel.** Management Company, shall at its sole cost and expense select and hire all of the personnel necessary or required for the operating, maintenance and security of the Convention Center and performance of catering services ("Convention Center Employees"). Convention Center employees shall include such employees with such levels of expertise as the manager of a convention center and hotel of comparable size, class, and standing, in accordance with standards customary to upscale, full-service hotels with meeting space as defined by Smith Travel Guide. Such Convention Center employees shall in every instance be deemed employees

of Management Company and not of CCC, CCC shall have no right to supervise or direct such employees. In no manner shall these employees be considered employees of CCC.

9.2 **Reporting.** Management Company shall prepare and file punctually when due all forms, reports and returns required by law relating to the employment of personnel of the Convention Center or the operation of the Convention Center.

9.3 **Employment Policies.** The Management Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Management Company shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Management Company shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions in this Article. The Management Company shall in all solicitations or advertisements for employees placed by or on behalf of the Management Company, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

9.4 **Independent Contractor.** Nothing herein shall constitute or be construed to be or create a partnership, agency, joint venture, lease or landlord-tenant relationship between CCC and Management Company. Management Company agrees that it will not represent to anyone that its relationship to CCC is other than that of independent contractor, and CCC and

Management Company may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this subsection.

9.5 **Use of Affiliates.** It is understood and agreed between CCC and Management Company that Management Company, in fulfilling its obligations hereunder may from time to time use the services of affiliates, and that Management Company's utilization of such services shall be for the benefit of the Convention Center, provided that such services shall be contracted for in compliance with the other terms and conditions of this Agreement and shall be reasonably necessary and furnished on terms and conditions (including payment terms) which are no less favorable to the operation of the Convention Center than those which can be obtained from other sources and are the same as the most favorable terms, conditions and quality provided to other first class convention center and hotel facilities in the region. Management Company shall promptly notify CCC of any expenditures made for services from any affiliates.

10. DAMAGE, CONDEMNATION AND REPAIR.

10.1 **Replacement Value.** CCC shall, at its option, either obtain replacement value insurance for damage by fire or casualty to the Convention Center, or self insure for an equivalent amount. In the event that the Convention Center or any portion thereof shall be damaged or destroyed at any time or times during the term hereof by fire, casualty or any other cause, Management Company shall give prompt notice to CCC and CCC shall, to the extent of insurance proceeds or self insurance, with due diligence, repair, rebuild or replace the same so that after such repairing, rebuilding or replacing, the Convention Center shall be substantially the same, to the extent of insurance proceeds or self insurance, as prior to such damage or destruction. If CCC fails to undertake such work within ninety (90) days after notice of the fire or other casualty, or shall fail to complete same diligently, within a reasonable time period

agreed to between CCC and Management Company, Management Company may, at its option, terminate this Agreement by written notice to CCC effective as of the date sent.

Notwithstanding anything to the contrary contained herein, to the extent such loss is not covered by insurance, CCC shall not have any obligations for repair, rebuilding or replacing the Convention Center in the event all or a substantial part of the Convention Center shall be destroyed or damaged by fire or casualty.

10.2 **Management Fee.** In the event of any damage to or destruction of Convention Center, this Agreement shall remain in full force and effect; and CCC shall continue to pay its management fee through the proceeds of business interruption insurance which shall be obtained by CCC.

10.3 **Total Destruction.** In the event the whole of the Convention Center shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition, expropriation, or like proceeding (including transfers in lieu thereof) by any competent authority for any public or quasi-public use or purpose, or in the event such a portion thereof shall be taken or condemned (or transferred in lieu thereof) as to make it imprudent or unreasonable to use the remaining portion of the Convention Center for convention center uses of the type and class immediately preceding such taking or condemnation (or transfer in lieu thereof) then, in any of such events, this Agreement shall terminate as of the date of the taking and Management Company shall not be entitled to participate in any award or compensation received for such a taking or condemnation and the parties hereto shall have no further liability to the other hereunder.

10.4 **Partial Destruction.** If only a part of the Convention Center shall be taken or condemned and the taking or condemnation (or transfer in lieu thereof) of such part which in the

opinion of CCC does not make it unreasonable or imprudent to operate the remainder as Convention Center of the type and class immediately preceding such taking or condemnation, this Agreement shall not terminate, but out of the award to CCC so much thereof as shall be reasonably necessary to repair any damage to the Convention Center, or any part thereof, so as to render the Convention Center a complete and satisfactory architectural unit as a Convention Center of the same type and class immediately preceding the taking or condemnation, shall immediately be made available for that purpose. The balance of the award, after deduction of the sum necessary for repair or restoration, shall be distributed to CCC.

10.5 **Temporary Taking.** In the event of a taking of all or part of the Convention Center for temporary use, this Agreement shall remain in full force and effect. Restoration, repairs and alterations shall be commenced promptly after the termination of the taking for temporary use and same shall be completed with due diligence.

11. **TERMINATION, REMEDIES AND EXCULPATION.**

11.1 **Termination Events.** CCC shall have the right to terminate this Agreement by notice to Management Company if any one or more of the following events shall occur:

(a) If Management Company shall apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets or make a general assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation, or file an answer admitting the material allegations of a petition filed against it in any proceeding under the Bankruptcy Code , or is adjudicated bankrupt or insolvent.

(b) If any petition or complaint is filed without the application, approval or consent of CCC seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation with respect Management Company seeking appointment of a receiver, trustee or liquidator thereof of all or a substantial part of such party's assets, and such petition or complaint shall be pending and not withdrawn or dismissed for an aggregate of ninety (90) days (excluding any days during which such petition or complaint shall be stayed), whether or not consecutive.

(c) Management Company or any affiliate of Management Company shall be in default under any one or more of the Agreements with CCC and shall fail to cure such defaults within the cure period, if any, provided for in such project Agreements.

(d) Management Company shall fail to meet the minimum performance standards set forth in this Agreement.

(e) If Management Company shall breach or fail to perform any term, covenant or condition contained in this Agreement (other than minimum performance standards) and shall fail to cure within the time period required to effectuate such cure with the exercise of due diligence.

11.2 **Rights Cumulative.** The provisions of this Article shall be cumulative with, and not in derogation of, any other provisions of this Agreement with respect to termination.

11.3 **Payments Upon Termination.** In the event this Agreement is terminated as provided in this Article, CCC shall, within thirty (30) days after the date of such termination, pay Management Company all accrued and unpaid basic management fee; provided, however, that the obligation of CCC to make such payment shall be subject to the right of offset as against any amounts owing to CCC by Management Company under any provision of this Agreement.

11.4 **Reporting Requirements Upon Termination.** In the event this Agreement is terminated as provided in this Article, Management Company shall prepare or cause to be prepared financial statements in accordance with the applicable provisions of Article 7 for the period between the end of the last preceding accounting period and the termination date, and Management Company shall account to CCC as of the date of termination for all amounts due and payable specified in such financial statements (such accounting shall be subject to post-termination adjustment to correct any errors in such statements; the obligation to make any such adjustment shall survive the expiration or sooner termination of this Agreement). In addition, as of the date of any such termination, Management Company shall release, transfer or remit to CCC all books, records, licenses and property of CCC held or controlled by Management Company and shall take all other necessary measures to effectuate the orderly and prompt termination of the relationship contemplated by this Agreement.

11.5 **Damages Upon Termination.** In the event this Agreement is terminated by the mutual Agreement of the parties hereto, neither party hereto shall be liable to the other for any damages, costs or expenses arising out of such termination except as provided in this Article, or except as may be expressly provided in any separate Agreements now or hereafter executed by said parties with respect to such liability.

11.6 **Remedies.** In the event that this Agreement is terminated by either of the parties hereto pursuant to any Article of this Agreement other than this Article, or pursuant to any right to terminate at law or in equity, then the party or parties so determining shall have, in addition to the remedies provided in this Article the right to resort to and avail themselves of any and all other remedies, rights and recourse available at law or in equity, without limitation except as expressly provided in this Article or elsewhere herein.

11.7 **Liability.** No official, director, officer, agent, or employee of CCC, shall be charged personally or held contractually liable by or to the Management Company under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.

12. ASSIGNMENT.

12.1 **Management Company Assignment Rights.** Management Company shall not, without the prior written consent of CCC, assign any of its rights or interests under this Agreement, delegate any of its duties hereunder, or grant any license or permit to use any of the FF&E and inventory governed by this Agreement, except:

(a) to a wholly-owned subsidiary company of Management Company with a guaranty of such subsidiary's obligations by Management Company; or

(b) as otherwise expressly provided in this Agreement.

12.2 **Consent.** CCC agrees not to unreasonably withhold its consent to an assignment by Management Company of all of its rights and obligations hereunder provided the proposed assignee has the expertise and a reputation for the first class management of convention centers of similar size.

12.3 **Documentation.** Management Company shall deliver to CCC evidence that the proposed Management Company meets the requirements set forth above and such other documentation as may be reasonably requested with respect to the reputation, financial and business record of the proposed Management Company. Prior to the request for assignment by Management Company, all business records of the proposed new Management Company should be made available to CCC for review.

12.4 **CCC Assignment Rights.** Subject to the rights, if any, of Management Company as set forth in previously herein, CCC shall have the right to assign any of its rights or interests under this Agreement or to delegate any of its duties hereunder at any time to any third party or parties, including, without limitation, any Convention Center authority created or designated by CCC to oversee the operation of the Convention Center, provided that such third party shall expressly agree to be bound by the provisions and Agreements herein applicable to such right or interest, and provided further that CCC, to the extent permitted by law, may not assign this Agreement to a person or entity whose principal business activity is the ownership and/or management of hotels competitive with Management Company without prior written approval of Management Company.

12.5 **Obligations After Transfer.** The obligations of CCC and any such transferee shall continue only for that period during which CCC or such transferee under this Agreement holds an interest in the convention Center and/or this Agreement and during which this Agreement is in force.

12.6 **Notice.** With respect to any proposed assignment, whether or not authorized by this Agreement, the transferring party shall give prompt notice to the other party in writing specifying the terms and conditions of such transfer, the parties thereto and the expected effective date of such transfer.

12.7 **Unauthorized Assignment.** Any assignment or delegation of duties, in part or in whole by Management Company or any successor thereto, not authorized pursuant to this Agreement, shall unless consented to in writing by CCC, be both null and void and a default permitting said other party to terminate this Agreement.

13. PAYMENT OF TAXES AND UTILITIES.

13.1 **Taxes.** All personal property taxes, levies, assessments and similar charges (if any), on or relating to property of Management Company or its operations at the Convention Center (“impositions”) shall be paid by Management Company before it becomes delinquent or any fine, penalty, or interest is added thereto. In addition to the foregoing, Management Company shall pay all utility charges assessed to the Convention Center, including but limited to, water, sewer, electricity or gas.

13.2 **Liens.** Management Company and CCC shall use their best efforts to prevent any liens from being filed against the Convention Center which arise from any maintenance, repairs, alterations, improvements, additions or replacements in or to the Convention Center. Management Company shall act for itself and CCC in this regard unless CCC directs otherwise, and if any liens are filed, Management Company shall prevent any liens from becoming delinquent. The cost thereof, if the lien was not occasioned by the fault of either party, shall be treated the same as the cost of the matter to which it relates. If the lien arises as a result of the fault of one party, then the party at fault shall bear the out-of-pocket cost of obtaining the lien release.

14. SALE OF CONVENTION CENTER.

14.1 **Sale to Third Party.** CCC shall have the right to sell the Convention Center to any bona fide third party purchaser without the approval of Management Company.

14.2 **Right of First Refusal.** Subject to then current applicable law, in the event of a bona fide written offer for the sale of all or a portion of CCC’s interest in the Convention Center to a person or entity other than to a governmental authority or a person or entity controlled by or under common control with a governmental authority, CCC shall give written notice thereof to

Management Company stating the name of the prospective purchaser, the price and the terms and conditions of such proposed sale, together with all other information reasonably requested by Management Company and available to CCC. Within thirty (30) days after the date of receipt of CCC's written notice, Management Company shall elect, by written notice to CCC one of the following alternatives: (a) to purchase the Convention Center at the same price and upon the same terms and conditions as those set forth in the written notice from CCC to Management Company or upon other terms acceptable to CCC, whichever is applicable, in which event CCC and Management Company shall promptly enter into an Agreement for such sale and shall finalize the same within sixty (60) days of the date of Management Company's election; or (b) to consent to such sale and to the assignment of the Agreement to such purchaser, and, in the case of a sale of an interest in all or a portion of the Convention Center, compliance by CCC and such purchaser or tenant with the provisions of this Agreement.

14.3 **Deemed Election.** If Management Company shall fail to elect either of the alternatives set forth herein above within said thirty (30) day period, the same shall be conclusively deemed to constitute an election and consent under Article 14.2(b) above, and the provisions thereof shall prevail as if Management Company had consented thereto in writing.

14.4 **Closing.** Any proposed sale of which notice has been given to Management Company and to which Management Company has consented pursuant to Articles 14.2(b) or 14.3 must be finalized within one hundred eighty (180) days following the giving of such notice. Failing such finalization, such notice, and any response thereto given by Management Company, shall be null and void.

15. MISCELLANEOUS.

15.1 **Warranties.** Each party warrants, with respect to itself, that the execution of this Agreement shall not violate any provisions of any judgment, writ, injunctions, order or decree or any court or governmental authority having jurisdiction over it; result in or constitute a breach of default under any indenture, contract, other commitment or restriction to which it is a party or by which it is bound; or require any consent, vote or approval which has not been taken, or at the time of the transaction involved shall not have been given or taken. Each party covenants that it has the full right to enter into the Agreement and perform its obligations hereunder.

Management Company shall deliver to CCC, upon the execution of this Agreement, a certificate from its secretary or assistant secretary to the effect that Management Company is a validly organized Limited Partnership under the laws of the state of Missouri with full power and authority to enter into this Agreement and to carry out the transactions herein contemplated, and that the undersigned officer of John Q. Hammons Hotels, Inc. has all necessary authority to execute this Agreement on behalf of Management Company as its general partner.

15.2 **Indemnity.** Management Company will use its best efforts to not do or permit any act or thing to be done on the Convention Center premises which subjects CCC to liability or responsibility for injury, damage to persons or property or to any liability by reason of any violation of law or of any requirement and shall use its best efforts to exercise such control over the Convention Center so as to fully protect CCC against any such liability. In addition, to the fullest extent permitted by law, Management Company shall indemnify and save harmless CCC against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, attorneys' fees and disbursements, which may be imposed upon or asserted against or reasonably incurred by the city or County or any agency or

subdivision thereof or their respective agents, employees, officers or directors (the “indemnities”) by reason of the acts or omissions of Management Company or its affiliates or the performance of each of their obligations hereunder, unless the same shall have been caused solely by the negligent or willful acts of such indemnities. The obligation of Management Company under this Article shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Convention Center.

15.3 **Claims.** If any claim, action, or proceeding is made or brought against any indemnitee by reason pursuant to this Article, then, upon demand by such indemnitee, Management Company at its sole cost and expense, shall resist or defend such claim action or proceeding in such indemnitee’s name, if necessary, by the attorneys for Management Company’s insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as CCC shall approve. CCC agrees that in the event that CCC is named as party to an action, CCC will reasonably cooperate with Management Company in the conduct of the proceedings.

15.4 **Representations.** Management Company shall not represent the existence of an obligation on the part of CCC, CCC to any third person, without CCC’s prior written consent, nor shall Management Company, in the name of or on behalf of CCC or County, borrow any money or execute any promissory note, bill of exchange, or other obligation or mortgage or other encumbrance, and Management Company hereby agrees to indemnify CCC against any claims, including costs and expenses incident thereto, by reason of any such actions.

15.5 **Equipment.** Management Company agrees to use its best efforts to comply with the operation and maintenance standards and instructions found in any warranty or required

service contract relating to the Convention Center of which it has received a copy from CCC. In the event that a repair or maintenance is required which is covered by such warranty or required service contract and such warranty or required service contract is not honored due to failure by Management Company to operate and maintain in accordance with the terms of the warranty or the required service contract, notwithstanding anything to the contrary contained in this Agreement, Management Company shall, at its sole cost and expense, make such repair and replacement as necessary or do such maintenance work with no contribution by CCC regardless of whether or not it is deemed a non-routine repair and maintenance item.

15.6 **Compliance.** Notwithstanding any other provision of this Agreement, a precondition for payment or reimbursement by CCC of any costs incurred or expenditures made by Management Company pursuant to this Agreement is that Management Company incur such costs or make such expenditures in compliance with all requirements applicable to the expenditure of funds of CCC including, without limitation, public bidding and purchasing requirements.

15.7 **Governing Law.** The Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Kentucky.

15.8 **Documents.** As between CCC and Management Company, all documents prepared hereunder shall be the property of CCC whether the work covered thereby is completed or not.

15.9 **Time of Essence.** Time is of the essence for this Agreement and the performance of each of the terms hereof.

15.10 **Headings.** The headings of used in this Agreement are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular provision to which they refer.

15.11 **Notices.** All notices, demands and other communications required or permitted under the provisions of this Agreement (“notice”) shall, unless otherwise specified, be in writing, sent by hand delivery, or by certified first class mail, postage prepaid, with return receipt required, to the following addresses:

As to **CCC**:

Stephen B. Catron
LEWIS, KING, KRIEG, WALDROP & CATRON, P.C.
918 State Street
P.O. Box 1220
Bowling Green, Kentucky 42102-1220

As to **Management Company**:

John Q. Hammons Hotels, Inc.
300 John W. Hammons Parkway, Suite 200
Springfield, Missouri 65806
Attention: _____

or to such other address in the United States as the party to whom the notice is sent shall have designated in writing in accordance with the provision of this Article. Any such notice sent by mail shall be deemed effective when received. Any party to this Agreement may change its address by giving the other party written notice of its new address as herein provided.

15.12 **Notice of Obligations.** Any notice of specific Obligations (monetary or otherwise) received by Management Company from any insurance carrier or any governmental agency with which the Convention Center, CCC or Management Company must comply, and notices of non-compliance with any such obligations, shall be immediately forwarded by Management Company to CCC; provided, however, that “notices” received from a governmental

agency shall exclude information bulletins, questionnaires and similar materials related to employment practices, and other similar materials of general distribution unless compliance therewith is expected to have a material adverse effect upon the Convention Center, CCC or Management Company.

15.13 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the parties hereto; provided , however, this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

15.14 **Uncured Defaults.** Upon request of either party, the other party shall execute a certificate stating whether or not this Agreement is in full force and effect, specifying the nature of any uncured defaults hereunder and specifying the amounts of any such due and owing hereunder which have not been paid.

15.15 **Waiver.** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such terms, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

15.16 **CCC's Right to Perform Functions.** Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Agreement shall in any way estop, limit or impair CCC from exercising or performing any regulatory, policing or other governmental functions with respect to the Convention Center and site.

15.17 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15.18 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute a single instrument.

15.19 **Entire Agreement.** The Agreement and the exhibits hereto, together with any instruments to be executed and delivered pursuant to this Agreement, contain all the promises, Agreements, conditions, inducements and understandings between CCC and Management Company as to the matters contained herein and covered hereby, and there are no promises, Agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as herein set forth other than as may be expressly contain in any written Agreement executed by the parties hereto, or instruments executed by one party hereto and accepted by the other party hereto. All discussions leading up to and in consideration of this Agreement have been merged into this document.

STATE OF MISSOURI)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ to me personally known, as the _____ of JOHN Q. HAMMONS HOTELS, INC. a corporation, and that said instrument was signed on behalf of said corporation as general partner, by proper authority and the instrument was the act of the corporation for the purpose of binding JOHN Q. HAMMONS - BOWLING GREEN - LP for the purposes stated above..

NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT A

COMPENSATION SCHEDULE

1 ST Full Year of Agreement	\$265,225.00
2 nd Full Year of Agreement	\$265,225.00
3 rd Full Year of Agreement	\$273,181.75
4 th Full Year of Agreement	\$281,377.20
5 th Full Year of Agreement	\$289,818.52
6 th Full Year of Agreement	\$298,513.07
7 th Full Year of Agreement	\$307,468.47