

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS,)
Plaintiff,)

v.)

JOHN Y. BUTLER,)
Defendant.)

No. 2017-CF-1025

MCLEAN

FILED

JAN 18 2018

CIRCUIT CLERK

COUNTY

argued and denied

DEFENDANT'S MOTION TO DISMISS WIRE FRAUD COUNT

NOW COMES the Defendant JOHN Y. BUTLER by and through his attorney, J. STEVEN BECKETT of BECKETT LAW OFFICE, P.C., and for his Motion pursuant to 725 ILCS 5/114-1(a)(8) states as follows:

1. That Defendant BUTLER is charged in this matter with one count of Wire Fraud (720 ILCS 5-17-24(b)) in Count 26 of the Indictment filed in this case.
2. That the State has failed to state an offense on the charging instrument in one or more of the following ways:
 - a. The actions the State allege do not constitute a scheme or artifice to defraud or to obtain money or property by means of false pretenses, representations, or promises;
 - b. Defendant's actions were all business decisions taken in his capacities as a officer and shareholder of Central Illinois Arena Management, Inc, (CIAM) and BMI, Inc. pursuant to a Management Agreement with the City of Bloomington (Exhibit 1 attached hereto) from 2006 to 2016.
 - c. There is no definition of "scheme or artifice to defraud" in 720 ILCS 5-17-24(b). First National Bank of Ottawa v. Dillinger, 386 Ill. App. 3d 393, 395, 897 N.E.2d 358, 360 (3rd Dist. 2008); 720 ILCS 5-17-24(b).

d. Illinois courts tend to look at federal precedent when interpreting state law.

Platinum Partners Value Arbitrage Fund, L.P. v. Chicago Board Options Exchange, 2012 IL App (1st) 112903, ¶ 27 (1st Dist. 2012). A contract dispute is not a scheme to defraud.

3. That Defendant BUTLER did not obtain money or property by means of false pretenses because any money Defendant's companies CIAM or BMI received were funds received pursuant to the Management Agreement Exhibit 1 and as such were received in good faith.
4. That to withstand a vagueness challenge, a statute must meet two criteria: first, the statute must be sufficiently definite that it gives a person of ordinary intelligence reasonable opportunity to distinguish between lawful and unlawful conduct; and, second, the statute must adequately define the criminal offense in such a manner that does not encourage arbitrary and discriminatory enforcement. *City of Chicago v. Morales*, 177 Ill. 2d 440 (1997), *aff'd*, 527 U.S. 41 (1999).
5. That the Illinois Wire Fraud Statute (720 ILCS 5-17-24(b)) is unconstitutional in one or more of the following respects:
 - a. The statute on its face is so vague, indefinite and uncertain that it fails to provide a reasonable person notice of the conduct which may be in violation of the statute in violation of the Defendant BUTLER's right to due process of law under the 5th and 14th Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970.
 - b. The statute as applied is so vague that it permits law enforcement and prosecutors to arbitrarily charge an offense where the dispute regards moneys

received and paid under a contract that has provisions for consultation, mediation and arbitration which were never utilized in violation of the Defendant BUTLER's right to due process of law under the 5th and 14th Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970.

- c. Said statute requires use and application of the common law of fraud in direct violation of 720 ILCS 5/1-3(a) in violation of the Defendant BUTLER's right to due process of law under the 5th and 14th Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970.
- d. Said statute completely lacks a *mens rea* requirement, and there purports to establish absolute liability or fails to provide required notice to a reasonable person of the requirements of the law. If the court so finds, the charges in the present case should be dismissed. See *United States v. Balint*, 258 U.S. 250, 42 S.Ct. 301 (1922) (general rule of the common law is the requirement of mens rea in a criminal statute). As stated in *United States v. Elonis*, 135 S.Ct. 2001, 2009 (2015):

“Although there are exceptions, the ‘general rule’ is that a guilty mind is ‘a necessary element in the indictment and proof of every crime.’ *United States v. Balint*, 258 U.S. 250, 251, 42 S.Ct. 301, 66 L.Ed. 604 (1922). We therefore generally ‘interpret [] criminal statutes to include broadly applicable scienter requirements, even where the statute by

its terms does not contain them.’ *United States v. X-Citement Video, Inc.*, 513 U.S. 64, 70, 115 S.Ct. 464 (1994).”

See also *In re K.C.*, 186 Ill.2d 542, 546 (1999), wherein:

“In addition to permitting a construction requiring absolute liability in offenses punishable by incarceration or by a fine of not more than \$500, the second part of section 4-9 expresses the policy that in other offenses not including a mental state in the definition only a clearly indicated legislative intent to create absolute liability should be recognized, and in all other instances, a mental-state requirement should be implied as an application of the general rule that an offense consists of an act accompanied by a culpable mental state. 720 ILCS Ann. 5/4-9, Committee Comments-1961, at 169-72 (Smith-Hurd 1993).”

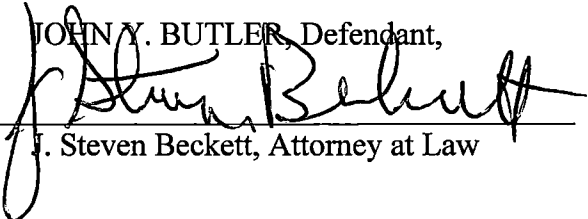
See also People v. Madigal, 241 Ill.2d 463, 948 N.E.2d 591 (2011) (portion of Illinois Identity Theft statute held unconstitutional for failing to have an identified culpable mental state).

- e. Said statute fails to have the required element of “materiality”. *Neder v. United States*, 527 U.S. 1, 119 S. Ct. 1827 (1999).

WHEREFORE, the Defendant, JOHN Y. BUTLER, asks that this Honorable Court dismiss with prejudice the charges filed against him, pursuant to section 114-1, find the Illinois

Wire Fraud Statute (720 ILCS 5-17-24(b)) unconstitutional in violation of the 5th and 14th Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970, and grant such other and further relief as this court deems just and appropriate.

Respectfully submitted,

JOHN V. BUTLER, Defendant,
By: 
J. Steven Beckett, Attorney at Law

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is one of the attorneys for the Defendant in this above titled cause, and that on January 18, 2018 he did cause a copy of the foregoing *Defendant's Motion to Dismiss Wire Fraud Count* to be hand delivered to the following:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

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DEVELOPMENT AND MANAGEMENT AGREEMENT

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THIS DEVELOPMENT AND MANAGEMENT AGREEMENT (this "Agreement") dated as of the 10th day of October, 2005, by and between the City of Bloomington, Illinois, organized and existing pursuant to laws of the State of Illinois (the "City"), and Central Illinois Arena Management, Inc. (CIA), organized under the laws of the State of Illinois.

WHEREAS, the City is developing a sports and entertainment center, known as the U.S. Cellular Coliseum (the "Coliseum"), to be located in downtown Bloomington and serving the surrounding regional markets;

WHEREAS, it is currently contemplated that the Coliseum will contain an approximately 7,000 seat arena with self contained supporting and ancillary areas suitable for a variety of community activities and additionally, for professional ice hockey, professional indoor football, concerts, circus, ice shows and other entertainment events;

WHEREAS, it is further contemplated that the Coliseum will also contain an adjoining public ice rink, together with appropriate ancillary facilities, to be available for public ice-skating and related recreational activities;

WHEREAS, as the initial step in considering development of the Coliseum, the City has previously entered into a Consulting and Sale Agreement date January 14, 2002 (the "CSA Agreement") with Central Illinois Arena Management, Inc., a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

WHEREAS, in furtherance of the development of the Coliseum, the City has previously entered into a Pre Opening Sales and Management Agreement, dated April 27, 2004, (the "POSM agreement") with Central Illinois Arena Management, Inc., a copy of which is attached hereto and incorporated herein by reference as "Exhibit B".

WHEREAS, the CSA Agreement and POSM Agreement provide, in whole and in part as follows:

1. During the Pre-Opening Period, CIA is the sole and exclusive agent to provide comprehensive services with respect to sales and services and the development of the Coliseum, such services including, but not limited to design consulting, marketing, sale of key revenue generating sources, including naming rights, luxury suites, club seats, major sponsorships, and primary tenancies with private and third party funding sources;
2. The receipt by CIA from the City of commissions, fees, expense reimbursements and compensation as described in the CSA Agreement and POSM Agreement including paragraph 17 of POSM Agreement (Exhibit B).
3. Certain rights of CIA with respect to the future management and operations or the Coliseum including an obligation of the City to negotiate in good faith with CIA to

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- enter into a management agreement for the operation and management of the Coliseum after opening and;
4. A right of first refusal with respect to any management agreement with the City in favor of CIA as provided in the POSM Agreement.
 5. A right until the thirtieth day before the public opening of the Coliseum, to provide services to the City and retain all rights under the POSM Agreement.

WHEREAS, CIA has exercised its right of first refusal and the City, by its approval of this agreement, acknowledges and accepts such right.

WHEREAS, CIA is prepared to provide a significant private investment in the Coliseum, as set forth hereinafter, and desires to utilize its resources to assist the City in the development and operation of the Coliseum;

WHEREAS, the City desires to receive the benefit of CIA's investment in the Coliseum and to engage CIA on its behalf, to provide development and management services for the Coliseum;

WHEREAS, this Agreement, consistent with the terms and conditions of the CSA Agreement and POSM Agreement, sets forth comprehensively the relationship between the City and CIA in the development and management of the Coliseum.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate" -- a person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 40% of the voting power in the controlled person.

"Approved Budget" -- any budget submitted by CIA, as approved by the City pursuant to Section 5 hereof.

"Capital Equipment" -- any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$5,000 (said \$5,000 to be adjusted by reference to the Consumer Price Index each January 1st) or more or an expected useful life of more than one year.

"Capital Improvements" -- any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than \$5,000 (said \$5,000 to be adjusted by reference to the Consumer Price Index each January 1st) or per project.

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"Coliseum" -- An approximately 7,000 seat entertainment center suitable for a variety of community activities and additionally, for professional ice hockey, professional indoor football, arts, circus, ice shows and other entertainment events, but excluding the public ice rink;

"Coliseum Fund" - The fund within which there shall be accounts and sub-accounts into which all revenues of the Coliseum shall be deposited and from which payments shall be dispersed. Funds paid by the City shall also be deposited into the Coliseum Fund.

"Capital Costs" - the amounts necessary for purchase, replacement, or maintenance of all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, additions, alterations, systems (including, but not limited to, plumbing systems, electrical system, wiring and conduits, heating and air-conditioning systems), and items of identical or similar nature and character, including, for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously. The expense sum for such repairs, maintenance or replacement for multiple units shall be the total cost of same for all such multiple units.

"City" - the City of Bloomington, Illinois. In connection with this Agreement, the City Manager, unless applicable law requires action by the City Council, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the City, and with the effect of binding the City in that connection.

"City Council" -- the City Council for Bloomington, Illinois.

"City Manager" -- the duly appointed and acting City Manager or his designee, or, in the event of a vacancy in the office of City Manager, such person as may from time to time be authorized by the City Council to perform as City Manager during the term of such vacancy.

"Design/Build Team" - the architects and general contractor, together with any and all subcontractors and agents, selected by the City for the design and construction of the Coliseum.

"Event Expenses" - any and all expenses, exclusive of ordinary operating expenses, incurred or payments made by CIA in connection with the occurrence of events at the Coliseum, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

"Event Revenues" - For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for events at the Coliseum are not Revenues under this Agreement, but are instead revenues of the promoter and/or performer of each such event. To the extent that CIA collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue (without taking into account excluding governmentally imposed taxes, fees, and charges, which shall be dispersed pursuant to applicable law) shall be the source of funds from which CIA collects the rental charges and other event reimbursements due by such promoter and/or performer for use of the Coliseum, which such charges and reimbursements are Revenues hereunder.

"Fiscal Year" -- a one-year period beginning May 1 and ending April 30; May 1 will commence the first day of the first Quarterly Period.

management Term" - as defined in Section 4.1 of this Agreement.

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"Net Operating Loss/Profit - with respect to a Fiscal Year, in the case of a loss, the excess, if any, of Operating Expenses for such Fiscal Year over Revenues for such Fiscal Year, and in the case of a profit, the excess, if any, of Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year.

"Operating Expenses" - (a) any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by CIA in promoting, operating, maintaining and managing the Coliseum, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to CIA's relocation policy (a copy of which will be provided upon request), parking and other fringe benefits), supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance and fidelity bond referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, legal and professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevators and HV AC), security expenses, utility and telephone charges, travel and entertainment expenses in accordance with CIA's policies, the cost of employee uniforms, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Coliseum, the cost of compliance with laws and regulations, other start-up expenses associated with the opening of the Coliseum, costs incurred under agreements, commitments, licenses and contracts executed in CIA's name (or in CIA's name as agent of the City) as provided in Section 2 hereof, and the commissions and management fees payable to CIA pursuant to Section 7 and 10 below, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

(b) Solely for purposes of identifying Operating Expenses which will be budgeted in Approved Budgets, Operating Expenses shall exclude (A) Event Expenses, which are deducted from the gross receipts of all event activities at the Coliseum (in accordance with the last sentence in the definition of Event Expenses), and (B) all extraordinary expenses and all interest, income tax, depreciation and amortization expenses.

(c) Notwithstanding anything in this Agreement to the contrary, subparagraph (a) of this definition is subject to the Budget Approval process set forth in Section 5 of this Agreement.

(d) Extraordinary operating expenses must have the prior approval of the City.

"Revenues" - (a) any and all revenues of every kind or nature derived from operating, managing or promoting the Coliseum, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, box office revenues, including ticket surcharges, parking revenues, food service and concession revenues (if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues paid by the concessionaire

to the Coliseum shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Coliseum shall be included as Operating Revenues), miscellaneous operating revenues, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

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(b) Solely for purposes of (i) identifying Revenues which will be budgeted in Approved Budgets, and (ii) calculating Net Operating Loss Profit and CIA's incentive fee hereunder, Revenues from all event activity at the Coliseum will be calculated to encompass the gross receipts from each such event, less Event Expenses.

"Public Ice Rink" - a public ice facility owned and operated by the City of Bloomington. It is adjacent to and shares some of the infrastructure of the Coliseum, and the Coliseum but, for the purposes of this Agreement, shall not be considered part of the Coliseum. The City and CIA may agree from time to time, in a form to be approved by Bond Counsel, in a manner so tax exempt status of bonds for the Public Ice Rink shall not be endangered, to agree to a division of revenue between the Coliseum and the Public Ice Rink.

"Pre-Opening Period" - the period commencing on the date hereof and ending on the date of the first public event in the Coliseum.

"License Agreement" -- each contract, license, agreement, option, lease and commitment that grants any person or entity any right (i) to license, use, occupy or rent all or any portion of the Coliseum, or (ii) to provide services to be used in the management, operation, use, possession, occupation, maintenance, promotion or marketing of all or any portion of the Coliseum.

"CIA" - Central Illinois Arena Management, Inc., organized under the laws of Illinois.

"CIA Capital Contribution" shall mean the sum of up to \$1,000,000 to be contributed by CIA to the Coliseum and to be utilized as provided in Section 2.2 hereof. The amount of the CIA Capital Contribution may be contributed by CIA in cash and/or in property purchased by CIA, provided, however, that if any such contribution is in property, the value of such property to be credited to the amount of CIA's contribution hereunder shall be proposed by CIA and approved by the City (which approval shall not be unreasonably withheld).

"Term" or "Renewal Terms" - as defined in Section 4 hereof.

2. Financial Contributions by CIA

CIA agrees to make the following financial contributions to the development, financing and operations of the Coliseum.

2.1 Naming Rights.

Pursuant to the aforementioned POSM, CIA negotiated a sale of the naming rights to the Coliseum with United States Cellular Corporation, a Delaware Corporation, the City of Bloomington, and CIA a copy of which agreement is attached hereto and incorporated herein by

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reference as "Exhibit C" and a Beverage Marketing and Naming Rights Agreement with Pepsi-Cola General Bottlers, Inc. d/b/a Pepsi Americas, a Delaware Corporation, the City of Bloomington and CIA a copy of which agreement is attached hereto and incorporated herein by reference as "Exhibit D" and has tendered both such agreements to the City. The United States Cellular agreement provides for annual payments of \$175,000 per year to the City for a ten year period and the Pepsi-Cola Bottlers agreement provides for payments of 50,000 per year for a ten year period. CIA hereby, as agent for the City, transfers the Agreements, Exhibits C and D, and the contractual obligations to the City for the duration of Exhibits C and D.

The parties acknowledge that the revenue from the sale of the naming rights is a critical source of funding for the coliseum, that the City must receive a minimum of \$200,000.00 per year for a period of ten years from the sale of naming rights and that the City is entering into this agreement in reliance on the representation by CIA that the aforescribed naming rights agreements will provide the necessary amount of revenue over the time required. CIA agrees that in the event of a termination of either of the aforescribed agreements with United States Cellular Corporation or Pepsi-Cola General Bottlers or any subsequent agreement entered into as hereinafter provided, CIA shall be required to use its best efforts to resell those naming rights within one year of the date City receives notice of the termination of the naming rights agreement then in effect, subject to the provisions of Section 7.3. In the event CIA is unable to procure a new naming rights agreement within one year, then CIA agrees to indemnify City from any loss of revenue that would have been generated from the naming rights agreement that was terminated by waiving its management fee, commissions or some combination of both in part or in whole up to the amount of revenue expected from the naming rights agreement in question, subject to the condition that CIA shall have no obligation to waive any fees or commissions if it sells the naming rights for an amount that would produce the same amount of revenue over ten year as the terminated agreement. CIA's obligation to indemnify the City shall remain in effect until such time as a new naming rights agreement becomes effective which provides at least as much revenue as would have been provided under the terminated agreements.

2.2 Capital Contribution.

CIA shall contribute to the direct cost of the project an amount not to exceed \$1,000,000 for the purchase of all concession equipment necessary and appropriate to provide the Coliseum with commercially reasonable food and beverage and merchandise related equipment. The amount of the capital contribution may be contributed by CIA in cash or property purchased by CIA, or both; provided, however that if any such contribution is in property, the value of such property to be credited to the amount of CIA's contribution hereunder shall be proposed by CIA and approved by the City, which approval shall not be unreasonably withheld.

2.3 Professional Sports Franchises.

- a. CIA shall be responsible for providing to the Coliseum commitments from professional sports franchises as long-term, primary tenants at the Coliseum with aggregate annual playing dates approximating 50 home games, at the Coliseum, as follows:
- b. Ice Hockey. CIA has secured on behalf of the City a debt free professional hockey franchise, approved for play in the Bloomington Region as defined by its league membership with BMI

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Hockey, L.L.C., an Illinois Limited Liability Company. Said Hockey License shall be submitted for approval by the City and City Council by October 10, 2005 and executed upon approval by the City Council.

- c. Professional Indoor Football. CIA has secured on behalf of the City a debt free professional football franchise, approved for play in the Bloomington Region as defined by its league membership with B-N Football, L.L.C. an Illinois Limited Liability Company as shown and indicated on Football License Agreement. Said Football License shall be submitted for approval by the City and City Council by October 10, 2005 and executed upon approval by the City Council.

2.4 Additional Financial Commitments. With respect to both (b) and (c) above, CIA and the Licensee shall be fully responsible for all acquisition costs with respect to such tenants, including membership, maintenance and transfer costs, all financial guarantees and letters-of-credit obligations to the respective leagues and otherwise, and all operational costs. Acquisition costs with respect to such tenants shall not be construed to be operating expenses.

3. Engagement of CIA: Scope of Services.

3.1 Engagement.

- a. General Scope. The City hereby engages CIA to promote, operate and manage the Coliseum during the Term and the Renewal Terms, if any, upon the terms and conditions hereinafter set forth, and CIA hereby accepts such engagement. CIA shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Coliseum in a manner consistent with CIA's policies and procedures and the operations of other similar first-class facilities.
- b. Managing Agent for the Coliseum. Subject to the terms of this Agreement, CIA shall be the sole and exclusive managing agent of the City to manage, operate and promote the Coliseum during the Term and the Renewal Terms, if any. CIA shall have exclusive authority over the day-to-day operation of the Coliseum and all activities therein; provided that CIA shall follow all policies and guidelines of the City hereafter established or modified by the City that the City notifies CIA in writing are applicable to the Coliseum (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to the Coliseum as permitted herein).

With respect to (a) and (b) above, both parties acknowledge that the pro forma operating statements attached hereto as Exhibit E are a guideline as to the desired performance of the Center, including as to the number and quality of events to be conducted annually.

3.2 Specific Services.

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Without limiting the generality of the foregoing, CIA shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right and authority to:

(a) employ, supervise and direct employees and personnel consistent with the provisions of this Agreement;

(b) administer relationships with all subcontractors, and all other contracting parties assume responsibility for any and all negotiations, renewals and extensions (to the extent CIA deems any of the foregoing to be necessary or desirable) relating to such contracts, and enforce contracts;

(c) negotiate, execute in its own name, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, snow removal, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Coliseum; provided that the City shall have the right to approve any such license, agreement, commitment or contract in an amount in excess of \$9,999, and provided further, that, if any such license, agreement, commitment or contract other than those involving the license, lease or rental of the Coliseum in the ordinary course has a term that extends beyond the remaining Term or Renewal Terms, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the City (which approval and execution shall not be unreasonably withheld);

(d) to the extent that Revenues or funds supplied by the City are made available therefore, maintain the Coliseum in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8;

(e) to the extent that Revenues or funds supplied by the City are made available therefore, rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Coliseum, provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8, subject to the CIA Capital Contribution as provided in Section 2.2;

(f) establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Coliseum to be negotiated by CIA in the course of its management, operation and promotion of the Coliseum. In determining such prices and rate schedules, CIA shall evaluate comparable charges for similar goods and services at similar and/or competing

facilities and shall consult with the City Manager about any adjustments to the schedules- at the Coliseum to be made by CIA:

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(g) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(h) Subject to the written approval of the City, institute as agent for the City and at the reasonable expense of the City, with counsel selected by CIA and approved by the City, such legal actions or proceedings as CIA shall deem necessary or appropriate in connection with the operation of the Coliseum, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Coliseum;

(i) maintain a master set of all booking records and schedules for the Coliseum;

(j) provide day-to-day administrative services in support of its management activities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;

(k) engage in such advertising, solicitation, and promotional activities as CIA deems necessary or appropriate to develop the potential of the Coliseum and the cultivation of broad community support (including without limitation selling advertising inventory and securing product rights for the Coliseum). CIA shall work with the City's designees to market the Coliseum for conventions, trade shows and public entertainment shows. CIA shall be permitted to use the term "Coliseum" and logos for such names in its advertising, subject to the approval of the City Manager.

(l) provide directly or by independent contractor (such contracts with independent contractors subject to the approval of the City, such approval not to be unreasonably withheld) (i) public concessions throughout the Coliseum at locations mutually agreed by the City and CIA (including, without limitation, at permanent and portable concession stands and cafes located in the Coliseum and on the grounds around it), (ii) catering and related services for all catering required at the Coliseum, as requested by the City or any outside group or organization seeking catering services at the Coliseum; (iii) vending services at the Coliseum, and (iv) alcoholic beverage services, to the extent the applicable liquor license permits (collectively referred to herein as "Concession Services"),

3.3 Right of Entry Reserved.

Representatives of the City designated in writing by the City Manager shall have the right, upon reasonable advance notice to CIA and at appropriate times, to enter all portions of the Coliseum to inspect same, to observe the performance of CIA of its obligations under this Agreement, to install, remove, adjust, repair, replace or

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otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of CIA hereunder, and the City's actions shall be conducted such that disruption of CIA's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

3.4 Pre-Opening Services.

- a. CIA shall continue to perform all terms and conditions and provide all Pre-Opening services as described in the CSA Agreement and PSOM Agreement during the Pre-Opening Period. Attached hereto as "Exhibits F & G" is a descriptive scope of Pre-Opening services and FF&E services.
- b. The City shall continue to perform all terms and conditions and provide and pay to CIA all payments, compensation and reimbursements as described in the CSA Agreement and the PSOM Agreement during the Pre-Opening Period.
- c. The City acknowledges and agrees that CIA is neither an architect nor an engineer and its consulting services provided under the CSA Agreement, PSOM Agreement and this Agreement with respect to the Coliseum are based upon its operational knowledge and the services to be provided are as a consultant. At no time should the services of CIA be construed as architectural or engineering. Neither the City nor any of their respective agent, consultants or representatives will rely upon CIA as having architectural or engineering expertise. Accordingly, notwithstanding any other term or condition of this agreement, CIA shall have no liability to the City with respect to architectural or engineering matters relating to the Coliseum.

3.5 Confidentiality/Nondisclosure.

The parties hereto agree that they shall keep secret and confidential any and all proprietary information (which shall include all documents which CIA marks as confidential or proprietary), and neither party shall divulge any such information, in whole or in part, to any third party, except as required by law, without the prior written consent of the other party. The parties shall provide notice to the other party of any known or suspected violations of this Section 3.6.

4. Term and Renewal Terms.

4.1 Term.

- (a) The Term of this Agreement (Management Term) shall commence on the date of execution of this Agreement and shall expire on the date ten (10) years subsequent to the date of the first public event held in the Coliseum. If CIA fully complies with the

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terms and conditions contained herein, then it shall have the first right of refusal and option to exercise one 5 year renewal of the Agreement for the term of April 1, 2016 to March 31, 2021, on terms and conditions negotiated at the time; except that in the event the City and CIA are unable to reach an agreement regarding fees and conditions CIA shall notify the City in writing no later than one year prior to the end of the tenth year of this Agreement of its intent to exercise its renewal option. Upon receipt of such notice by the City, CIA and the City shall meet promptly for the purpose of negotiating fees and conditions which shall replace the fees and conditions contained in this agreement.

5. Funding; Budgets; Bank Accounts.

5.1 Operating Funds.

a. Pre-Opening Budget. Pursuant to the CSA Agreement, and the PSOM Agreement CIA has submitted and the City has approved a Pre-Opening Budget for the Coliseum through December 31, 2005. From time to time, CIA shall be entitled to revise and update the Pre-Opening Budget to reflect changes in circumstances, provided that any revised Pre-Opening Budget shall require the re-approval of the City. During the Pre-Opening Period, CIA's aggregate expenses (when taken as a whole relative to the total Pre-Opening Budget and not on a per line item basis) shall not exceed the aggregate Pre-Opening Budget, without consent of the City. In the event that any time during the Pre-Opening Period, CIA reasonably believes that its expenditures are (i) likely to exceed the budgeted amounts or (ii) there insufficient funds to perform the Pre-Opening services, CIA shall promptly give notice to the City.

(b) In order to provide funding for the expenses set forth in the Pre-Opening Budget, the City shall advance to CIA for deposit in an interest-bearing account established in accordance with Section 5.6 below and withdrawal upon incurrence of such pre-opening expenses ("Pre-Opening Fund"), an amount equal to or greater than the aggregate of the projected Pre-Opening Budget expenses for three (3) month period beginning on the date hereof (each a "Quarterly Period"). By no later than the first day of each successive Quarterly Period during the Pre-Opening Period, the City shall advance to CIA such amount as is necessary to replenish the Pre-Opening Fund to a minimum amount equal to the aggregate of projected pre-opening expenses set forth in the Pre-Opening Budget for the next Quarterly Period then in effect. If, at the end of the Pre-Opening Period, there is a balance in the Pre-Opening Fund in an amount in excess of the then accrued expenses set forth in the Pre-Opening Budget, CIA shall disburse such excess to account established pursuant to Section 5.6 below. If, after the first day of any month, the amount of moneys on deposit in the Pre-Opening Fund shall be insufficient for the payment of (i) pre-opening expenses set forth in the Pre-Opening Budget then due or budgeted to become due during such month or (ii) emergency expenditures to which the City has consented, CIA may, but shall not be required to, advance the amount of such insufficiency out of its funds. In that event, CIA shall immediately notify the City of any such advance, and the City shall promptly, but in no event later than the thirtieth (30th) day following the giving of such notice, reimburse CIA in an amount equal to such advance.

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(c) Subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the Term hereof), the City shall make available to CIA all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. To the extent that Operating Revenues during a calendar quarter period are insufficient, or expected to be insufficient, to cover Operating Expenses, the City shall advance funds to CIA as follows: ninety (90) days prior to the beginning of each calendar quarter during the Management Term and any Renewal Term, CIA will submit to the City an invoice for the projected Cash Flow Shortfall for such Quarterly Period and the City will transfer such funds to CIA within ten (10) days after the start of such Quarterly Period. Such funds shall be deposited by CIA in the operating or payroll account(s) established pursuant to Section 5.7 and used to pay Operating Expenses.

5.2 Non-Funding.

(a) The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date CIA receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Coliseum.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for after such date which are within the aggregate level of appropriated funds specified in the Appropriations Deficiency Notice. The City shall pay all Operating Expenses incurred or committed for prior to the date receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after CIA receives an Appropriations Deficiency Notice shall not be a breach of or default under this Agreement by the City. Any failure by CIA to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City's failure to appropriate sufficient funds for the management, operation and promotion of the Coliseum.

(c) If the City appropriates funds at (or reduces appropriated funds) to a level that, in CIA's judgment, renders the management of the Coliseum not feasible, CIA may, at its option, either (i) continue management of the Coliseum at a reduced level consistent with anticipated Operating Revenues and available funding or (ii) terminate this Agreement pursuant to Section 15. Following such termination, CIA shall have the right to resume management of the Coliseum at such time as the City shall first restore appropriated funds to reasonable levels.

5.3 Annual Budget: Cash Flow Budget.

(a) As part of the annual plan described in Section 8.2 herein, on or before September 15 of each year (beginning September 15, 2006), CIA will prepare an annual operating and cash flow budget for the next Fiscal Year (which shall be a calendar

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year) to meet the scope of services and objectives under this Agreement. Such budget materials shall contain appropriate line items for revenues and expenses, including debt service, and the projected net operating deficit or surplus.

(b) The annual budget materials referred to in subparagraph (a) above shall be reviewed and are subject to approval by the City by sixty (60) days prior to the end of each Fiscal Year during the term of this Agreement, the City Manager shall notify CIA of any changes to the annual operating budget and the cash flow funding budget for the succeeding Fiscal Year proposed by CIA and with such changes, if any, as are made by the City prior to thirty (30) days prior to the end of each Fiscal Year during the Term of this Agreement, such budgets shall be the Approved Budgets for the following Fiscal Year, provided that if the annual operating budget or the annual cash flow budget as proposed by CIA are modified by the City in a manner which, in CIA's commercially reasonable judgment, which judgment may be established only subsequent to a minimum of sixty (60) days of good faith discussions with the City, could materially interfere, impede or impair the ability of CIA to manage, operate or promote the Coliseum, CIA shall have the right to terminate this Agreement pursuant to Section 15, and provided further that if the approved annual operating budget or annual cash flow budget departs from the budgets proposed by CIA, CIA shall not be construed to have breached its obligations under this Agreement if the alleged breach has been caused by the limitations in the Fiscal Year's budgets.

5.4 Budget Modifications Initiated by CIA.

CIA may submit to the City at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such Fiscal Year. Upon the approval of the City of such supplemental or revised budget, the Approved Budgets for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that CIA shall have the right to amend the Approved Budgets as may be necessary or appropriate as the result of the scheduling by CIA of additional events or activities at the Coliseum (and the incurrence of additional Operating Expenses arising from the scheduling of additional events or activities at the Coliseum) as long as prior to the scheduling of such events or activities, CIA had a good faith belief that the Loss would be increased as a result of such additional events or activities.

5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual net operating loss/profit for such Fiscal Year will be less than projected (or greater with respect to a net operating loss) in the annual operating budget for such Fiscal Year, the City Manager may request from CIA a plan for reduction of Operating Expenses to a level consistent with the budgeted net operating loss/profit amount. CIA shall forthwith comply with any such expense reduction requested by the City and the approved budgets for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget or annual cash flow budget is modified in a manner which, in CIA's judgment, could materially interfere, impede or impair the

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ability of CIA to manage, operate or promote the Coliseum, CIA shall have the right to terminate this Agreement pursuant to Section 15 and provided further that CIA shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budgets.

5.6 Receipts and Disbursements.

CIA shall establish and maintain in one or more depositories one or more operating, payroll and other bank accounts for the promotion, operation and management of the Coliseum. All revenues collected by CIA from the operation of the Coliseum shall be deposited into such accounts and Operating Expenses (other than Operating Expenses to be paid from an account described in Section 5.7) shall be paid by CIA from such accounts. All revenues collected by CIA arising from operation of the Coliseum, including revenues from box office sales, Coliseum or equipment rentals, utility rental agreements, food and beverage concessions, or any other source are the sole property of the City. Any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by CIA to the City. The City shall have the right to review such accounts and to request and review bank statements to the same extent as CIA.

5.7 Ticket Sales Revenues.

CIA shall hold in a separate interest-bearing account in a banking institution depository in the City of Bloomington, Illinois any ticket sale revenues which it receives with respect to an event to be held at the Coliseum pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and CIA, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, CIA shall make a nightly deposit into the operating account(s) established pursuant to Section 5.6 above of the amount in such account and shall pay from the operating account Event Expenses and provide the City with a full event settlement report. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.7 and the ticket account referred to above shall be considered Revenues. Bank service charges, if any, on such account(s) shall be considered Operating Expenses.

5.8 Capital Improvements: Capital Equipment.

The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases (defined as equipment costing more than \$5,000.00 and services costing more than \$5,000.00, as adjusted by the CPI Index) shall remain with the City, and will not be considered Operating Expenses. The annual management plan submitted pursuant to Section 8.2 shall include CIA's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefore. The

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City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Coliseum.

5.9 Limitation of CIA Liability.

Notwithstanding any provision herein to the contrary and except for CIA's express indemnification undertakings in Section 11.1 and its express reimbursement undertakings in Section 8.1 (b), and financial obligations pursuant to Section 2 hereof, CIA shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Coliseum, including, specifically, any pre-opening expenses incurred during the Pre-Opening Period as set forth in the Pre-Opening Budget. Notwithstanding anything to the contrary set forth in this Agreement, the City recognizes and agrees that performance by CIA of its responsibilities under this Agreement is in all respects subject to and conditioned upon the timely provision of funds to CIA for such purposes as hereinafter provided. In addition, any financial forecasts or projections made by CIA under this Agreement pertaining to the Coliseum (including without limitation operating expenses, advertising sales, and other revenues) are, or will be, made in good faith by CIA based upon its experience at other facilities which are as comparable as possible to the Coliseum; however, given the individual characteristics of each the Coliseum and the uncertainty associated with future events and/or market conditions, the actual financial results obtained may vary from such financial forecasts or projections, and such forecast and projections shall not be construed as a representation, warranty or guarantee by CIA of the actual financial results to be obtained.

5.10 Funds for Emergency Repairs.

CIA shall have the right to act, with the consent of the City, in situations which CIA reasonably determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) of the Coliseum, even if such expenses are not budgeted; provided, however, CIA shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. Immediately following such action, CIA shall inform the City of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by CIA pursuant to this Section 5.10 in excess of budgeted amounts.

6. Concessions and Merchandise.

6.1 Capital Contribution.

Pursuant to Section 2.2 hereof, CIA shall contribute an amount not to exceed \$1,000,000 to provide the Coliseum with commercially reasonable food and beverage and merchandise related equipment, all as set forth in such provision. Title to such equipment shall remain with CIA. In the event of a termination of this Agreement, the City shall have the right to purchase the equipment at fair market value as may reasonably be determined by the parties.

6.2 Budget and Design.

CIA will work with the City to prepare, and mutually agree upon, a budget for the Capital Improvements and Capital Equipment to be funded with such contribution, along with the scope of work to be performed thereunder, the supervision of tasks and the estimated time frames for the projects listed in such budget. CIA shall additionally work with the Design/Build Team to develop a full food, beverage and merchandise program for the Coliseum. Final design, schematic and construction drawings will be the responsibility of the Design/Build Team, and the cost of installation will be a project cost. CIA will provide initial drawings and will oversee installation.

6.3 Scope.

CIA shall have the exclusive right to operate all food, beverage and merchandise concessions in the Coliseum, unless otherwise agreed, specifically excluding the public ice rink.

6.4 Payment to the Coliseum.

CIA will make payments to the Coliseum as follows:

Food and Beverage Sales

| | |
|----------------|-----|
| \$0 - 1.0M | 32% |
| \$0- 1.2M | 34% |
| \$0- 1.8M | 38% |
| \$0- 2.5M | 42% |
| Suite sales | 15% |
| Catering sales | 15% |

Such payments will be deposited under Section 5.6 within three business days after receipt. The foregoing payments to the Coliseum will be paid as a percentage of Gross Receipts, defined as total revenues from food and beverage sales, less sales and other taxes, service charges, employee meals, and reduced or at-cost items per Fiscal Year.

6.5 Food Prices and Menus.

CIA will in its reasonable discretion, determine menus and food prices based on industry standards. The City may require modifications of such menus and prices only on a commercially reasonable basis.

6.6 Utilities.

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CIA will be responsible for the cleaning of the kitchen and food preparation areas. Utilities and cleaning expenses, including rubbish removal, will be from the account of the Coliseum.

6.7 Sponsorships/Local Vendors.

CIA shall encourage participation by local vendors in the food and beverage services of the Coliseum. CIA shall have full responsibility for the negotiation of any such contracts, including the allocation and determination of the value of related sponsorships and food and beverage costs.

6.8 Sales of Merchandise.

All sales of merchandise relating to teams with license agreements with the Coliseum will be in accordance with the terms of such license agreements, all as approved by the City and, accordingly, will be for the full account of the teams as to revenues and expenses. With respect to all other merchandise sold at the Coliseum, the Coliseum Fund shall receive 10% of the gross revenues, less sales and other similar levied charges.

7. Sponsorship; Premium Seating; Naming Rights.

7.1 Sponsorship.

CIA shall, on behalf of the City and the Coliseum, have the sole and exclusive right to sell all sponsorship and advertising relating to the Coliseum, including but not limited to, all fixed and movable signage of any type, concourse and inner-bowl signage and Coliseum-related signage of the hockey and football tenants ("Sponsorship Inventory"). Such Sponsorship Inventory shall be under the exclusive control of CIA, on behalf of the City. The Coliseum will retain all proceeds from such sponsorship sales, less (i) industry standard commissions of 10%, (ii) cost of sales and (iii) payments to the hockey and football tenants in accordance with their respective License Agreements. The hockey and football teams will retain its own revenues that it generates from dasher boards, ice/field logos, program ads, and other sponsorship opportunities with the approval of CIA.

7.2 Premium Seating.

CIA shall, on behalf of the City and the Coliseum, have the sole and exclusive right and responsibility to sell the suites and club seats that are part of the Coliseum program. The Coliseum shall retain all proceeds of such sales, less (i) industry standard commissions of 10%, (ii) cost of sales and (iii) payments to the hockey and football tenants, and other tenants whether single event or otherwise if so determined, with respect to the ticket value component of such sales, in accordance with their respective License Agreements. CIA shall guarantee the City the sale of 22 suites sold by the Coliseum's opening night and will secure the remaining two suites by similar long-term contracts or by leasing the suites on an event-by-event basis. The parties

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hereto recognize that the consideration for certain suite or other licenses may be in the form of "trade" or other vendor relationships with the Coliseum and/or its tenants. In each such instance, amounts shall be allocated to the respective licenses based on commercially reasonable valuations determined by good faith discussions by the parties hereto.

7.3 Naming Rights.

Pursuant to Section 2.1 hereof, and as indicated in "Exhibits C & D" attached hereto and incorporated herein by reference, CIA has sold the Naming Rights to the Coliseum to United States Cellular Corporation and Pepsi-Cola General Bottlers, Inc d/b/a Pepsi Americas. The City, by approving this Management Agreement, hereby approves such sale; and in the event that such further and additional sales of naming rights, the City shall have the right to approve the identity of such naming rights entity; such approval to be withhold, however, only (i) in the event that the City reasonably determines that the business, character or reputation of the entity is inconsistent with the community values of the City of Bloomington or (ii) the entity does not have the financial capability to meet its obligations under the Naming Rights Agreement. All cash proceeds from the sale of Naming Rights up to \$200,000.00 annually shall be held for the Coliseum Fund; all cash amounts exceeding \$200,000.00 per Fiscal Year shall be deposited and distributed in accordance with the terms and conditions of Section 10.3 hereof.

8. Records, Audits and Reports.

8.1 Records and Audits.

(a) CIA shall keep full and accurate accounting records relating to its activities at the Coliseum in accordance with generally accepted United States accounting principles. CIA shall maintain a system of bookkeeping adequate for its operations hereunder. CIA shall give the City's authorized representatives access to such books and records maintained at the Coliseum during reasonable business hours and upon reasonable advance notice as often as the City shall deem reasonably necessary or appropriate. CIA shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Revenues and Operating Expenses for such period. In addition, on or before April 1 following each Fiscal Year for which CIA is managing the Coliseum hereunder, CIA shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Coliseum, for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor's report of a recognized, independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by CIA and of amounts due to the Coliseum Fund. The audit shall also provide a certification of Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by CIA with City approval. The City shall not withhold or delay such

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consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

(b) The City shall have the right at any time, and from time to time, to cause recognized independent auditors to audit all of the books of CIA relating to Revenues and Operating Expenses, including, without limitation, bank books, sales slips, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Revenues or Operating Expenditures reflected in any financial statements prepared by CIA and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Revenues), in either case by more than five percent (5%), CIA shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the Incentive Fee (defined in Section 10.2) paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be. The City's right to have such an audit made with respect to any Fiscal Year and CIA's obligation to retain the above records shall expire three (3) years after CIA's statement for such Fiscal Year has been delivered to the City.

(c) The parties shall cooperate in any audits conducted pursuant to (a) or (b) above.

8.2 Annual Plan.

(a) CIA shall provide to the City on or before September 1 of each year, an annual management plan, which shall include the annual operating budget described in Section 5.3 for the next Fiscal Year. The annual plan shall include information regarding CIA's anticipated operations for such Fiscal Year, including planned operating maintenance activities by CIA, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefore, anticipated events at the Coliseum, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City. Following review and revision by the City, CIA shall have thirty (30) days to incorporate the City's revisions into its plan. Upon approval by the City, such annual plan shall constitute the operating program for CIA for the following Fiscal Year.

8.3 Monthly Reports.

By the twenty-fifth day of each month, CIA shall provide to the City a written monthly report in a form approved by the City and similar to that used in other CIA managed facilities setting out the Coliseum's anticipated activities for the upcoming month and reporting on the prior month's activities and finances.

8.4 Event Report.

CIA shall provide to the City, after each event, a report showing the amount of revenue attributable to specific activities conducted by CIA in connection with that

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event, such as ticket sales, concessions, merchandise sales, and parking fees. Such report shall be submitted to the City no later than 3 business days after the event.

9. Employees.

9.1 CIA Employees.

(a) CIA shall select, train and employ at the Coliseum such number of employees as CIA deems necessary or appropriate to satisfy its responsibilities hereunder CIA shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons, and CIA shall have authority to hire, terminate and discipline any and all personnel working at the Coliseum.

(b) CIA shall assign to the Coliseum a competent, full-time general manager who shall have no duties other than the day-to-day operation and management of the Coliseum, and a full-time marketing executive to direct, among other things, all sales of sponsorships, premium seating and the resale of naming rights. Prior to CIA's appointment of such general manager and marketing executive, CIA shall consult with the City with respect to the qualifications of each of the general manager and marketing executive proposed by CIA.

(c) CIA employees at the Coliseum shall not for any purpose be considered to be employees of the City, and CIA shall be solely responsible for their supervision and daily direction and control and for setting and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

9.2 No Solicitation or Employment by City.

During the period commencing on the date hereof and ending one (1) year after the termination of this Agreement, except with CIA's prior written consent, the City will not, for any reason, solicit for employment, or hire, the general manager, assistant general manager and any director level employee (e.g. director of sales or operations). In addition to any other remedies which CIA may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

10. Compensation.

10.1 Management Fee.

As base compensation to CIA for providing the services herein specified during the Term and any Renewal Terms, the City shall pay CIA during the Term and a Renewal Term, if any, an annual fee ("Base Fee") representing 4% of the Gross Revenues, as hereinafter defined, of the Coliseum. Gross Revenues shall be all revenues actually received by the Coliseum under Section 5.6 during such Fiscal Year, less any sales or other similar taxes imposed on such revenues. The Base Fee will be paid on a pro rata

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monthly basis, such monthly amounts to be calculated based upon annual budgeted revenues in accordance with the mutually agreed budget established prior to each Fiscal Year in accordance with this Agreement. In the event that amounts paid on a monthly basis either exceed or are less than the actual amount due as a Base Fee for a given Fiscal Year, such differential shall be reimbursed to the City or paid to CIA, as the case may be, within 30 days of receipt of the relevant settlement calculation for such Fiscal Year.

10.2 Incentive Fee.

In any Fiscal Year during the Term or any Renewal Terms, CIA shall be entitled to a 20% share of the Coliseum's Operating Revenue, as hereinafter defined. Operating Revenue for this purpose shall be Gross Revenues, as defined in Section 10.1, less all sales and other applicable use taxes, Operating Expenses, debt service and Incentive Fund payments as defined in Section 10.3 below. The Incentive Fee determined pursuant to this Section 10.2 shall be payable to CIA within 30 days after the City's receipt of an invoice from CIA accompanied by an annual statement certified by one of its officers setting forth the Operating Revenues for the previous Fiscal Year and showing in reasonable detail the basis of the calculation of the Incentive Fee payable with respect to such Fiscal Year.

10.3 Incentive Account.

Any resale of naming rights resulting in cash and trade proceeds in excess of \$200,000 per Fiscal Year shall be contributed to an incentive account (the "Incentive Account") and divided equally between the City and CIA (such payments to CIA constitute the Incentive Fee). Proceeds from the Incentive Account, if any, shall be paid to the respective parties no later than 30 days from the date of the final settlement or reconciliation and pursuant to the procedure identified in Section 10.2 above.

11. Indemnification and Insurance.

11.1 Indemnification.

(a) CIA shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from (x) any material default or breach by CIA of its obligations specified herein or (y) bodily and personal injury or death to any persons, including invitees, licensees and trespassers or damage to the property received or sustained by any persons to the extent caused by the negligent acts or omissions of CIA in the performance of this Agreement; provided, however, that the foregoing indemnification obligations shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations hereunder and/or the negligent acts of the City, its officers, agents, and employees, (ii) are caused by or arise out of the services provided by the general contractors, subcontractors, architects, engineers and other agents (other than CIA) retained by the City in connection with the development, construction of the

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Coliseum or Capital Improvements or Capital Equipment purchases at the Coliseum, (iii) arise from the fact that at any time prior to, as of, or after the commencement of the Term the Coliseum has not been or will not be operated, or the Coliseum and its premises are not, have not been or will not be, in compliance with all federal, state, local, and municipal laws, statutes, regulations, ordinances, and constitutional provisions (collectively, the "Laws"), including, but not limited to the Americans with Disabilities Act, except to the extent that such noncompliance directly results from the failure of CIA to follow any of its obligations specified herein, (v) arise from the fact that prior to, as of, or after the commencement of the Term there is any condition on, above, beneath, or arising from the premises occupied by the Coliseum which might, under any Law, give rise to liability or which would or may require any "response," "removal," or "remedial action" (as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act), except to the extent that CIA is directly responsible for the creation of the condition in question, or (vi) arise from any structural defect or unsound condition with respect to the Coliseum or the premises occupied by the Coliseum prior to, as of, or after the commencement of the Term, except to the extent directly caused by the failure of CIA to follow any of its obligations specified herein.

(b) The provisions set forth in subparagraph (a) above shall survive the completion of all services of CIA under this Agreement or the termination of this Agreement.

(c) The foregoing indemnification right shall be the exclusive remedy of the City (other than any right to terminate this Agreement pursuant to Section 15) arising from any breach of, default under or performance pursuant to this Agreement.

11.2 Liability Insurance.

(a) CIA shall secure and deliver to the City Manager prior to the commencement of the Management Term hereunder and shall keep in force at all times during the term of this Agreement, a commercial liability insurance policy, including public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including products and completed operations, personal and advertising liability and independent contractors. CIA shall also maintain (i) fire legal liability insurance in the amount of \$50,000 per occurrence and (ii) umbrella liability insurance with a limit of Five Million Dollars (\$5,000,000).

(b) CIA shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by CIA officers, agents and employees in connection with the Coliseum, whether owned by CIA, the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Certificates evidencing the existence of the above policy, or policies, all in such form as the City may reasonably require, shall be delivered upon request to the City

prior to the commencement of this Agreement and periodically upon request thereafter. In addition, concurrently with the furnishing of each certificate of insurance under this Section 8.2(d), CIA shall, upon request by the City, furnish the City with a report of an independent insurance broker, signed by an officer of the broker, stating that in the opinion of such broker, the insurance then carried is in accordance with the terms of this Section 8 applicable to those policies. Notwithstanding the provisions of this Section 11.2(d), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the City Manager, at the address of the City Manager as provided thereby, sent by certified mail, return receipt requested."

(d) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to the City Manager at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(e) Except as provided in Section 11.5 (b), all insurance procured by CIA in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

11.3 Workers Compensation Insurance.

CIA shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Illinois State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of Illinois, insuring its employees at the Coliseum in amounts equal to or greater than required under Illinois law. CIA shall carry employer's liability policies in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) with an excess umbrella policy covering amounts in excess of Five Hundred Thousand Dollars (\$500,000) up to Five Million Dollars (\$5,000,000.00).

11.4 Fidelity Bond.

CIA shall provide to the City a Fidelity Bond covering all of CIA's personnel under this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the City for losses experienced due to the omissions or dishonest acts of CIA's employees.

11.5 Property Insurance.

(a) CIA shall maintain sufficient property damage or loss insurance to cover personal property owned by the City and CIA at the Coliseum and shall maintain such insurance throughout the term of this Agreement. CIA shall maintain business interruption and loss of rent insurance for its operations. At least forty-five (45) days prior to the commencement of the Management Term hereunder, the City shall

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provide to CIA a schedule of declaration of values at replacement cost for the personal property owned by the City at the Coliseum.

(b) The City shall, subject to Section 5.2, maintain its current property insurance covering the premises of the Coliseum. In addition, the City shall, with respect to the Losses covered by such property and hazard insurance and business interruption and extra expenses insurance, waive any subrogation rights that it may have against CIA, its partners and their respective officers, employees and agents, whether or not the City self-insures for the Losses covered by such insurance.

(i) The original or a certified copy of the above policy, or policies referred to in Section 11.5(b) (with all required policy' endorsements), plus certificates evidencing the existence thereof, all in such form as CIA may reasonably require, shall be delivered to CIA prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 11.5(b), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to CIA." The original or a certified copy of the policies referred to in Section 11.2, 11.3 and 11.5 (a) (with all required policy' endorsements), plus certificates evidencing the existence thereof, all in such form as the City may reasonably require, shall be delivered to the City at appropriate times. Notwithstanding the provisions of this Section 11.5(a), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the City."

(ii) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to CIA or the City, as the case may be, at least twenty (20) days after a policy's expiration date except for any policy expiring on the Termination date of this Agreement or thereafter.

11.6 Certain Other Insurance.

If CIA enters into any agreements during the Term with any independent contractors for the provision of services hereunder, CIA shall have the right to require such contractors to name CIA as an additional insured under any insurance required by CIA thereunder and to deliver to CIA prior to the performance of such services a certified copy of such policy, plus a certificate evidencing the existence thereof, which policy contains the same type of endorsements and provisions as provided in Sections 8.5(b)(i) and (ii).

12. Ownership of Assets.

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12.1 Ownership.

With the exception of concession equipment acquired by CIA pursuant to Section 2 hereof, the ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Coliseum shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by CIA in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and software owned by CIA shall remain with CIA. CIA shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Coliseum, unless written consent is granted by the City. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by CIA with City funds for use at and for the Coliseum shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned without the prior approval of the City.

12.2 City Obligations.

Except as herein otherwise set forth, throughout the Term of this Agreement, the City will maintain full beneficial use and ownership of the Coliseum and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Coliseum to which the City may be bound.

13. Assignment; Affiliates.

13.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. Notwithstanding the foregoing, CIA may, upon sixty (60) days written notice to the City, assign all or any part of its rights hereunder to subsidiaries or affiliates under the direct control of CIA ("Affiliates") provided that (i) such Affiliates possess substantially the same degree of expertise and quality of personnel as originally provided under this Agreement, and (ii) such assignment shall be at no increased cost to the City. It is understood by the City and CIA that CIA may undertake the ownership and operation of the concession equipment to be purchased by CIA pursuant to Section 2 hereof through a separate legal entity. Such entity will be an Affiliate of CIA and will assume all obligations of CIA hereunder. The City agrees to assist in the execution of any necessary or appropriate documentation to effectuate such transaction.

14. Laws and Permits.

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14.1 Permits, Licenses, Taxes and Liens.

CIA shall use reasonable efforts to procure any permits and licenses required for the business to be conducted by-it hereunder. The City shall cooperate with CIA in applying for such permits and licenses. CIA shall deliver copies of all such permits and licenses to the City. CIA shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Coliseum. CIA shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Coliseum, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at CIA's direction and the City has supplied funds for the payment of charges therefore in accordance with this Agreement. All work contracted by CIA to be done for the Coliseum shall be in accordance with the City's Prevailing Wage Resolution, as from time to time amended by the City.

14.2 Governmental Compliance.

CIA, its officers, agents and employees shall comply with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to CIA's management of the Coliseum hereunder, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 14.2 or elsewhere in this Agreement shall, however, require CIA to undertake any of the foregoing compliance activity, nor shall CIA have any liability under this Agreement therefore, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof. Furthermore, CIA shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Coliseum to comply, and to be financially responsible for compliance, with Title III of the in connection with any activities of such licensee, lessee, tenant, promoter or user at the Coliseum.

14.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, CIA shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, unlawfully because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

15. Termination.

15.1 Termination Upon Default.

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Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party, or (iii) with respect to CIA, if CIA fails to maintain the Naming Rights L/C in accordance with Section 2.1 hereof. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

15.2 Termination Other than Upon Default.

(a) CIA shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 5.3, 5.4 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Coliseum to the extent that such omission, in CIA's judgment, materially interferes with, impedes or impairs the ability of CIA to manage the Coliseum effectively.

15.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold CIA harmless therefrom, and (ii) the City shall promptly pay CIA all fees earned to the date of expiration or termination (the Base and Incentive Fees described in Section 10 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by CIA hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Coliseum), and (iii) the City shall pay, or cause any successor management company to pay, to CIA unconditionally and without set-off the unamortized amount of the CIA Capital Contribution pursuant to Section 2 hereof. Upon a termination pursuant to Section 15.1, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 15.3, 9.2, 11.1 and 15.4; provided, however, that if such termination is the result of a willful default, the nondefaulting party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

15.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, including termination pursuant to the terms of this Section 15.4 and any expiration of the term hereof), CIA shall surrender and vacate the Coliseum upon the

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(b) If any dispute between the parties has not been resolved pursuant to Section 16.2(a) above, the parties will endeavor to settle the dispute by mediation under the then current Coliseum for Public Resources ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the parties cease direct negotiations pursuant to Section 13.2(a) above, the City shall select a neutral third party mediator, who shall be subject to the reasonable approval of CIA. Each party will bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator will be borne equally by the parties. Venue for all mediation and arbitration proceedings shall be in Bloomington, IL.

(c) The parties agree that any mediation proceeding (as well as any discussion pursuant to Section 16.2(a) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any party, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the parties and will not be disclosed to any third party.

(d) The parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that either party refuses to adhere to the mediation procedure set forth in this Section 16.2, the other party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(e) The parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the parties, or (ii) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either party may withdraw from the mediation proceeding without liability therefore in the event such proceeding continues for more than ninety (90) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 16.2(b).

(f) If any dispute has not been resolved pursuant to the foregoing, either party can submit the dispute to binding arbitration as provided below (the "Arbitration") and/or terminate the Agreement as provided in Section 15 hereof. The Arbitration shall be held in the City of Bloomington, Illinois before an arbitrator or a panel of arbitrators whose number shall be determined, and who shall be selected, in accordance with the rules of the American Arbitration Association ("AAA"). The then current Commercial Arbitration Rules of the AAA will apply to the Arbitration

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(g) Notwithstanding the foregoing, the following shall apply to the Arbitration:

(i) Each arbitrator shall be neutral, independent, disinterested, impartial and shall abide by the Canon of Ethics of the American Bar Association for neutral, independent arbitrators. An arbitrator shall be subject to disqualification in an appointing party, either before or after the appointment, asks for the views of the arbitrator or makes an *ex parte* disclosure of significant facts or themes of the dispute beyond what is appropriate for the arbitrators' conflict check and revelation of his qualifications for the case. There shall be no *ex parte* communications with an arbitrator either before or during the arbitration, relating to the dispute of the issues involved in the dispute or the arbitration's views on any such issues.

(ii) It is the intention of the parties to expedite the resolution of the Arbitration. In that connection, the arbitrator(s) shall commit the time and priority of claim on his or their time so as to expedite the case. The arbitrator or if applicable, the chairman of the panel is directed to assume case management initiative and control to schedule the case early and reasonably to expedite the case toward full resolution promptly. The arbitrator or if applicable, the panel shall render the award within fifteen (15) days of the close of evidence or any post-evidence briefing.

(iii) The arbitrator shall have the authority to exclude evidence deemed to be irrelevant, redundant to prejudicial beyond its probative value and is instructed to exercise that authority consistently with expediting the proceeding reasonably. The parties explicitly agree that exclusion of evidence by the arbitrator on ground of irrelevance, redundancy, or prejudicial beyond its probative value shall not be grounds of failure to confirm and enforce the award.

(iv) If the Arbitration results in a determination by the arbitrator(s) that a default has occurred under this Agreement, then the provisions of Section 11 and 15 hereof shall govern the damages or other remedies that may be implemented or ordered by the arbitrator(s). Neither the requirement to utilize nor the pendency of any procedures under this Section 16.2 shall in any way invalidate any notices or extend any cure periods applicable to any default under Section 15.1

(h) The procedure specified in this Section 16.2 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that (i) a party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo ("Equitable Litigation") or (ii) any party may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Arbitration award in accordance with applicable law. Despite such action,

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the parties will continue to participate in good faith in the procedures specified in this Section 16.2.

(i) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Section 16.2 concerning the dispute that is the subject of such Equitable Litigation result in a settlement agreement or the issuance of an Arbitration award. Such written settlement agreement or Arbitration award shall be the final, binding determination on the merits of such dispute, shall supersede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

(j) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 16.2 are pending. The parties will take such action, if any, required to effectuate such tolling. Each party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

16.3 No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and CIA. None of the officers, agents or employees of CIA shall be or be deemed to be employees of the City for any purpose whatsoever.

16.4 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.

16.5 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

16.6 Force Majeure.

(a) No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain

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materials., supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to CIA shall be claimed by the City or charged against CIA, nor shall CIA be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event of damage to or destruction of the Coliseum, by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Coliseum materially untenable, notwithstanding the City's reasonable efforts to remedy such situation, for a period estimated by an architect selected by the City at the request of CIA of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either party may terminate this Agreement upon written notice to the other.

(e) CIA may suspend performance required under this Agreement, without any further liability, in the event of any act of God or other occurrence, which act or occurrence is of such effect and duration as to effectively curtail the use of the Coliseum so as effect a substantial reduction in the need for the services provided by CIA for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, CIA shall have the right to suspend performance retroactively effective as of the date of the use of the Coliseum was effectively curtailed. "Substantial reduction in the need for these services provided by CIA" shall mean such a reduction as shall make the provision of any services by CIA economically impractical. No payments of the management fees otherwise due and payable to CIA shall be made by the City during the period of suspension, In lieu thereof, the City and CIA may agree to a reduced management fee payment for the period of reduction in services required.

16.7 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

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(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

16.8 Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefore as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

16.9 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

16.10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

16.11 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

16.12 Non-Waiver.

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A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

16.13 Certain Representations and Warranties.

(a) The City represents and warrants to CIA the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) CIA represents and warrants to the City the following: (i) all required approvals have been obtained, and CIA has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by CIA and constitutes a valid and binding obligation of CIA, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

16.14 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to otherwise applicable principles of conflicts of law.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF BLOOMINGTON

(Doreen L. O)
Its City Clerk

By: Stephen F. Ostockton
Name: Stephen F. Ostockton
Title: Mayor

**IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS,)
Plaintiff,)
)
v.)
)
JOHN Y. BUTLER)
Defendant.)

No. 2017-CF-1025

FILED
JAN 18 2018
CIRCUIT CLERK

McLEAN
COUNTY

DEFENDANT'S MOTION TO DISMISS

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J. STEVEN BECKETT, of BECKETT LAW OFFICE, P.C., and moves this Honorable Court to dismiss this case pursuant to 725 ILCS 5/114-1(a)(8), the Fifth and Fourteenth Amendments to the U.S. Constitution and the corollary provisions of the Illinois State Constitution of 1970, and for his *Motion to Dismiss* states in support as follows:

1. That Defendant is charged with 11 Counts of THEFT in violation of 720 ILCS 5/16-1(a)(1)(A) and a Class 1 Felony, 11 Counts of THEFT in violation of 5/16-1(a)(2)(A) and a Class 1 Felony, 8 Counts of MONEY LAUNDERING in violation of 720 ILCS 5/29B-1(A)(1)(A) and a Class 2 Felony, 6 Counts of FILING A FRAUDULENT SALES AND USE TAX RETURN in violation of 35 ILCS 120/13(a) and a Class 3 Felony, 6 Counts of WIRE FRAUD in violation of 720 ILCS 5/17-24(b) and a Class 3 Felony, 1 Count of TAX EVASION in violation of 35 ILCS 120/12(b)(i) and a Class 2 Felony, and 1 Count of CONSPIRACY TO COMMIT TAX EVASION in violation of 720 ILCS 5/8-2 and a Class 3 Felony.
2. That pursuant to 725 ILCS 5/114-1(a)(8), Defendant may move to dismiss an indictment when a charge does not state an offense.

3. That the relevant inquiries in determining whether the charging instrument is sufficient are: whether the charging instrument sufficiently informs a criminal defendant of the charges against him; whether the charging instrument strictly complies with Section 111-3 of the Illinois Code of Criminal Procedure, 725 ILCS 5/111-3; whether the charging instrument describes the offense charged with sufficient particularity that the defendant is allowed to prepare a defense; and whether the charging instrument is sufficient to assure that the charged offense may serve as a bar to subsequent criminal prosecution arising out of the same conduct. *People v. Meyers*, 158 Ill. 2d 46, 51 (1994).
4. That this court possesses the inherent authority to dismiss a charge for reasons other than those listed in section 114-1(a). *People v. Soliday*, 313 Ill. App. 3d 338, 342 (4th Dist. 2000).
5. That a trial court may exercise its power to dismiss a charge when the failure to do so will effect a deprivation of due process or result in a miscarriage of justice. *Id.*
6. That, under the management agreement (attached hereto as Exhibit 1), Defendant's company, Central Illinois Arena Management, Inc. ("CIAM"), had the right and contractual obligation to receive money from the consuming public regarding the Coliseum's activities, such as sponsorships, suite rentals, box office sales, and concessions.
7. That Defendant's company, CIAM, had the right to retain certain monetary sums, such as earned commissions and management fees, under circumstances set forth in the provisions of the management agreement with the City of Bloomington as set forth in Exhibit 1.

8. That Defendant's company, CIAM, was required to pay over to the City of Bloomington certain monetary sums, such as a percentage of concessions and excess funds going into the Coliseum fund where operational expenses were to be paid, under circumstances set forth in Exhibit 1.
9. That CIAM made business decisions about allocation and categories of income and expenses from 2006 to 2016 under the management agreement with the City of Bloomington as set forth in Exhibit 1.
10. That, pursuant to the management agreement with the City of Bloomington, there were controlled annual audits to review the business decisions of CIAM, interpret the management agreement, and find any errors and omissions of Defendant's company. Said management agreement provides for a 5% margin of error in conducting such annual audits.
11. That Defendant relied on the conduct of the City of Bloomington in accepting Defendant's interpretation of the management agreement, and Defendant justifiably relied on the annual audits to believe that CIAM's business decisions about allocation and categories of income and expenses were correct.
12. That the Defendant's company, CIAM, had an affiliated organization, BMI Concessions, LLC ("BMI") which was responsible for all of the concession requirements of the management agreement with the City of Bloomington. BMI began its operation of concessions in 2008 after another contractor, Game Time, Inc., had operated concessions at the Coliseum the first two years following the facility's opening in 2006.

13. That the City of Bloomington was aware of BMI's operations and of Defendant's relationship with BMI, as well as the working relationship between CIAM and BMI, in discharging responsibility for the operation of the Coliseum.
14. That BMI's financial reporting, including the allocation and categories of income and expenses, was part of the accounting provided by CIAM to the City of Bloomington on a regular basis, and it was subject to annual audit as directed by the City of Bloomington from 2008 to 2016.
15. That on a monthly basis, CIAM and BMI officials, including Defendant, met with the City Manager and Finance Department officials of the City of Bloomington.
16. That the management agreement provided for consultation, mediation, and arbitration of any disputes under said agreement, which would include allocation and categories of income and expense, compensation to CIAM, and required payments to the City of Bloomington. In the 10-year history of the business relationship, the City of Bloomington never once requested consultation, mediation, or arbitration regarding any financial issue under the management agreement contained in Exhibit 1.
17. That in March 2016, after months of negotiations, CIAM, acting through Defendant, notified the City of Bloomington that, despite the request of Bloomington officials, CIAM would no longer manage the Coliseum, nor would BMI be responsible for the concession operation.
18. That, under such the history and course of dealing between Defendant's company, CIAM, and the City of Bloomington, the Indictment does not allege acts that constitute a theft—that is, knowingly taking the property of another with intent to permanently

deprive another of its use or benefit—or a theft by deception, a money laundering offense, a wire fraud offense, or the improper payment of sales or other retail taxes.

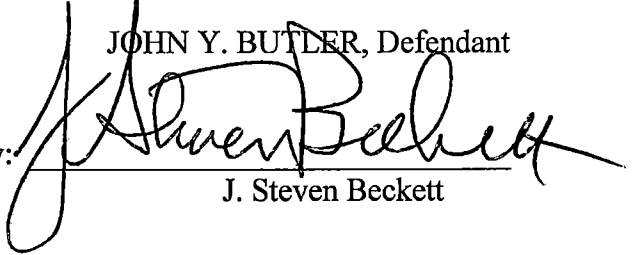
19. That the State is attempting to criminalize a civil contractual dispute by prosecuting Defendant for what amounts to no more than an arguable contract dispute, and one for which the City of Bloomington never used its contractually mandated methods to resolve.
20. That prosecuting Defendant for alleged offenses that are derived from a contract with the City of Bloomington would constitute a miscarriage of justice.
21. That imputing the business decisions and actions of all of CIAM's agents and employees onto Defendant would constitute a miscarriage of justice.

WHEREFORE, the Defendant, JOHN BUTLER, asks that this Honorable Court dismiss the prosecution's Indictment, or some portion thereof as justified by law, and grant to Defendant such other and further relief as this court deems just and appropriate.

Respectfully Submitted,

JOHN Y. BUTLER, Defendant

By:



J. Steven Beckett

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is one of the attorneys for the Defendant in this above titled cause, and that on January 18, 2018 he did cause a copy of the foregoing *Defendant's Motion to Dismiss* to be hand delivered to the following:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

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DEVELOPMENT AND MANAGEMENT AGREEMENT

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THIS DEVELOPMENT AND MANAGEMENT AGREEMENT (this "Agreement") dated as of the 10th day of October, 2005, by and between the City of Bloomington, Illinois, organized and existing pursuant to laws of the State of Illinois (the "City"), and Central Illinois Arena Management, Inc. (CIA), organized under the laws of the State of Illinois.

WHEREAS, the City is developing a sports and entertainment center, known as the U.S. Cellular Coliseum (the "Coliseum"), to be located in downtown Bloomington and serving the surrounding regional markets;

WHEREAS, it is currently contemplated that the Coliseum will contain an approximately 7,000 seat arena with self contained supporting and ancillary areas suitable for a variety of community activities and additionally, for professional ice hockey, professional indoor football, concerts, circus, ice shows and other entertainment events;

WHEREAS, it is further contemplated that the Coliseum will also contain an adjoining public ice rink, together with appropriate ancillary facilities, to be available for public ice-skating and related recreational activities;

WHEREAS, as the initial step in considering development of the Coliseum, the City has previously entered into a Consulting and Sale Agreement date January 14, 2002 (the "CSA Agreement") with Central Illinois Arena Management, Inc., a copy of which is attached hereto and incorporated herein by reference as "Exhibit A".

WHEREAS, in furtherance of the development of the Coliseum, the City has previously entered into a Pre Opening Sales and Management Agreement, dated April 27, 2004, (the "POSM agreement") with Central Illinois Arena Management, Inc., a copy of which is attached hereto and incorporated herein by reference as "Exhibit B".

WHEREAS, the CSA Agreement and POSM Agreement provide, in whole and in part as follows:

1. During the Pre-Opening Period, CIA is the sole and exclusive agent to provide comprehensive services with respect to sales and services and the development of the Coliseum, such services including, but not limited to design consulting, marketing, sale of key revenue generating sources, including naming rights, luxury suites, club seats, major sponsorships, and primary tenancies with private and third party funding sources;
2. The receipt by CIA from the City of commissions, fees, expense reimbursements and compensation as described in the CSA Agreement and POSM Agreement including paragraph 17 of POSM Agreement (Exhibit B).
3. Certain rights of CIA with respect to the future management and operations of the Coliseum including an obligation of the City to negotiate in good faith with CIA to

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- enter into a management agreement for the operation and management of the Coliseum after opening and;
4. A right of first refusal with respect to any management agreement with the City in favor of CIA as provided in the POSM Agreement.
5. A right until the thirtieth day before the public opening of the Coliseum, to provide services to the City and retain all rights under the POSM Agreement.

WHEREAS, CIA has exercised its right of first refusal and the City, by its approval of this agreement, acknowledges and accepts such right.

WHEREAS, CIA is prepared to provide a significant private investment in the Coliseum, as set forth hereinafter, and desires to utilize its resources to assist the City in the development and operation of the Coliseum;

WHEREAS, the City desires to receive the benefit of CIA's investment in the Coliseum and to engage CIA on its behalf, to provide development and management services for the Coliseum;

WHEREAS, this Agreement, consistent with the terms and conditions of the CSA Agreement and POSM Agreement, sets forth comprehensively the relationship between the City and CIA in the development and management of the Coliseum.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate" -- a person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person. For purposes of this definition, "control" means ownership of equity securities or other ownership interests that represent more than 40% of the voting power in the controlled person.

"Approved Budget" -- any budget submitted by CIA, as approved by the City pursuant to Section 5 hereof.

"Capital Equipment" -- any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$5,000 (said \$5,000 to be adjusted by reference to the Consumer Price Index each January 1st) or more or an expected useful life of more than one year.

"Capital Improvements" -- any and all building additions, alterations, renovations, repairs or improvements that have an initial dollar cost of not less than \$5,000 (said \$5,000 to be adjusted by reference to the Consumer Price Index each January 1st) or per project.

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"Coliseum" -- An approximately 7,000 seat entertainment center suitable for a variety of athletic activities and additionally, for professional ice hockey, professional indoor football, arts, circus, ice shows and other entertainment events, but excluding the public ice rink;

"Coliseum Fund" - The fund within which there shall be accounts and sub-accounts into which all revenues of the Coliseum shall be deposited and from which payments shall be dispersed. Funds paid by the City shall also be deposited into the Coliseum Fund.

"Capital Costs" - the amounts necessary for purchase, replacement, or maintenance of all fixtures, signs, displays, equipment, machinery, appurtenances, improvements, additions, alterations, systems (including, but not limited to, plumbing systems, electrical system, wiring and conduits, heating and air-conditioning systems), and items of identical or similar nature and character, including, for example, seats and chairs, which are replaced and/or repaired in multiple units contemporaneously. The expense sum for such repairs, maintenance or replacement for multiple units shall be the total cost of same for all such multiple units.

"City" - the City of Bloomington, Illinois. In connection with this Agreement, the City Manager, unless applicable law requires action by the City Council, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the City, and with the effect of binding the City in that connection.

"City Council" -- the City Council for Bloomington, Illinois.

"City Manager" -- the duly appointed and acting City Manager or his designee, or, in the event of a vacancy in the office of City Manager, such person as may from time to time be authorized by the City Council to perform as City Manager during the term of such vacancy.

"Design/Build Team" - the architects and general contractor, together with any and all subcontractors and agents, selected by the City for the design and construction of the Coliseum.

"Event Expenses" - any and all expenses, exclusive of ordinary operating expenses, incurred or payments made by CIA in connection with the occurrence of events at the Coliseum, including but not limited to costs for event staffing including ushers, ticket takers, security and other event staff, and costs relating to setup and cleanup.

"Event Revenues" - For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for events at the Coliseum are not Revenues under this Agreement, but are instead revenues of the promoter and/or performer of each such event. To the extent that CIA collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue (without taking into account excluding governmentally imposed taxes, fees, and charges, which shall be dispersed pursuant to applicable law) shall be the source of funds from which CIA collects the rental charges and other event reimbursements due by such promoter and/or performer for use of the Coliseum, which such charges and reimbursements are Revenues hereunder.

"Fiscal Year" -- a one-year period beginning May 1 and ending April 30; May 1 will commence the first day of the first Quarterly Period.

management Term" - as defined in Section 4.1 of this Agreement.

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"Net Operating Loss/Profit - with respect to a Fiscal Year, in the case of a loss, the excess, if any, of Operating Expenses for such Fiscal Year over Revenues for such Fiscal Year, and in the case of a profit, the excess, if any, of Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year.

"Operating Expenses" - (a) any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by CIA in promoting, operating, maintaining and managing the Coliseum, including, but not limited to: employee compensation and related expenses (e.g., base salaries, bonuses, severance and car allowances), employee benefits and related costs (e.g., relocation and other related expenses pursuant to CIA's relocation policy (a copy of which will be provided upon request), parking and other fringe benefits), supplies, material and parts costs, costs of any interns and independent contractors, advertising, marketing and public relations costs and commissions, janitorial and cleaning expenses, data processing costs, dues, subscriptions and membership costs, the costs of procuring and maintaining the insurance and fidelity bond referred to in Section 8 below, amounts expended to procure and maintain permits and licenses, charges, taxes, excises, penalties and fees, legal and professional fees, printing and stationery costs, Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, repairs and maintenance costs (e.g., elevators and HV AC), security expenses, utility and telephone charges, travel and entertainment expenses in accordance with CIA's policies, the cost of employee uniforms, safety and medical expenses, exterminator and waste disposal costs, costs relating to the maintenance of signage inventory and systems, the cost of annual independent audits of the Coliseum, the cost of compliance with laws and regulations, other start-up expenses associated with the opening of the Coliseum, costs incurred under agreements, commitments, licenses and contracts executed in CIA's name (or in CIA's name as agent of the City) as provided in Section 2 hereof, and the commissions and management fees payable to CIA pursuant to Section 7 and 10 below, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

(b) Solely for purposes of identifying Operating Expenses which will be budgeted in Approved Budgets, Operating Expenses shall exclude (A) Event Expenses, which are deducted from the gross receipts of all event activities at the Coliseum (in accordance with the last sentence in the definition of Event Expenses), and (B) all extraordinary expenses and all interest, income tax, depreciation and amortization expenses.

(c) Notwithstanding anything in this Agreement to the contrary, subparagraph (a) of this definition is subject to the Budget Approval process set forth in Section 5 of this Agreement.

(d) Extraordinary operating expenses must have the prior approval of the City.

"Revenues" - (a) any and all revenues of every kind or nature derived from operating, managing or promoting the Coliseum, including, but not limited to: license, lease and concession fees and rentals, revenues from merchandise sales, advertising sales, equipment rentals, utility revenues, box office revenues, including ticket surcharges, parking revenues, food service and concession revenues (if such revenues are collected in the first instance by and retained by the concessionaire, the amount of such revenues paid by the concessionaire

to the Coliseum shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (however, if such revenues are collected in the first instance by and retained by such subcontractors, the amount of such revenues paid by such contractors to the Coliseum shall be included as Operating Revenues), miscellaneous operating revenues, and interest revenues, all as determined in accordance with generally accepted accounting principles and recognized on a full accrual basis.

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(b) Solely for purposes of (i) identifying Revenues which will be budgeted in Approved Budgets, and (ii) calculating Net Operating Loss Profit and CIA's incentive fee hereunder, Revenues from all event activity at the Coliseum will be calculated to encompass the gross receipts from each such event, less Event Expenses.

"Public Ice Rink" - a public ice facility owned and operated by the City of Bloomington. It is adjacent to and shares some of the infrastructure of the Coliseum, and the Coliseum but, for the purposes of this Agreement, shall not be considered part of the Coliseum. The City and CIA may agree from time to time, in a form to be approved by Bond Counsel, in a manner so tax exempt status of bonds for the Public Ice Rink shall not be endangered, to agree to a division of revenue between the Coliseum and the Public Ice Rink.

"Pre-Opening Period" - the period commencing on the date hereof and ending on the date of the first public event in the Coliseum.

"License Agreement" -- each contract, license, agreement, option, lease and commitment that grants any person or entity any right (i) to license, use, occupy or rent all or any portion of the Coliseum, or (ii) to provide services to be used in the management, operation, use, possession, occupation, maintenance, promotion or marketing of all or any portion of the Coliseum.

"CIA" - Central Illinois Arena Management, Inc., organized under the laws of Illinois.

"CIA Capital Contribution" shall mean the sum of up to \$1,000,000 to be contributed by CIA to the Coliseum and to be utilized as provided in Section 2.2 hereof. The amount of the CIA Capital Contribution may be contributed by CIA in cash and/or in property purchased by CIA, provided, however, that if any such contribution is in property, the value of such property to be credited to the amount of CIA's contribution hereunder shall be proposed by CIA and approved by the City (which approval shall not be unreasonably withheld).

"Term" or "Renewal Terms" - as defined in Section 4 hereof.

2. Financial Contributions by CIA

CIA agrees to make the following financial contributions to the development, financing and operations of the Coliseum.

2.1 Naming Rights.

Pursuant to the aforementioned POSM, CIA negotiated a sale of the naming rights to the Coliseum with United States Cellular Corporation, a Delaware Corporation, the City of Bloomington, and CIA a copy of which agreement is attached hereto and incorporated herein by

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reference as "Exhibit C" and a Beverage Marketing and Naming Rights Agreement with Pepsi-Cola General Bottlers, Inc. d/b/a Pepsi Americas, a Delaware Corporation, the City of Bloomington and CIA a copy of which agreement is attached hereto and incorporated herein by reference as "Exhibit D" and has tendered both such agreements to the City. The United States Cellular agreement provides for annual payments of \$175,000 per year to the City for a ten year period and the Pepsi-Cola Bottlers agreement provides for payments of 50,000 per year for a ten year period. CIA hereby, as agent for the City, transfers the Agreements, Exhibits C and D, and the contractual obligations to the City for the duration of Exhibits C and D.

The parties acknowledge that the revenue from the sale of the naming rights is a critical source of funding for the coliseum, that the City must receive a minimum of \$200,000.00 per year for a period of ten years from the sale of naming rights and that the City is entering into this agreement in reliance on the representation by CIA that the aforescribed naming rights agreements will provide the necessary amount of revenue over the time required. CIA agrees that in the event of a termination of either of the aforescribed agreements with United States Cellular Corporation or Pepsi-Cola General Bottlers or any subsequent agreement entered into as hereinafter provided, CIA shall be required to use its best efforts to resell those naming rights within one year of the date City receives notice of the termination of the naming rights agreement then in effect, subject to the provisions of Section 7.3. In the event CIA is unable to procure a new naming rights agreement within one year, then CIA agrees to indemnify City from any loss of revenue that would have been generated from the naming rights agreement that was terminated by waiving its management fee, commissions or some combination of both in part or in whole up to the amount of revenue expected from the naming rights agreement in question, subject to the condition that CIA shall have no obligation to waive any fees or commissions if it sells the naming rights for an amount that would produce the same amount of revenue over ten year as the terminated agreement. CIA's obligation to indemnify the City shall remain in effect until such time as a new naming rights agreement becomes effective which provides at least as much revenue as would have been provided under the terminated agreements.

2.2 Capital Contribution.

CIA shall contribute to the direct cost of the project an amount not to exceed \$1,000,000 for the purchase of all concession equipment necessary and appropriate to provide the Coliseum with commercially reasonable food and beverage and merchandise related equipment. The amount of the capital contribution may be contributed by CIA in cash or property purchased by CIA, or both; provided, however that if any such contribution is in property, the value of such property to be credited to the amount of CIA's contribution hereunder shall be proposed by CIA and approved by the City, which approval shall not be unreasonably withheld.

2.3 Professional Sports Franchises.

- a. CIA shall be responsible for providing to the Coliseum commitments from professional sports franchises as long-term, primary tenants at the Coliseum with aggregate annual playing dates approximating 50 home games, at the Coliseum, as follows:
- b. Ice Hockey. CIA has secured on behalf of the City a debt free professional hockey franchise, approved for play in the Bloomington Region as defined by its league membership with BMI

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Hockey, L.L.C., an Illinois Limited Liability Company. Said Hockey License shall be submitted for approval by the City and City Council by October 10, 2005 and executed upon approval by the City Council.

- c. Professional Indoor Football. CIA has secured on behalf of the City a debt free professional football franchise, approved for play in the Bloomington Region as defined by its league membership with B-N Football, L.L.C. an Illinois Limited Liability Company as shown and indicated on Football License Agreement. Said Football License shall be submitted for approval by the City and City Council by October 10, 2005 and executed upon approval by the City Council.

2.4 Additional Financial Commitments. With respect to both (b) and (c) above, CIA and the Licensee shall be fully responsible for all acquisition costs with respect to such tenants, including membership, maintenance and transfer costs, all financial guarantees and letters-of-credit obligations to the respective leagues and otherwise, and all operational costs. Acquisition costs with respect to such tenants shall not be construed to be operating expenses.

3. Engagement of CIA: Scope of Services.

3.1 Engagement.

- a. General Scope. The City hereby engages CIA to promote, operate and manage the Coliseum during the Term and the Renewal Terms, if any, upon the terms and conditions hereinafter set forth, and CIA hereby accepts such engagement. CIA shall perform and furnish such management services and systems as are appropriate or necessary to operate, manage and promote the Coliseum in a manner consistent with CIA's policies and procedures and the operations of other similar first-class facilities.
- b. Managing Agent for the Coliseum. Subject to the terms of this Agreement, CIA shall be the sole and exclusive managing agent of the City to manage, operate and promote the Coliseum during the Term and the Renewal Terms, if any. CIA shall have exclusive authority over the day-to-day operation of the Coliseum and all activities therein; provided that CIA shall follow all policies and guidelines of the City hereafter established or modified by the City that the City notifies CIA in writing are applicable to the Coliseum (including without limitation any methodology pertaining to the allocation of any costs and expenses by the City to the Coliseum as permitted herein).

With respect to (a) and (b) above, both parties acknowledge that the pro forma operating statements attached hereto as Exhibit E are a guideline as to the desired performance of the Center, including as to the number and quality of events to be conducted annually.

3.2 Specific Services.

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Without limiting the generality of the foregoing, CIA shall have, without (except as otherwise expressly noted below) any prior approval by the City, sole right and authority to:

(a) employ, supervise and direct employees and personnel consistent with the provisions of this Agreement;

(b) administer relationships with all subcontractors, and all other contracting parties assume responsibility for any and all negotiations, renewals and extensions (to the extent CIA deems any of the foregoing to be necessary or desirable) relating to such contracts, and enforce contracts;

(c) negotiate, execute in its own name, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, snow removal, general maintenance and maintenance and inspection of HVAC systems, elevators, stage equipment, fire control panel and other safety equipment, staffing and personnel needs, including guards and ushers, and other services which are necessary or appropriate) and all other contracts and agreements in connection with the management, promotion and operation of the Coliseum; provided that the City shall have the right to approve any such license, agreement, commitment or contract in an amount in excess of \$9,999, and provided further, that, if any such license, agreement, commitment or contract other than those involving the license, lease or rental of the Coliseum in the ordinary course has a term that extends beyond the remaining Term or Renewal Terms, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the City (which approval and execution shall not be unreasonably withheld);

(d) to the extent that Revenues or funds supplied by the City are made available therefore, maintain the Coliseum in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8;

(e) to the extent that Revenues or funds supplied by the City are made available therefore, rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Coliseum, provided that the City shall be responsible for undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8, subject to the CIA Capital Contribution as provided in Section 2.2;

(f) establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Coliseum to be negotiated by CIA in the course of its management, operation and promotion of the Coliseum. In determining such prices and rate schedules, CIA shall evaluate comparable charges for similar goods and services at similar and/or competing

facilities and shall consult with the City Manager about any adjustments to the schedules- at the Coliseum to be made by CIA:

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(g) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of this Agreement;

(h) Subject to the written approval of the City, institute as agent for the City and at the reasonable expense of the City, with counsel selected by CIA and approved by the City, such legal actions or proceedings as CIA shall deem necessary or appropriate in connection with the operation of the Coliseum, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Coliseum;

(i) maintain a master set of all booking records and schedules for the Coliseum;

(j) provide day-to-day administrative services in support of its management activities pursuant to Approved Budgets and annual plans described herein, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;

(k) engage in such advertising, solicitation, and promotional activities as CIA deems necessary or appropriate to develop the potential of the Coliseum and the cultivation of broad community support (including without limitation selling advertising inventory and securing product rights for the Coliseum). CIA shall work with the City's designees to market the Coliseum for conventions, trade shows and public entertainment shows. CIA shall be permitted to use the term "Coliseum" and logos for such names in its advertising, subject to the approval of the City Manager.

(l) provide directly or by independent contractor (such contracts with independent contractors subject to the approval of the City, such approval not to be unreasonably withheld) (i) public concessions throughout the Coliseum at locations mutually agreed by the City and CIA (including, without limitation, at permanent and portable concession stands and cafes located in the Coliseum and on the grounds around it), (ii) catering and related services for all catering required at the Coliseum, as requested by the City or any outside group or organization seeking catering services at the Coliseum; (iii) vending services at the Coliseum, and (iv) alcoholic beverage services, to the extent the applicable liquor license permits (collectively referred to herein as "Concession Services"),

3.3 Right of Entry Reserved.

Representatives of the City designated in writing by the City Manager shall have the right, upon reasonable advance notice to CIA and at appropriate times, to enter all portions of the Coliseum to inspect same, to observe the performance of CIA of its obligations under this Agreement, to install, remove, adjust, repair, replace or

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otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. Nothing contained in this Section is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not interfere with the activities of CIA hereunder, and the City's actions shall be conducted such that disruption of CIA's work shall be kept to a minimum. Nothing in this Section shall impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so.

3.4 Pre-Opening Services.

- a. CIA shall continue to perform all terms and conditions and provide all Pre-Opening services as described in the CSA Agreement and PSOM Agreement during the Pre-Opening Period. Attached hereto as "Exhibits F & G" is a descriptive scope of Pre-Opening services and FF&E services.
- b. The City shall continue to perform all terms and conditions and provide and pay to CIA all payments, compensation and reimbursements as described in the CSA Agreement and the PSOM Agreement during the Pre-Opening Period.
- c. The City acknowledges and agrees that CIA is neither an architect nor an engineer and its consulting services provided under the CSA Agreement, PSOM Agreement and this Agreement with respect to the Coliseum are based upon its operational knowledge and the services to be provided are as a consultant. At no time should the services of CIA be construed as architectural or engineering. Neither the City nor any of their respective agent, consultants or representatives will rely upon CIA as having architectural or engineering expertise. Accordingly, notwithstanding any other term or condition of this agreement, CIA shall have no liability to the City with respect to architectural or engineering matters relating to the Coliseum.

3.5 Confidentiality/Nondisclosure.

The parties hereto agree that they shall keep secret and confidential any and all proprietary information (which shall include all documents which CIA marks as confidential or proprietary), and neither party shall divulge any such information, in whole or in part, to any third party, except as required by law, without the prior written consent of the other party. The parties shall provide notice to the other party of any known or suspected violations of this Section 3.6.

4. Term and Renewal Terms.

4.1 Term.

- (a) The Term of this Agreement (Management Term) shall commence on the date of execution of this Agreement and shall expire on the date ten (10) years subsequent to the date of the first public event held in the Coliseum. If CIA fully complies with the

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terms and conditions contained herein, then it shall have the first right of refusal and option to exercise one 5 year renewal of the Agreement for the term of April 1, 2016 to March 31, 2021, on terms and conditions negotiated at the time; except that in the event the City and CIA are unable to reach an agreement regarding fees and conditions CIA shall notify the City in writing no later than one year prior to the end of the tenth year of this Agreement of its intent to exercise its renewal option. Upon receipt of such notice by the City, CIA and the City shall meet promptly for the purpose of negotiating fees and conditions which shall replace the fees and conditions contained in this agreement.

5. Funding; Budgets; Bank Accounts.

5.1 Operating Funds.

a. Pre-Opening Budget. Pursuant to the CSA Agreement, and the PSOM Agreement CIA has submitted and the City has approved a Pre-Opening Budget for the Coliseum through December 31, 2005. From time to time, CIA shall be entitled to revise and update the Pre-Opening Budget to reflect changes in circumstances, provided that any revised Pre-Opening Budget shall require the re-approval of the City. During the Pre-Opening Period, CIA's aggregate expenses (when taken as a whole relative to the total Pre-Opening Budget and not on a per line item basis) shall not exceed the aggregate Pre-Opening Budget, without consent of the City. In the event that any time during the Pre-Opening Period, CIA reasonably believes that its expenditures are (i) likely to exceed the budgeted amounts or (ii) there insufficient funds to perform the Pre-Opening services, CIA shall promptly give notice to the City.

(b) In order to provide funding for the expenses set forth in the Pre-Opening Budget, the City shall advance to CIA for deposit in an interest-bearing account established in accordance with Section 5.6 below and withdrawal upon incurrence of such pre-opening expenses ("Pre-Opening Fund"), an amount equal to or greater than the aggregate of the projected Pre-Opening Budget expenses for three (3) month period beginning on the date hereof (each a "Quarterly Period"). By no later than the first day of each successive Quarterly Period during the Pre-Opening Period, the City shall advance to CIA such amount as is necessary to replenish the Pre-Opening Fund to a minimum amount equal to the aggregate of projected pre-opening expenses set forth in the Pre-Opening Budget for the next Quarterly Period then in effect. If, at the end of the Pre-Opening Period, there is a balance in the Pre-Opening Fund in an amount in excess of the then accrued expenses set forth in the Pre-Opening Budget, CIA shall disburse such excess to account established pursuant to Section 5.6 below. If, after the first day of any month, the amount of moneys on deposit in the Pre-Opening Fund shall be insufficient for the payment of (i) pre-opening expenses set forth in the Pre-Opening Budget then due or budgeted to become due during such month or (ii) emergency expenditures to which the City has consented, CIA may, but shall not be required to, advance the amount of such insufficiency out of its funds. In that event, CIA shall immediately notify the City of any such advance, and the City shall promptly, but in no event later than the thirtieth (30th) day following the giving of such notice, reimburse CIA in an amount equal to such advance.

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(c) Subject to Section 5.2, following the approval of the annual operating budget for a Fiscal Year (including, without limitation, any annual operating budget applicable to the first Fiscal Year during the Term hereof), the City shall make available to CIA all funds necessary to pay all Operating Expenses incurred or accrued in such Fiscal Year. To the extent that Operating Revenues during a calendar quarter period are insufficient, or expected to be insufficient, to cover Operating Expenses, the City shall advance funds to CIA as follows: ninety (90) days prior to the beginning of each calendar quarter during the Management Term and any Renewal Term, CIA will submit to the City an invoice for the projected Cash Flow Shortfall for such Quarterly Period and the City will transfer such funds to CIA within ten (10) days after the start of such Quarterly Period. Such funds shall be deposited by CIA in the operating or payroll account(s) established pursuant to Section 5.7 and used to pay Operating Expenses.

5.2 Non-Funding.

(a) The City shall have no obligation to provide funds for the payment of Operating Expenses incurred or committed for after the date CIA receives written notice (an "Appropriation Deficiency Notice") of the fact that insufficient funds or no funds have been appropriated for the Coliseum.

(b) If the Appropriation Deficiency Notice is of insufficient funds, the City shall pay all Operating Expenses incurred or committed for after such date which are within the aggregate level of appropriated funds specified in the Appropriations Deficiency Notice. The City shall pay all Operating Expenses incurred or committed for prior to the date receives the Appropriation Deficiency Notice. Any failure by the City to provide funds (beyond the aggregate level of appropriated funds) for the payment of Operating Expenses incurred or committed for after CIA receives an Appropriations Deficiency Notice shall not be a breach of or default under this Agreement by the City. Any failure by CIA to perform its obligations under this Agreement shall not be a breach of or default under this Agreement if such breach or default results from the City's failure to appropriate sufficient funds for the management, operation and promotion of the Coliseum.

(c) If the City appropriates funds at (or reduces appropriated funds) to a level that, in CIA's judgment, renders the management of the Coliseum not feasible, CIA may, at its option, either (i) continue management of the Coliseum at a reduced level consistent with anticipated Operating Revenues and available funding or (ii) terminate this Agreement pursuant to Section 15. Following such termination, CIA shall have the right to resume management of the Coliseum at such time as the City shall first restore appropriated funds to reasonable levels.

5.3 Annual Budget: Cash Flow Budget.

(a) As part of the annual plan described in Section 8.2 herein, on or before September 15 of each year (beginning September 15, 2006), CIA will prepare an annual operating and cash flow budget for the next Fiscal Year (which shall be a calendar

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year) to meet the scope of services and objectives under this Agreement. Such budget materials shall contain appropriate line items for revenues and expenses, including debt service, and the projected net operating deficit or surplus.

(b) The annual budget materials referred to in subparagraph (a) above shall be reviewed and are subject to approval by the City by sixty (60) days prior to the end of each Fiscal Year during the term of this Agreement, the City Manager shall notify CIA of any changes to the annual operating budget and the cash flow funding budget for the succeeding Fiscal Year proposed by CIA and with such changes, if any, as are made by the City prior to thirty (30) days prior to the end of each Fiscal Year during the Term of this Agreement, such budgets shall be the Approved Budgets for the following Fiscal Year, provided that if the annual operating budget or the annual cash flow budget as proposed by CIA are modified by the City in a manner which, in CIA's commercially reasonable judgment, which judgment may be established only subsequent to a minimum of sixty (60) days of good faith discussions with the City, could materially interfere, impede or impair the ability of CIA to manage, operate or promote the Coliseum, CIA shall have the right to terminate this Agreement pursuant to Section 15, and provided further that if the approved annual operating budget or annual cash flow budget departs from the budgets proposed by CIA, CIA shall not be construed to have breached its obligations under this Agreement if the alleged breach has been caused by the limitations in the Fiscal Year's budgets.

5.4 Budget Modifications Initiated by CIA.

CIA may submit to the City at any time prior to the close of a Fiscal Year a supplemental or revised annual operating budget or cash flow budget for such Fiscal Year. Upon the approval of the City of such supplemental or revised budget, the Approved Budgets for such Fiscal Year shall be deemed amended to incorporate such supplemental or revised budget. The Approved Budgets may only be amended as set forth in Section 5.5 below or in the two preceding sentences except that CIA shall have the right to amend the Approved Budgets as may be necessary or appropriate as the result of the scheduling by CIA of additional events or activities at the Coliseum (and the incurrence of additional Operating Expenses arising from the scheduling of additional events or activities at the Coliseum) as long as prior to the scheduling of such events or activities, CIA had a good faith belief that the Loss would be increased as a result of such additional events or activities.

5.5 Budget Modifications Initiated by the City.

In the event that it appears reasonably likely, in any year during the term hereof, that the actual net operating loss/profit for such Fiscal Year will be less than projected (or greater with respect to a net operating loss) in the annual operating budget for such Fiscal Year, the City Manager may request from CIA a plan for reduction of Operating Expenses to a level consistent with the budgeted net operating loss/profit amount. CIA shall forthwith comply with any such expense reduction requested by the City and the approved budgets for such Fiscal Year shall be modified accordingly, provided that if the annual operating budget or annual cash flow budget is modified in a manner which, in CIA's judgment, could materially interfere, impede or impair the

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ability of CIA to manage, operate or promote the Coliseum, CIA shall have the right to terminate this Agreement pursuant to Section 15 and provided further that CIA shall not be construed to have breached its obligations under this Agreement if such alleged breach has been caused by the limitations in the Fiscal Year's budgets.

5.6 Receipts and Disbursements.

CIA shall establish and maintain in one or more depositories one or more operating, payroll and other bank accounts for the promotion, operation and management of the Coliseum. All revenues collected by CIA from the operation of the Coliseum shall be deposited into such accounts and Operating Expenses (other than Operating Expenses to be paid from an account described in Section 5.7) shall be paid by CIA from such accounts. All revenues collected by CIA arising from operation of the Coliseum, including revenues from box office sales, Coliseum or equipment rentals, utility rental agreements, food and beverage concessions, or any other source are the sole property of the City. Any amounts remaining in such accounts upon termination of this Agreement for any reason, after payment of all outstanding Operating Expenses, shall be promptly paid by CIA to the City. The City shall have the right to review such accounts and to request and review bank statements to the same extent as CIA.

5.7 Ticket Sales Revenues.

CIA shall hold in a separate interest-bearing account in a banking institution depository in the City of Bloomington, Illinois any ticket sale revenues which it receives with respect to an event to be held at the Coliseum pending the completion of the event. Such monies are to be held for the protection of ticket purchasers, the City and CIA, and to provide a source of funds, as required for such payments to performers and promoters and for such payments of Operating Expenses in connection with the presentation of events as may be required to be paid contemporaneously with the event. Following the satisfactory completion of the events, CIA shall make a nightly deposit into the operating account(s) established pursuant to Section 5.6 above of the amount in such account and shall pay from the operating account Event Expenses and provide the City with a full event settlement report. Interest which accrues on amounts deposited in the operating account(s) referred to in Section 5.7 and the ticket account referred to above shall be considered Revenues. Bank service charges, if any, on such account(s) shall be considered Operating Expenses.

5.8 Capital Improvements: Capital Equipment.

The obligation to pay for, and authority to perform, direct and supervise Capital Improvements and Capital Equipment purchases (defined as equipment costing more than \$5,000.00 and services costing more than \$5,000.00, as adjusted by the CPI Index) shall remain with the City, and will not be considered Operating Expenses. The annual management plan submitted pursuant to Section 8.2 shall include CIA's recommendation for Capital Improvements and Capital Equipment purchases to be accomplished during the year and shall be accompanied by an estimate of the cost of all such items and projects and a request that the City budget funds therefore. The

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City shall retain the discretion to determine whether and to what level to fund Capital Improvements and Capital Equipment purchases to the Coliseum.

5.9 Limitation of CIA Liability.

Notwithstanding any provision herein to the contrary and except for CIA's express indemnification undertakings in Section 11.1 and its express reimbursement undertakings in Section 8.1 (b), and financial obligations pursuant to Section 2 hereof, CIA shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Coliseum, including, specifically, any pre-opening expenses incurred during the Pre-Opening Period as set forth in the Pre-Opening Budget. Notwithstanding anything to the contrary set forth in this Agreement, the City recognizes and agrees that performance by CIA of its responsibilities under this Agreement is in all respects subject to and conditioned upon the timely provision of funds to CIA for such purposes as hereinafter provided. In addition, any financial forecasts or projections made by CIA under this Agreement pertaining to the Coliseum (including without limitation operating expenses, advertising sales, and other revenues) are, or will be, made in good faith by CIA based upon its experience at other facilities which are as comparable as possible to the Coliseum; however, given the individual characteristics of each the Coliseum and the uncertainty associated with future events and/or market conditions, the actual financial results obtained may vary from such financial forecasts or projections, and such forecast and projections shall not be construed as a representation, warranty or guarantee by CIA of the actual financial results to be obtained.

5.10 Funds for Emergency Repairs.

CIA shall have the right to act, with the consent of the City, in situations which CIA reasonably determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending and committing funds held in the operating account(s) of the Coliseum, even if such expenses are not budgeted; provided, however, CIA shall have no obligation under any circumstance to spend or commit funds other than funds then available in such accounts for any such purpose. Immediately following such action, CIA shall inform the City of the situation and the action(s) taken, and the City shall pay into such account(s) the amount of funds, if any, spent or committed by CIA pursuant to this Section 5.10 in excess of budgeted amounts.

6. Concessions and Merchandise.

6.1 Capital Contribution.

Pursuant to Section 2.2 hereof, CIA shall contribute an amount not to exceed \$1,000,000 to provide the Coliseum with commercially reasonable food and beverage and merchandise related equipment, all as set forth in such provision. Title to such equipment shall remain with CIA. In the event of a termination of this Agreement, the City shall have the right to purchase the equipment at fair market value as may reasonably be determined by the parties.

6.2 Budget and Design.

CIA will work with the City to prepare, and mutually agree upon, a budget for the Capital Improvements and Capital Equipment to be funded with such contribution, along with the scope of work to be performed thereunder, the supervision of tasks and the estimated time frames for the projects listed in such budget. CIA shall additionally work with the Design/Build Team to develop a full food, beverage and merchandise program for the Coliseum. Final design, schematic and construction drawings will be the responsibility of the Design/Build Team, and the cost of installation will be a project cost. CIA will provide initial drawings and will oversee installation.

6.3 Scope.

CIA shall have the exclusive right to operate all food, beverage and merchandise concessions in the Coliseum, unless otherwise agreed, specifically excluding the public ice rink.

6.4 Payment to the Coliseum.

CIA will make payments to the Coliseum as follows:

Food and Beverage Sales

| | |
|----------------|-----|
| \$0 - 1.0M | 32% |
| \$0- 1.2M | 34% |
| \$0- 1.8M | 38% |
| \$0- 2.5M | 42% |
| Suite sales | 15% |
| Catering sales | 15% |

Such payments will be deposited under Section 5.6 within three business days after receipt. The foregoing payments to the Coliseum will be paid as a percentage of Gross Receipts, defined as total revenues from food and beverage sales, less sales and other taxes, service charges, employee meals, and reduced or at-cost items per Fiscal Year.

6.5 Food Prices and Menus.

CIA will in its reasonable discretion, determine menus and food prices based on industry standards. The City may require modifications of such menus and prices only on a commercially reasonable basis.

6.6 Utilities.

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CIA will be responsible for the cleaning of the kitchen and food preparation areas. Utilities and cleaning expenses, including rubbish removal, will be from the account of the Coliseum.

6.7 Sponsorships/Local Vendors.

CIA shall encourage participation by local vendors in the food and beverage services of the Coliseum. CIA shall have full responsibility for the negotiation of any such contracts, including the allocation and determination of the value of related sponsorships and food and beverage costs.

6.8 Sales of Merchandise.

All sales of merchandise relating to teams with license agreements with the Coliseum will be in accordance with the terms of such license agreements, all as approved by the City and, accordingly, will be for the full account of the teams as to revenues and expenses. With respect to all other merchandise sold at the Coliseum, the Coliseum Fund shall receive 10% of the gross revenues, less sales and other similar levied charges.

7. Sponsorship; Premium Seating; Naming Rights.

7.1 Sponsorship.

CIA shall, on behalf of the City and the Coliseum, have the sole and exclusive right to sell all sponsorship and advertising relating to the Coliseum, including but not limited to, all fixed and movable signage of any type, concourse and inner-bowl signage and Coliseum-related signage of the hockey and football tenants ("Sponsorship Inventory"). Such Sponsorship Inventory shall be under the exclusive control of CIA, on behalf of the City. The Coliseum will retain all proceeds from such sponsorship sales, less (i) industry standard commissions of 10%, (ii) cost of sales and (iii) payments to the hockey and football tenants in accordance with their respective License Agreements. The hockey and football teams will retain its own revenues that it generates from dasher boards, ice/field logos, program ads, and other sponsorship opportunities with the approval of CIA.

7.2 Premium Seating.

CIA shall, on behalf of the City and the Coliseum, have the sole and exclusive right and responsibility to sell the suites and club seats that are part of the Coliseum program. The Coliseum shall retain all proceeds of such sales, less (i) industry standard commissions of 10%, (ii) cost of sales and (iii) payments to the hockey and football tenants, and other tenants whether single event or otherwise if so determined, with respect to the ticket value component of such sales, in accordance with their respective License Agreements. CIA shall guarantee the City the sale of 22 suites sold by the Coliseum's opening night and will secure the remaining two suites by similar long-term contracts or by leasing the suites on an event-by-event basis. The parties

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hereto recognize that the consideration for certain suite or other licenses may be in the form of "trade" or other vendor relationships with the Coliseum and/or its tenants. In each such instance, amounts shall be allocated to the respective licenses based on commercially reasonable valuations determined by good faith discussions by the parties hereto.

7.3 Naming Rights.

Pursuant to Section 2.1 hereof, and as indicated in "Exhibits C & D" attached hereto and incorporated herein by reference, CIA has sold the Naming Rights to the Coliseum to United States Cellular Corporation and Pepsi-Cola General Bottlers, Inc d/b/a Pepsi Americas. The City, by approving this Management Agreement, hereby approves such sale; and in the event that such further and additional sales of naming rights, the City shall have the right to approve the identity of such naming rights entity; such approval to be withhold, however, only (i) in the event that the City reasonably determines that the business, character or reputation of the entity is inconsistent with the community values of the City of Bloomington or (ii) the entity does not have the financial capability to meet its obligations under the Naming Rights Agreement. All cash proceeds from the sale of Naming Rights up to \$200,000.00 annually shall be held for the Coliseum Fund; all cash amounts exceeding \$200,000.00 per Fiscal Year shall be deposited and distributed in accordance with the terms and conditions of Section 10.3 hereof.

8. Records, Audits and Reports.

8.1 Records and Audits.

(a) CIA shall keep full and accurate accounting records relating to its activities at the Coliseum in accordance with generally accepted United States accounting principles. CIA shall maintain a system of bookkeeping adequate for its operations hereunder. CIA shall give the City's authorized representatives access to such books and records maintained at the Coliseum during reasonable business hours and upon reasonable advance notice as often as the City shall deem reasonably necessary or appropriate. CIA shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Revenues and Operating Expenses for such period. In addition, on or before April 1 following each Fiscal Year for which CIA is managing the Coliseum hereunder, CIA shall furnish to the City a balance sheet, a statement of profit or loss and a statement of cash flows for the Coliseum, for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor's report of a recognized, independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of financial records kept by CIA and of amounts due to the Coliseum Fund. The audit shall also provide a certification of Revenues and Operating Expenses as defined in this Agreement for such Fiscal Year. The audit shall be conducted by a reputable firm selected by CIA with City approval. The City shall not withhold or delay such

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consent or approval unreasonably. Notwithstanding anything to the contrary herein, the costs of such audit shall be deemed Operating Expenses.

(b) The City shall have the right at any time, and from time to time, to cause recognized independent auditors to audit all of the books of CIA relating to Revenues and Operating Expenses, including, without limitation, bank books, sales slips, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense. If any such audit demonstrates that the Revenues or Operating Expenditures reflected in any financial statements prepared by CIA and audited as specified in the foregoing subparagraph (a) are understated (in the case of Operating Expenses) or overstated (in the case of Revenues), in either case by more than five percent (5%), CIA shall pay to the City the reasonable cost of such audit and shall promptly refund to the City any portion of the Incentive Fee (defined in Section 10.2) paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be. The City's right to have such an audit made with respect to any Fiscal Year and CIA's obligation to retain the above records shall expire three (3) years after CIA's statement for such Fiscal Year has been delivered to the City.

(c) The parties shall cooperate in any audits conducted pursuant to (a) or (b) above.

8.2 Annual Plan.

(a) CIA shall provide to the City on or before September 1 of each year, an annual management plan, which shall include the annual operating budget described in Section 5.3 for the next Fiscal Year. The annual plan shall include information regarding CIA's anticipated operations for such Fiscal Year, including planned operating maintenance activities by CIA, requested Capital Improvements and Capital Equipment purchases and an anticipated budget therefore, anticipated events at the Coliseum, anticipated advertising and promotional activities, and planned equipment and furnishings purchases. The annual plan shall be subject to review, revision and approval by the City. Following review and revision by the City, CIA shall have thirty (30) days to incorporate the City's revisions into its plan. Upon approval by the City, such annual plan shall constitute the operating program for CIA for the following Fiscal Year.

8.3 Monthly Reports.

By the twenty-fifth day of each month, CIA shall provide to the City a written monthly report in a form approved by the City and similar to that used in other CIA managed facilities setting out the Coliseum's anticipated activities for the upcoming month and reporting on the prior month's activities and finances.

8.4 Event Report.

CIA shall provide to the City, after each event, a report showing the amount of revenue attributable to specific activities conducted by CIA in connection with that

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event, such as ticket sales, concessions, merchandise sales, and parking fees. Such report shall be submitted to the City no later than 3 business days after the event.

9. Employees.

9.1 CIA Employees.

(a) CIA shall select, train and employ at the Coliseum such number of employees as CIA deems necessary or appropriate to satisfy its responsibilities hereunder CIA shall use its best efforts to recruit employees who will be proficient, productive, and courteous to patrons, and CIA shall have authority to hire, terminate and discipline any and all personnel working at the Coliseum.

(b) CIA shall assign to the Coliseum a competent, full-time general manager who shall have no duties other than the day-to-day operation and management of the Coliseum, and a full-time marketing executive to direct, among other things, all sales of sponsorships, premium seating and the resale of naming rights. Prior to CIA's appointment of such general manager and marketing executive, CIA shall consult with the City with respect to the qualifications of each of the general manager and marketing executive proposed by CIA.

(c) CIA employees at the Coliseum shall not for any purpose be considered to be employees of the City, and CIA shall be solely responsible for their supervision and daily direction and control and for setting and paying as an Operating Expense, their compensation (and federal income tax withholding) and any employee benefits, and all costs related to their employment shall be an Operating Expense.

9.2 No Solicitation or Employment by City.

During the period commencing on the date hereof and ending one (1) year after the termination of this Agreement, except with CIA's prior written consent, the City will not, for any reason, solicit for employment, or hire, the general manager, assistant general manager and any director level employee (e.g. director of sales or operations). In addition to any other remedies which CIA may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

10. Compensation.

10.1 Management Fee.

As base compensation to CIA for providing the services herein specified during the Term and any Renewal Terms, the City shall pay CIA during the Term and a Renewal Term, if any, an annual fee ("Base Fee") representing 4% of the Gross Revenues, as hereinafter defined, of the Coliseum. Gross Revenues shall be all revenues actually received by the Coliseum under Section 5.6 during such Fiscal Year, less any sales or other similar taxes imposed on such revenues. The Base Fee will be paid on a pro rata

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monthly basis, such monthly amounts to be calculated based upon annual budgeted revenues in accordance with the mutually agreed budget established prior to each Fiscal Year in accordance with this Agreement. In the event that amounts paid on a monthly basis either exceed or are less than the actual amount due as a Base Fee for a given Fiscal Year, such differential shall be reimbursed to the City or paid to CIA, as the case may be, within 30 days of receipt of the relevant settlement calculation for such Fiscal Year.

10.2 Incentive Fee.

In any Fiscal Year during the Term or any Renewal Terms, CIA shall be entitled to a 20% share of the Coliseum's Operating Revenue, as hereinafter defined. Operating Revenue for this purpose shall be Gross Revenues, as defined in Section 10.1, less all sales and other applicable use taxes, Operating Expenses, debt service and Incentive Fund payments as defined in Section 10.3 below. The Incentive Fee determined pursuant to this Section 10.2 shall be payable to CIA within 30 days after the City's receipt of an invoice from CIA accompanied by an annual statement certified by one of its officers setting forth the Operating Revenues for the previous Fiscal Year and showing in reasonable detail the basis of the calculation of the Incentive Fee payable with respect to such Fiscal Year.

10.3 Incentive Account.

Any resale of naming rights resulting in cash and trade proceeds in excess of \$200,000 per Fiscal Year shall be contributed to an incentive account (the "Incentive Account") and divided equally between the City and CIA (such payments to CIA constitute the Incentive Fee). Proceeds from the Incentive Account, if any, shall be paid to the respective parties no later than 30 days from the date of the final settlement or reconciliation and pursuant to the procedure identified in Section 10.2 above.

11. Indemnification and Insurance.

11.1 Indemnification.

(a) CIA shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from (x) any material default or breach by CIA of its obligations specified herein or (y) bodily and personal injury or death to any persons, including invitees, licensees and trespassers or damage to the property received or sustained by any persons to the extent caused by the negligent acts or omissions of CIA in the performance of this Agreement; provided, however, that the foregoing indemnification obligations shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the City of its obligations hereunder and/or the negligent acts of the City, its officers, agents, and employees, (ii) are caused by or arise out of the services provided by the general contractors, subcontractors, architects, engineers and other agents (other than CIA) retained by the City in connection with the development, construction of the

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Coliseum or Capital Improvements or Capital Equipment purchases at the Coliseum, (iii) arise from the fact that at any time prior to, as of, or after the commencement of the Term the Coliseum has not been or will not be operated, or the Coliseum and its premises are not, have not been or will not be, in compliance with all federal, state, local, and municipal laws, statutes, regulations, ordinances, and constitutional provisions (collectively, the "Laws"), including, but not limited to the Americans with Disabilities Act, except to the extent that such noncompliance directly results from the failure of CIA to follow any of its obligations specified herein, (v) arise from the fact that prior to, as of, or after the commencement of the Term there is any condition on, above, beneath, or arising from the premises occupied by the Coliseum which might, under any Law, give rise to liability or which would or may require any "response," "removal," or "remedial action" (as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act), except to the extent that CIA is directly responsible for the creation of the condition in question, or (vi) arise from any structural defect or unsound condition with respect to the Coliseum or the premises occupied by the Coliseum prior to, as of, or after the commencement of the Term, except to the extent directly caused by the failure of CIA to follow any of its obligations specified herein.

(b) The provisions set forth in subparagraph (a) above shall survive the completion of all services of CIA under this Agreement or the termination of this Agreement.

(c) The foregoing indemnification right shall be the exclusive remedy of the City (other than any right to terminate this Agreement pursuant to Section 15) arising from any breach of, default under or performance pursuant to this Agreement.

11.2 Liability Insurance.

(a) CIA shall secure and deliver to the City Manager prior to the commencement of the Management Term hereunder and shall keep in force at all times during the term of this Agreement, a commercial liability insurance policy, including public liability and property damage, covering the premises, the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and One Million Dollars (\$1,000,000.00) for property damage, including products and completed operations, personal and advertising liability and independent contractors. CIA shall also maintain (i) fire legal liability insurance in the amount of \$50,000 per occurrence and (ii) umbrella liability insurance with a limit of Five Million Dollars (\$5,000,000).

(b) CIA shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by CIA officers, agents and employees in connection with the Coliseum, whether owned by CIA, the City, or otherwise, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Certificates evidencing the existence of the above policy, or policies, all in such form as the City may reasonably require, shall be delivered upon request to the City

prior to the commencement of this Agreement and periodically upon request thereafter. In addition, concurrently with the furnishing of each certificate of insurance under this Section 8.2(d), CIA shall, upon request by the City, furnish the City with a report of an independent insurance broker, signed by an officer of the broker, stating that in the opinion of such broker, the insurance then carried is in accordance with the terms of this Section 8 applicable to those policies. Notwithstanding the provisions of this Section 11.2(d), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to the City Manager, at the address of the City Manager as provided thereby, sent by certified mail, return receipt requested."

(d) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to the City Manager at least twenty (20) days after a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(e) Except as provided in Section 11.5 (b), all insurance procured by CIA in accordance with the requirements of this Agreement shall be primary over any insurance carried by the City and not require contribution by the City.

11.3 Workers Compensation Insurance.

CIA shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Illinois State Compensation Insurance Fund or through an authorized self-insurance plan approved by the State of Illinois, insuring its employees at the Coliseum in amounts equal to or greater than required under Illinois law. CIA shall carry employer's liability policies in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) with an excess umbrella policy covering amounts in excess of Five Hundred Thousand Dollars (\$500,000) up to Five Million Dollars (\$5,000,000.00).

11.4 Fidelity Bond.

CIA shall provide to the City a Fidelity Bond covering all of CIA's personnel under this Agreement in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the City for losses experienced due to the omissions or dishonest acts of CIA's employees.

11.5 Property Insurance.

(a) CIA shall maintain sufficient property damage or loss insurance to cover personal property owned by the City and CIA at the Coliseum and shall maintain such insurance throughout the term of this Agreement. CIA shall maintain business interruption and loss of rent insurance for its operations. At least forty-five (45) days prior to the commencement of the Management Term hereunder, the City shall

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provide to CIA a schedule of declaration of values at replacement cost for the personal property owned by the City at the Coliseum.

(b) The City shall, subject to Section 5.2, maintain its current property insurance covering the premises of the Coliseum. In addition, the City shall, with respect to the Losses covered by such property and hazard insurance and business interruption and extra expenses insurance, waive any subrogation rights that it may have against CIA, its partners and their respective officers, employees and agents, whether or not the City self-insures for the Losses covered by such insurance.

(i) The original or a certified copy of the above policy, or policies referred to in Section 11.5(b) (with all required policy' endorsements), plus certificates evidencing the existence thereof, all in such form as CIA may reasonably require, shall be delivered to CIA prior to the commencement of this Agreement. Notwithstanding the provisions of this Section 11.5(b), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to CIA." The original or a certified copy of the policies referred to in Section 11.2, 11.3 and 11.5 (a) (with all required policy' endorsements), plus certificates evidencing the existence thereof, all in such form as the City may reasonably require, shall be delivered to the City at appropriate times. Notwithstanding the provisions of this Section 11.5(a), the parties hereto acknowledge that the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to the City."

(ii) A renewal binder of coverage (or satisfactory evidence of such renewal) shall be delivered to CIA or the City, as the case may be, at least twenty (20) days after a policy's expiration date except for any policy expiring on the Termination date of this Agreement or thereafter.

11.6 Certain Other Insurance.

If CIA enters into any agreements during the Term with any independent contractors for the provision of services hereunder, CIA shall have the right to require such contractors to name CIA as an additional insured under any insurance required by CIA thereunder and to deliver to CIA prior to the performance of such services a certified copy of such policy, plus a certificate evidencing the existence thereof, which policy contains the same type of endorsements and provisions as provided in Sections 8.5(b)(i) and (ii).

12. Ownership of Assets.

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12.1 Ownership.

With the exception of concession equipment acquired by CIA pursuant to Section 2 hereof, the ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Coliseum shall remain with the City. Ownership of and title to all intellectual property rights of whatsoever value held in the City's name shall remain in the name of the City. The ownership of consumable assets (such as office supplies and cleaning materials) purchased with Revenues or City funds shall remain with the City, but such assets may be utilized and consumed by CIA in the performance of services under this Agreement. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and software owned by CIA shall remain with CIA. CIA shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the City for the use of the Coliseum, unless written consent is granted by the City. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property and other personal property purchased by CIA with City funds for use at and for the Coliseum shall vest in the City automatically and immediately upon purchase or acquisition. The assets of the City as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned without the prior approval of the City.

12.2 City Obligations.

Except as herein otherwise set forth, throughout the Term of this Agreement, the City will maintain full beneficial use and ownership of the Coliseum and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Coliseum to which the City may be bound.

13. Assignment; Affiliates.

13.1 Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. Notwithstanding the foregoing, CIA may, upon sixty (60) days written notice to the City, assign all or any part of its rights hereunder to subsidiaries or affiliates under the direct control of CIA ("Affiliates") provided that (i) such Affiliates possess substantially the same degree of expertise and quality of personnel as originally provided under this Agreement, and (ii) such assignment shall be at no increased cost to the City. It is understood by the City and CIA that CIA may undertake the ownership and operation of the concession equipment to be purchased by CIA pursuant to Section 2 hereof through a separate legal entity. Such entity will be an Affiliate of CIA and will assume all obligations of CIA hereunder. The City agrees to assist in the execution of any necessary or appropriate documentation to effectuate such transaction.

14. Laws and Permits.

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14.1 Permits, Licenses, Taxes and Liens.

CIA shall use reasonable efforts to procure any permits and licenses required for the business to be conducted by-it hereunder. The City shall cooperate with CIA in applying for such permits and licenses. CIA shall deliver copies of all such permits and licenses to the City. CIA shall pay promptly, out of the accounts specified in Section 5.6, all taxes, excises, license fees and permit fees of whatever nature arising from its operation, promotion and management of the Coliseum. CIA shall use reasonable efforts to prevent mechanic's or materialman's or any other lien from becoming attached to the premises or improvements at the Coliseum, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman, so long as the work, labor or material was provided at CIA's direction and the City has supplied funds for the payment of charges therefore in accordance with this Agreement. All work contracted by CIA to be done for the Coliseum shall be in accordance with the City's Prevailing Wage Resolution, as from time to time amended by the City.

14.2 Governmental Compliance.

CIA, its officers, agents and employees shall comply with all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions (collectively, "Laws") applicable to CIA's management of the Coliseum hereunder, including without limitation Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this Section 14.2 or elsewhere in this Agreement shall, however, require CIA to undertake any of the foregoing compliance activity, nor shall CIA have any liability under this Agreement therefore, if such activity requires any Capital Improvements or Capital Equipment purchases, unless the City provides funds for such Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 hereof. Furthermore, CIA shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Coliseum to comply, and to be financially responsible for compliance, with Title III of the in connection with any activities of such licensee, lessee, tenant, promoter or user at the Coliseum.

14.3 No Discrimination in Employment.

In connection with the performance of work under this Agreement, CIA shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, unlawfully because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

15. Termination.

15.1 Termination Upon Default.

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Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if (i) such party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other party, or (iii) with respect to CIA, if CIA fails to maintain the Naming Rights L/C in accordance with Section 2.1 hereof. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default.

15.2 Termination Other than Upon Default.

(a) CIA shall have the right to terminate this Agreement upon sixty (60) days written notice to the City (i) under the circumstances described in Sections 5.3, 5.4 or 5.5 hereof, or (ii) if the City fails to make Capital Improvements or Capital Equipment purchases at the Coliseum to the extent that such omission, in CIA's judgment, materially interferes with, impedes or impairs the ability of CIA to manage the Coliseum effectively.

15.3 Effect of Termination.

In the event this Agreement expires or is terminated, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Sections 5.6 and 5.7 and to the extent such funds are not sufficient, the City shall pay all such Operating Expenses and shall indemnify and hold CIA harmless therefrom, and (ii) the City shall promptly pay CIA all fees earned to the date of expiration or termination (the Base and Incentive Fees described in Section 10 hereof being subject to proration), provided that the City shall be entitled to offset against such unpaid fees any damages (actual, not consequential) directly incurred by the City in remedying any default by CIA hereunder which resulted in such termination (other than the fees or expenses of any replacement manager for the Coliseum), and (iii) the City shall pay, or cause any successor management company to pay, to CIA unconditionally and without set-off the unamortized amount of the CIA Capital Contribution pursuant to Section 2 hereof. Upon a termination pursuant to Section 15.1, all further obligations of the parties hereunder shall terminate except for the obligations in this Section 15.3, 9.2, 11.1 and 15.4; provided, however, that if such termination is the result of a willful default, the nondefaulting party exercising its right to terminate this Agreement shall be entitled to recover damages for breach arising from such willful default.

15.4 Surrender of Premises.

Upon termination of this Agreement (termination shall, for all purposes in this Agreement, including termination pursuant to the terms of this Section 15.4 and any expiration of the term hereof), CIA shall surrender and vacate the Coliseum upon the

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(b) If any dispute between the parties has not been resolved pursuant to Section 16.2(a) above, the parties will endeavor to settle the dispute by mediation under the then current Coliseum for Public Resources ("CPR") model procedure for mediation of business disputes or, if such model procedure no longer exists, some other mutually agreeable procedure. Within ten (10) business days from the date that the parties cease direct negotiations pursuant to Section 13.2(a) above, the City shall select a neutral third party mediator, who shall be subject to the reasonable approval of CIA. Each party will bear its own cost of mediation; provided, however, the cost charged by any independent third party mediator will be borne equally by the parties. Venue for all mediation and arbitration proceedings shall be in Bloomington, IL.

(c) The parties agree that any mediation proceeding (as well as any discussion pursuant to Section 16.2(a) above) will constitute settlement negotiations for purposes of the federal and state rules of evidence and will be treated as non-discoverable, confidential and privileged communication by the parties and the mediator. No stenographic, visual or audio record will be made of any mediation proceedings or such discussions. All conduct, statements, promises, offers and opinions made in the course of the mediation or such discussion by any party, its agents, employees, representatives or other invitees and by the mediator will not be discoverable nor admissible for any purposes in any litigation or other proceeding involving the parties and will not be disclosed to any third party.

(d) The parties agree that this mediation procedure will be obligatory and participation therein legally binding upon each of them. In the event that either party refuses to adhere to the mediation procedure set forth in this Section 16.2, the other party may bring an action to seek enforcement of such obligation in any court of competent jurisdiction.

(e) The parties' efforts to reach a settlement of any dispute will continue until the conclusion of the mediation proceeding. The mediation proceeding will be concluded when: (i) a written settlement agreement is executed by the parties, or (ii) the mediator concludes and informs the parties in writing that further efforts to mediate the dispute would not be useful, or (iii) the parties agree in writing that an impasse has been reached. Notwithstanding the foregoing, either party may withdraw from the mediation proceeding without liability therefore in the event such proceeding continues for more than ninety (90) days from the commencement of such proceeding. For purposes of the preceding sentence, the proceeding will be deemed to have commenced following the completion of the selection of a mediator as provided in Section 16.2(b).

(f) If any dispute has not been resolved pursuant to the foregoing, either party can submit the dispute to binding arbitration as provided below (the "Arbitration") and/or terminate the Agreement as provided in Section 15 hereof. The Arbitration shall be held in the City of Bloomington, Illinois before an arbitrator or a panel of arbitrators whose number shall be determined, and who shall be selected, in accordance with the rules of the American Arbitration Association ("AAA"). The then current Commercial Arbitration Rules of the AAA will apply to the Arbitration

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(g) Notwithstanding the foregoing, the following shall apply to the Arbitration:

(i) Each arbitrator shall be neutral, independent, disinterested, impartial and shall abide by the Canon of Ethics of the American Bar Association for neutral, independent arbitrators. An arbitrator shall be subject to disqualification in an appointing party, either before or after the appointment, asks for the views of the arbitrator or makes an *ex parte* disclosure of significant facts or themes of the dispute beyond what is appropriate for the arbitrators' conflict check and revelation of his qualifications for the case. There shall be no *ex parte* communications with an arbitrator either before or during the arbitration, relating to the dispute or the issues involved in the dispute or the arbitration's views on any such issues.

(ii) It is the intention of the parties to expedite the resolution of the Arbitration. In that connection, the arbitrator(s) shall commit the time and priority of claim on his or their time so as to expedite the case. The arbitrator or if applicable, the chairman of the panel is directed to assume case management initiative and control to schedule the case early and reasonably to expedite the case toward full resolution promptly. The arbitrator or if applicable, the panel shall render the award within fifteen (15) days of the close of evidence or any post-evidence briefing.

(iii) The arbitrator shall have the authority to exclude evidence deemed to be irrelevant, redundant to prejudicial beyond its probative value and is instructed to exercise that authority consistently with expediting the proceeding reasonably. The parties explicitly agree that exclusion of evidence by the arbitrator on ground of irrelevance, redundancy, or prejudicial beyond its probative value shall not be grounds of failure to confirm and enforce the award.

(iv) If the Arbitration results in a determination by the arbitrator(s) that a default has occurred under this Agreement, then the provisions of Section 11 and 15 hereof shall govern the damages or other remedies that may be implemented or ordered by the arbitrator(s). Neither the requirement to utilize nor the pendency of any procedures under this Section 16.2 shall in any way invalidate any notices or extend any cure periods applicable to any default under Section 15.1

(h) The procedure specified in this Section 16.2 shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that (i) a party, without prejudice to the above procedures, may file a complaint to seek a preliminary injunction or other provisional judicial relief, if in its sole discretion such action is necessary to avoid irreparable damage or to preserve the status quo ("Equitable Litigation") or (ii) any party may institute legal proceedings in a court of competent jurisdiction to enforce judgment upon an Arbitration award in accordance with applicable law. Despite such action,

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the parties will continue to participate in good faith in the procedures specified in this Section 16.2.

(i) Any interim or appellate relief granted in such Equitable Litigation shall remain in effect until the alternative dispute resolution procedures described in this Section 16.2 concerning the dispute that is the subject of such Equitable Litigation result in a settlement agreement or the issuance of an Arbitration award. Such written settlement agreement or Arbitration award shall be the final, binding determination on the merits of such dispute, shall supersede and nullify any decision in the Equitable Litigation, and shall preclude any subsequent litigation on such merits, notwithstanding any determination to the contrary in connection with any Equitable Litigation granting or denying interim relief or any appeal therefrom.

(j) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 16.2 are pending. The parties will take such action, if any, required to effectuate such tolling. Each party shall be required to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless to do so would be impossible or impracticable under the circumstances.

16.3 No Partnership or Joint Venture.

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and CIA. None of the officers, agents or employees of CIA shall be or be deemed to be employees of the City for any purpose whatsoever.

16.4 Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.

16.5 Written Amendments.

This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

16.6 Force Majeure.

(a) No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain

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materials., supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Law.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to CIA shall be claimed by the City or charged against CIA, nor shall CIA be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) In the event of damage to or destruction of the Coliseum, by reason of fire, storm or other casualty or occurrence of any nature or any regulatory action or requirements that, in either case, is expected to render the Coliseum materially untenable, notwithstanding the City's reasonable efforts to remedy such situation, for a period estimated by an architect selected by the City at the request of CIA of at least one hundred eighty (180) days from the happening of the fire, other casualty or any other such event, either party may terminate this Agreement upon written notice to the other.

(e) CIA may suspend performance required under this Agreement, without any further liability, in the event of any act of God or other occurrence, which act or occurrence is of such effect and duration as to effectively curtail the use of the Coliseum so as effect a substantial reduction in the need for the services provided by CIA for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, CIA shall have the right to suspend performance retroactively effective as of the date of the use of the Coliseum was effectively curtailed. "Substantial reduction in the need for these services provided by CIA" shall mean such a reduction as shall make the provision of any services by CIA economically impractical. No payments of the management fees otherwise due and payable to CIA shall be made by the City during the period of suspension. In lieu thereof, the City and CIA may agree to a reduced management fee payment for the period of reduction in services required.

16.7 Binding Upon Successors and Assigns: No Third-Party Beneficiaries.

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(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

16.8 Notices.

Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefore as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

16.9 Section Headings and Defined Terms.

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

16.10 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

16.11 Severability.

The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

16.12 Non-Waiver.

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A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

16.13 Certain Representations and Warranties.

(a) The City represents and warrants to CIA the following: (i) all required approvals have been obtained, and the City has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) CIA represents and warrants to the City the following: (i) all required approvals have been obtained, and CIA has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by CIA and constitutes a valid and binding obligation of CIA, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

16.14 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to otherwise applicable principles of conflicts of law.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF BLOOMINGTON

[Signature]
Its City Clerk

By: [Signature]
Name: Stephen F. Ostockton
Title: Mayor

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN**

| | | |
|----------------------------------|---|----------------|
| PEOPLE OF THE STATE OF ILLINOIS, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 17-CF-1025 |
| |) | |
| JOHN Y. BUTLER, |) | |
| |) | |
| Defendant. |) | |

SUBPOENA DUCES TECUM

TO: Citizens Equity First Credit Union (CEFCU)
c/o Amy Trent
P.O. Box 1715
Peoria, IL 61656-1715

FILED
JAN 17 2018
COUNTY
CIRCUIT CLERK

YOU ARE COMMANDED to produce certain items or evidence for examination by the parties or the Court to be considered as evidence in the above-captioned proceedings now pending before the Circuit Court for the Eleventh Judicial Circuit, County of McLean, State of Illinois. This ***Subpoena Duces Tecum*** outlines what you are required to do.

YOU ARE COMMANDED to identify, locate, and produce the following items or evidence:

Any and all documents or records created or received by you regarding or related to the seizure, freezing, or turnover of accounts held in the names of John Y. Butler, Central Illinois Arena Management (CIAM), or BMI Concessions, Inc., including any and all communication between CEFCU and the Illinois State Police, or any other investigatory agencies.

The documents or records referenced above shall include, but not necessarily be limited to, records or documents stored in any format (including without limitation in tangible object form, paper form, photographic form, or electronic form), transmitted via any method (including without limitation transmission via oral communication or conversation, hand-delivery, postal mail, other common carrier, facsimile, electronic mail or other electronic means of delivery, etc.), and created and/or maintained or stored in any form, such as notes (including without limitation handwritten notes, typewritten notes, etc.), letters (including without limitation handwritten letters, memoranda (including without limitation file memoranda, intra-office memoranda, inter-office memoranda, etc.), facsimiles (including cover sheets), text messages, electronic mail messages, social media messages of any kind (including without limitation via Facebook, Twitter, etc.), reports, summaries, photographs, drawings or sketches, diagrams, audio

recording, video recordings, other electronic recordings of any kind, and any and all other forms of communications or documentation of communications (including notes or summaries of oral conversations).

The applicable period for documents encompassed by this Category No. 1 shall be from November 4, 2007, through the date of production.

YOU ARE FURTHER COMMANDED to produce the foregoing items or evidence by delivering them to the following judicial officer.

The Honorable Robert L. Freitag
Circuit Judge
McLean County Law & Justice Center
104 West Front Street
Bloomington, IL 61701

YOU ARE FURTHER COMMANDED to appear before the foregoing judicial officer at **9 A.M. on January 30, 2018**, to produce and deliver the above-identified items or evidence in Courtroom 5A, or the courtroom to which you are directed by courthouse personnel on that date. Please note, however, that your appearance in court is not required on this date if you produce and deliver the foregoing documents to the specified judicial officer on or before the date and time listed above. If you have questions or wish to make arrangements for the delivery to the foregoing judicial officer of responsive items and documents encompassed by this ***Subpoena Duces Tecum***, then you may contact the Office of the Circuit Clerk of McLean County, Illinois, at (309) 888-5301.

If you have questions about the scope of this ***Subpoena Duces Tecum***, then you may contact the undersigned attorney. You may not, however, deliver the responsive items or evidence to the undersigned attorney; instead, the responsive items or evidence must be delivered only to the foregoing judicial officer.

If the responsive items or documents are voluminous, then you may elect to provide the responsive items or documents in an electronic format (i.e., on a DVD, flash drive, etc.).

FAILURE TO COMPLY WITH THE TERMS OF THIS SUBPOENA MAY SUBJECT YOU TO PUNISHMENT FOR CONTEMPT OF COURT.

As an officer of the Court, the undersigned attorney at law, who is admitted to practice in the State of Illinois, hereby issues this ***Subpoena Duces Tecum*** on behalf of the Circuit Court.

Dated: Jan. 11, 2018

On behalf of the Circuit Court by



J. STEVEN BECKETT, Attorney at Law

Prepared by:

J. STEVEN BECKETT

BECKETT LAW OFFICE, P.C.

508 South Broadway Avenue

Urbana, IL 61801

Office: (217) 328-0263

E-mail: Steve@beckettlawpc.com

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

THE PEOPLE OF THE
STATE OF ILLINOIS

VS.

JOHN BUTLER,
Defendant.

)
)
)
)
)
)

No. 2017-CF-1025

McLEAN

FILED

JAN 03 2018

CIRCUIT CLERK

COUNTY

MOTION TO DISQUALIFY CONFLICTED TRIAL COUNSEL

Now comes the People of the State of Illinois by and through Adam W. Ghrist and Bradley Rigdon, McLean County Assistant State's Attorneys, and request that this court disqualify Scott Kording, based on a per se, actual conflict and further serious potential for conflict that exist and the likely prejudice that will result, and in support thereof state as follows:

Facts

1. Scott Kording has entered as one attorney for John Butler who has been charged with 44 felony counts of theft and fraud related offenses that stem from the management of Bloomington Coliseum by John Butler and his company Central Illinois Arena Management.
2. That the facts of the case deal with theft of money from the City of Bloomington.
3. That a number of officials of the City of Bloomington have been named as witnesses, and/or have knowledge of intimate facts.
4. That Mr. Kording also currently represents Tari Renner, the Mayor of Bloomington, personally in a separate but ongoing investigation by the Illinois State Police.
5. Tari Renner has made public comments on the investigation into John Butler and has contacted the prosecution regarding the ongoing criminal charges.

Request to disqualify

6. The People request that Mr. Kording be disqualified as counsel for the Defendant for the following reasons:
- a. Mr. Kording is operating under conflict of interests;
 - b. the Defendant has a right to effective assistance of counsel free from divided loyalties;
 - c. the State has a right to a fair trial in which defense counsel acts ethically and does not use confidential information to attack a State's witness;
 - d. Mr. Kording's continued representation will result in the appearance of impropriety when the jury and public learn of the conflict;
 - e. Mr. Kording's continued representation may provide grounds for overturning a future conviction; and
 - f. Mr. Kording's continued representation presents serious potential for conflict even if the court finds that a conflict does not currently exist.

Applicable Law

7. The appropriate considerations for this court are best laid out in People v. Ortega, 209 Ill. 2d 354, 808 N.E.2d 496, (2004).
- a. First, there is a presumption in favor of the defendant's counsel of choice. Ortega, 209 Ill. 2d 354, 361, 808 N.E.2d 496, 502; quoting Wheat v. United States, 486 U.S. 153, 164, 108 S. Ct. 1692, 1700, 100 L. Ed. 2d 140, 152 (1988).
 - b. The court must then consider if interests threatened by the conflict or potential conflict outweigh the presumption. Ortega, 209 Ill. 2d 354, 361, citing People v. Holmes, 141 Ill. 2d 204, 228, 565 N.E.2d 950 (1990).
 - c. The Illinois Supreme Court in Holmes and then Ortega has identified four factors that must be considered in determining if the presumption is overcome. And

these factors should be weighed as the case requires. Ortega, 209 Ill. 2d at 362.

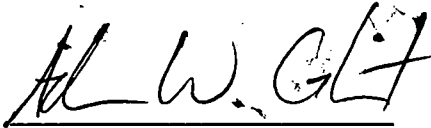
Those factors those:

- i. the defendant's interest in having the undivided loyalty of counsel;
 - ii. the State's right to a fair trial in which defense counsel acts ethically and does not use confidential information to attack a State's witness;
 - iii. the appearance of impropriety should the jury learn of the conflict; and
 - iv. the probability that continued representation by counsel of choice will provide grounds for overturning a conviction. Ortega, 209 Ill. 2d 354, 361-62 (holding that these are not the only factors that can be considered), citing Holmes, 141 Ill.2d at 226–27.
 - d. In making the determination the trial court must “make a record adequate to allow meaningful review of its exercise of discretion.” Ortega, 209 Ill. 2d at 360.
8. A waiver of conflict free representation by the Defendant does not cure if the court finds there is actual conflict of interests or when there is a showing of “serious potential for conflict.” *Id.* at 361, quoting Wheat, 486 U.S. at 164. The Illinois Supreme Court said it this way, the “trial court may exercise its discretion to deny a defendant's right to counsel of choice only if it could reasonably find that defense counsel has a specific professional obligation that actually does conflict or has a serious potential to conflict with defendant's interests.” Ortega, 209 Ill. 2d at 361.
9. Even if the conflicted witnesses/clients proffered waivers the court may appropriately deny counsel of choice. *Id.* at 366 citing Wheat, 486 U.S. at 157
10. The courts in Ortega and Holmes both quoted the Seventh Circuit when it said “the decision to disqualify an attorney in a criminal case requires an evaluation of the interests of the defendant, the government, the witness and the public in view of the circumstances of each particular case.” Ortega, 209 Ill. 2d at 362, quoting United States v. O'Malley, 786 F.2d 786, 790 (7th Cir.1986).
- a. In analyzing the public view the Supreme Court in Ortega found it reasonable to fear “the public would conclude that the trial is not fair or that the defense bar is being allowed to behave unethically.” Ortega, 209 Ill. 2d at 354.

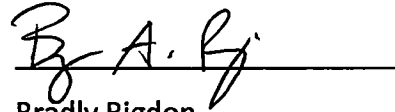
- b. Additionally, the rules governing our profession should be considered in making any findings. See IL R S CT RPC Rule 1.9, 1.10.

WHEREFORE, the People pray this Court grant this motion in the interest in fairness to the Defendant, the State, the witnesses and the public.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. W. Ghrist", written over a horizontal line.

Adam W. Ghrist
First Assistant State's Attorney
McLean County State's Attorney's Office

A handwritten signature in black ink, appearing to read "B. A. Rigdon", written over a horizontal line.

Bradley Rigdon
Assistant State's Attorney
McLean County State's Attorney's Office

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorney's of record of all parties to the above cause by:

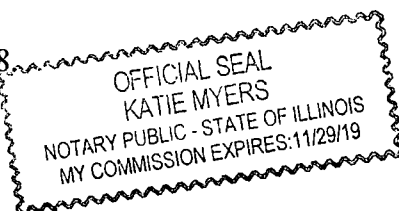
 / Depositing a true and correct copy of the same in the U.S. Post Office or post office box in the City of Bloomington, Illinois, enclosed in an envelope with postage fully prepaid on the 3 day of January , 2018.

 Hand delivering a true and correct copy of the same on the day of , 2018.

William S. Kuisberg

Subscribed to and sworn before
me this 3 day of January , 2018.

Katie Myers
Notary Public



STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

PEOPLE OF THE STATE OF ILLINOIS,)

Plaintiff,)

vs.)

No. 17-CF-1025)

JOHN Y. BUTLER,)

Defendant.)

NOTICE OF HEARING

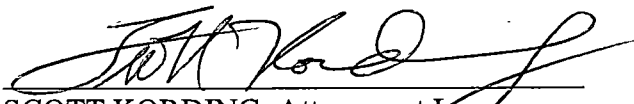
TO: McLean County State's Attorney
Law & Justice Center
104 West Front Street
Bloomington, IL 61701

John Y. Butler
9513 North 2125 East Road
Bloomington, IL 61705

McLEAN COUNTY
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DEC 20 2017
CIRCUIT CLERK

YOU ARE HEREBY NOTIFIED that at 1:30 P.M. on February 23, 2018, or as soon thereafter as counsel may be heard, we shall appear before The Honorable Robert Freitag, or such other judge as may be substituting for the foregoing judge, in Courtroom 5A of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois, for a hearing on ***Motion for Pretrial Discovery and Production Pursuant to Brady v. Maryland, Defendant's Motion to Quash Seizure Warrant and Order the Release of Items Seized, and Defendant's Motion for Bill of Particulars.***

Dated this 20th day of December, 2017.


SCOTT KORDING, Attorney at Law

SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
Bloomington, IL 61701
(309) 829-9486 [Voice]
(309) 827-8139 [Facsimile]
SKording@MeyerCapel.com

PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the undersigned caused service of the foregoing ***Notice of Hearing*** to be made upon the recipient(s) designated below by the following method(s):

✓ VIA U.S FIRST-CLASS MAIL: A true and correct copy of the foregoing instrument(s) was sent via regular U.S. first-class mail to the following person or professional office in a properly addressed envelope and bearing full prepaid postage deposited in a U.S. Post Office box in Bloomington-Normal, Illinois, on this 20th day of December, 2017.

McLean County State's Attorney
Law & Justice Center
104 West Front Street
Bloomington, IL 61701

John Y. Butler
9513 North 2125 East Road
Bloomington, IL 61705

Ashley Bocker

Prepared by:
SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
Bloomington, IL 61701
(309) 829-9486 [Voice]
(309) 827-8139 [Facsimile]
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STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

PEOPLE OF THE STATE OF ILLINOIS,)

Plaintiff,)

vs.)

JOHN Y. BUTLER,)

Defendant.)

No. 17-CF-1025

MCLEAN COUNTY
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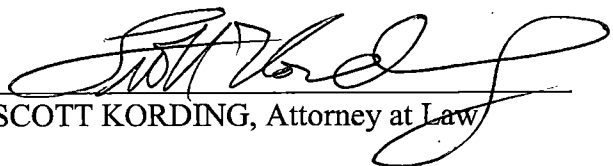
NOTICE OF HEARING

TO: McLean County State's Attorney
Law & Justice Center
104 West Front Street
Bloomington, IL 61701

John Y. Butler
9513 North 2125 East Road
Bloomington, IL 61705

YOU ARE HEREBY NOTIFIED that at 9:00 A.M. on January 30, 2018, or as soon thereafter as counsel may be heard, we shall appear before The Honorable Robert Freitag, or such other judge as may be substituting for the foregoing judge, in Courtroom 5A of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois, for a status hearing.

Dated this 20th day of December, 2017.


SCOTT KORDING, Attorney at Law

SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
Bloomington, IL 61701
(309) 829-9486 [Voice]
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PROOF OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the undersigned caused service of the foregoing ***Notice of Hearing*** to be made upon the recipient(s) designated below by the following method(s):

✓ VIA U.S FIRST-CLASS MAIL: A true and correct copy of the foregoing instrument(s) was sent via regular U.S. first-class mail to the following person or professional office in a properly addressed envelope and bearing full prepaid postage deposited in a U.S. Post Office box in Bloomington-Normal, Illinois, on this 20th day of December, 2017.

McLean County State's Attorney
Law & Justice Center
104 West Front Street
Bloomington, IL 61701

John Y. Butler
9513 North 2125 East Road
Bloomington, IL 61705

Ashley Boncker

Prepared by:
SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
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(309) 829-9486 [Voice]
(309) 827-8139 [Facsimile]
SKording@MeyerCapel.com

✓

**IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS**

| | | |
|----------------------------------|---|------------------|
| PEOPLE OF THE STATE OF ILLINOIS, |) | |
| Plaintiff, |) | |
| v. |) | No. 2017-CF-1025 |
| JOHN Y. BUTLER |) | |
| Defendant. |) | |

**DEFENDANT'S MOTION TO QUASH SEIZURE WARRANT AND ORDER THE
RELEASE OF ITEMS SEIZED**

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J. STEVEN BECKETT, of BECKETT LAW OFFICE, P.C., and moves this Honorable Court to quash the seizure warrant and order the release of items and funds seized pursuant to the Fourth and Fourteenth Amendments to the U.S. Constitution and the corollary provisions of the Illinois State Constitution, and for his *Motion to Quash Seizure Warrant and Order the Release of Items Seized* states in support as follows:

1. That, upon information and belief, on or about September 25, 2017, Special Agent Daniel Rossiter of the Illinois State Police subscribed and swore to a Complaint for Warrant for Seizure of Assets. This complaint is not publicly available to Defendant.
2. That, upon information and belief, a judge found that the Complaint established sufficient facts to establish probable cause for the seizure of assets held by Defendant at CEFCU.
3. That a judge issued a Seizure Warrant that commanded the Illinois State Police to seize "CEFCU Bank Accounts including but not limited to: any and all holdings in accounts (including but not limited to checking, savings and safety deposit boxes) which authorized use/access by John Butler, and/or Central Illinois Arena Management, Inc.

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MCLEAN COUNTY
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(CIAM), and/or BMI Concessions, LLC.” (Seizure Order/Warrant is attached hereto as Exhibit 1.)


4. That on or about September 26, 2017, CEFCU mailed a letter to Defendant informing him that CEFCU had placed a hold on all of the accounts in his name pursuant to the Seizure Warrant. (Letter dated September 26, 2017 to John Butler is attached hereto as Exhibit 2.)
5. That the accounts to be seized included John Butler’s personal checking and savings accounts, his sons’ checking and savings account, his health savings account, and other bank accounts that are not tied to the present case in any way.
6. That on or about November 14, 2017, Defendant, through counsel, sent a letter to CEFCU informing them that their interpretation of the Seizure Warrant was overbroad and asked that they release his and his sons’ personal accounts and all accounts not related to the present case. (Letter dated November 14, 2017, from J. Steven Beckett to CEFCU is attached hereto as Exhibit 3.)
7. That on or about November 22, 2017, CEFCU mailed a letter to Defendant’s attorney stating that their actions were commanded by the Seizure Warrant they received and declined to release the hold on the accounts not related to the present case. (Letter dated November 22, 2017 from CEFCU to Defendant’s counsel is attached hereto as Exhibit 4.)
8. That the seizure of Defendant’s personal bank accounts, his health savings account, and his sons’ checking and savings accounts, and all other accounts not related to the present case is an unreasonable seizure under the Fourth Amendment to the United States Constitution.

9. That the reasonableness of a seizure is determined by balancing the need for official intrusion against the constitutionally protected interests of the private citizen. *People v. Garman*, 123 Ill. App. 3d 682, 684 (3rd Dist. 1984).
10. That the Illinois Constitution recognizes an individual's basic rights to privacy with respect to his or her personal bank records. *A.G. Edwards, Inc. v. Sec'y of State, Dept' of Sec. of State of Ill.*, 331 Ill. App. 3d 1101, 1109 (5th Dist. 2002).
11. That a person has a reasonable expectation that his or her private records will not be exposed to public view. *Id.*
12. That the Fourth Amendment's requirement that a warrant particularly describe the things to be seized makes general searches impossible and prevents seizure of one thing under a warrant describing another and leaving nothing to the discretion of the officer executing the warrant as to what is to be taken. *Berger v. State of N.Y.*, 388 U.S. 41 (1967).
13. That the general rule is that due process requires notice and hearing, prior to government action involving deprivation of property rights, and exceptions occur only in extraordinary situations. *United States v. James Daniel Good Real Prop.*, 510 U.S. 43 (1993).
14. That the Seizure Warrant process set forth in 725 ILCS 5/108-3 and 725 ILCS 5/108-4 and utilized by the Illinois State Police in this case are unconstitutional in violation of the Fourth and Fourteenth Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970 in one or more of the following respects:
 - a. Said statute, on its face and as applied, permits the issuance of a general warrant to seize the property of a Defendant.

- b. The Seizure Warrant in this case was a general warrant that commanded the seizure of accounts that had no bearing, connection, or relevance to the pending investigation of the Defendant, or the criminal charges that were filed against him.
- c. Said statute permits the seizure and taking of property without any pre-seizure notice and opportunity to be heard, not as evidence, but to deprive a Defendant of the use and benefit of his property.
- d. The Seizure Warrant process in this case is secretive and not open to public examination, nor made available as a public record to a defendant or other aggrieved party affected by the seizure of property.
- e. That the issuing judge did not have probable cause to support the issuance of the Seizure Warrant in this case.

WHEREFORE, the Defendant, JOHN Y. BUTLER, asks that this Honorable Court quash the Seizure Warrant, order the release of the Defendant's CEFCU bank accounts, find 725 ILCS 5/108-3 and 725 ILCS 5/108-4 unconstitutional in violation of the Fourth and Fourteenth Amendments to the Constitution of the United States and corollary provisions of the Illinois State Constitution of 1970 on their face or as applied in this case, and grant such other and further relief as this court deems just and appropriate.

Respectfully submitted,
JOHN Y. BUTLER, Defendant


J. STEVEN BECKETT, his Attorney

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
508 South Broadway Ave.
Urbana, IL 61801
(217) 328-0263; (217) 328-0290 (FAX)
steve@beckettwebber.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is one of the attorneys for the Defendant in this above titled cause, and that on December 14, 2017 he did cause a copy of the foregoing *Defendant's Motion to Quash Seizure Warrant and Order the Release of Items Seized* to be hand delivered to the following:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
508 South Broadway Ave.
Urbana, IL 61801
(217) 328-0263
(217) 328-0290 (FAX)
steve@beckettwebber.com

**IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS**

| | | |
|----------------------------------|---|------------------|
| PEOPLE OF THE STATE OF ILLINOIS, |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 2017-CF-1025 |
| |) | |
| JOHN Y. BUTLER |) | |
| Defendant. |) | |

**MOTION FOR PRE-TRIAL DISCOVERY AND PRODUCTION
PURSUANT TO *BRADY V. MARYLAND***

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J. STEVEN BECKETT, of BECKETT LAW OFFICE, P.C. and in support of his *Motion for Pre-Trial Discovery and Production Pursuant to Brady v. Maryland* states as follows:

1. That Defendant is charged with 11 Counts of THEFT in violation of 720 ILCS 5/16-1(a)(1)(A) and a Class 1 Felony, 11 Counts of THEFT in violation of 5/16-1(a)(2)(A) and a Class 1 Felony, 8 Counts of MONEY LAUNDERING in violation of 720 ILCS 5/29B-1(A)(1)(A) and a Class 2 Felony, 6 Counts of FILING A FRAUDULENT SALES AND USE TAX RETURN in violation of 35 ILCS 120/13(a) and a Class 3 Felony, 6 Counts of WIRE FRAUD in violation of 720 ILCS 5/17-24(b) and a Class 3 Felony, 1 Count of TAX EVASION in violation of 35 ILCS 120/12(b)(i) and a Class 2 Felony, and 1 Count of CONSPIRACY TO COMMIT TAX EVASION in violation of 720 ILCS 5/8-2 and a Class 3 Felony.
2. That under *Brady*, and the ensuing line of cases, a defendant has the right to be given all exculpatory evidence that is in the possession or control of the government. *Brady v. Maryland*, 373 U.S. 83 (1963).
3. That this right is protected by the Due Process Clause of the Fifth Amendment, and

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requires the government to turn over any information concerning its witnesses that may cast doubt on their credibility. *United States v. Bagley*, 473 U.S. 667, 677 (1985).

4. That evidence should be disclosed, even if it has an inherent lack of value. *People v. Carballido*, 2015 IL App (2d) 140760, P71.

5. That when it is unclear whether undisclosed evidence would be favorable to the defense, courts should presume that it would be favorable. *People v. Nichols*, 63 Ill. 2d 443, 448 (1976).


6. That on information and belief, Illinois State Police Special Agent Dan Rossiter attempted to refer Defendant's case to the U.S. Attorney, Peoria, Illinois, and that agency declined to prosecute the case.

7. That pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), and Illinois Supreme Court Rule 412(c), the government has the responsibility to provide evidence which is favorable to the defense, which may tend to negate guilt or reduce sentence, and pursuant to this obligation, Defendant requests production of any and all records of contact between the Illinois State Police and all prosecutorial or law enforcement agencies, state or federal, including by not limited to the United States Attorneys Office for the Central District of Illinois, the McLean County States Attorneys Office, the Federal Bureau of Investigation, the Internal Revenue Service, the Illinois Department of Revenue, the McLean County Sheriff's Office and the Bloomington Police Department, in any and all forms, including email, text or on-line messaging, voice mail and telephone records.

8. That said records and files of communication is exculpatory evidence as defined by *Brady* and favorable to the defense in that they tend to show that Special Agent Rossiter was prosecutor-shopping and exhibits a bias in Defendant's case, and may be used to question Special Agent Rossiter's motives should he be called to the stand to testify.

WHEREFORE, the Defendant, JOHN Y. BUTLER, prays that this Court order production and discovery compliance as set forth herein.

Respectfully submitted,
JOHN Y. BUTLER, Defendant



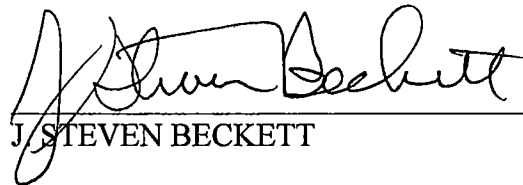
J. STEVEN BECKETT, his Attorney

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
508 South Broadway Ave.
Urbana, IL 61801
(217) 328-0263
(217) 328-0290 (FAX)
steve@beckettwebber.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is one of the attorneys for the Defendant in this above titled cause, and that on December 14, 2017 he did cause a copy of the foregoing *Motion for Pre-Trial Discovery and Production Pursuant to Brady v. Maryland* to be hand delivered to the following:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
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Urbana, IL 61801
(217) 328-0263
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IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS

| | | |
|----------------------------------|---|------------------|
| PEOPLE OF THE STATE OF ILLINOIS, |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 2017-CF-1025 |
| |) | |
| JOHN Y. BUTLER |) | |
| Defendant. |) | |

DEFENDANT'S MOTION FOR BILL OF PARTICULARS

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J. STEVEN BECKETT of BECKETT LAW OFFICE, P.C., and for his *Motion for a Bill of Particulars* pursuant to 735 ILCS 5/114-2 as well as the Sixth and Fourteenth Amendment of the United States Constitution, states as follows:

1. The Bill of Indictment is vague, indefinite, uncertain and insufficient in general terms and conclusions.
2. Defendant is unable from a reading of said indictment to reasonably know the nature and cause of charges and is unable to prepare an intelligent defense thereto.
3. In order that Defendant may be fairly informed of what the prosecution claims and with what crime, if any, Defendant is charged, and so that Defendant's constitutional rights will be protected, the States Attorney should be required to particularize the following:
 - a. In Counts 1 and 2:
 - i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

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MCLEAN COUNTY
CIRCUIT CLERK

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$152,887.29 alleged by the prosecution to be the subject of theft.

b. In Counts 3 and 4:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$113,000 alleged by the prosecution to be the subject of theft.

c. In Counts 5 and 6:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

- iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$44,148.35 alleged by the prosecution to be the subject of theft.

d. In Counts 7 and 8:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;
- iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$33,973.91 alleged by the prosecution to be the subject of theft.

e. In Counts 9 and 10:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;
- iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$10,174.44 alleged by the prosecution to be the subject of theft.

f. In Counts 11 and 12:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;
- iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$140,098.05 alleged by the prosecution to be the subject of theft.

g. In Counts 13 and 14:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;
- iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$229,389.72 alleged by the prosecution to be the subject of theft.

h. In Counts 15 and 16:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$186,165.67 alleged by the prosecution to be the subject of theft;

iv. How the prosecution determined that the discounted items were improperly discounted.

i. In Counts 17 and 18:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$151,404.50 alleged by the prosecution to be the subject of theft;

iv. How the prosecution determined that the discounted items were improperly discounted.

j. In Counts 19 and 20:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$34,761.17 alleged by the prosecution to be the subject of theft.

k. In Counts 21 and 22:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. The manner or method by which Defendant knowingly obtained unauthorized control over property belonging to the City of Bloomington, as alleged by the prosecution;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$14,005 alleged by the prosecution to be the subject of theft.

l. In Counts 23 and 24:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;

ii. Which transaction or transactions the prosecution analyzed to reach the amount of \$102,571.45 alleged by the prosecution to be the subject of money laundering;

iii. Which transaction or transactions the prosecution analyzed to reach the amount of \$14,005 alleged by the prosecution to be the subject of money laundering.

m. In Count 26:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.

n. In Count 27:

i. Which transaction or transactions the prosecution analyzed to conclude that Defendant knowingly understated amounts of taxable sales in Line 4A, as alleged by the prosecution.

o. In Count 28:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.

p. In Count 29:

i. Which transaction or transactions the prosecution analyzed to conclude that Defendant knowingly understated amounts of taxable sales in Line 4A, as alleged by the prosecution.

q. In Count 30:

i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.

r. In Count 31:

- i. Which transaction or transactions the prosecution analyzed to conclude that Defendant knowingly understated amounts of taxable sales in Line 4A, as alleged by the prosecution.
- s. In Count 32:
 - i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.
- t. In Count 33:
 - i. Which transaction or transactions the prosecution analyzed to conclude that Defendant knowingly understated amounts of taxable sales in Line 4A, as alleged by the prosecution.
- u. In Count 34:
 - i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.
- v. In Count 35:
 - i. Which transaction or transactions the prosecution analyzed to conclude that Defendant knowingly understated amounts of taxable sales in Line 4A, as alleged by the prosecution.
- w. In Count 36:
 - i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.
- x. In Count 37:
 - i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution.

y. In Count 39 and 40:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. Which transaction or transactions the prosecution analyzed to reach the amount of \$151,404.50 alleged by the prosecution to be the subject of money laundering.

z. In Counts 41 and 42:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. Which transaction or transactions the prosecution analyzed to reach the amount of \$34,761.17 alleged by the prosecution to be the subject of money laundering.

aa. In Counts 43 and 44:

- i. The exact person or persons for whose conduct Defendant is legally responsible, as alleged by the prosecution;
- ii. Which transaction or transactions the prosecution analyzed to reach the amount of \$142,887.29 alleged by the prosecution to be the subject of money laundering.

- 4. The prosecution is in or should be in possession of all the information sought by Defendant in regard to the nature of the charges against him. In addition, the information requested above is material to Defendant's ability to present a defense at trial.
- 5. Failure to order the prosecution to furnish Defendant with a Bill of Particulars containing such information would subject him to unfair surprise at trial, and would prevent

Defendant from pleading Double Jeopardy if he is later charged with the same offense as the Indictment is too vague.

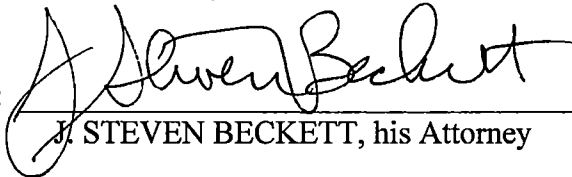
6. The discretion to order a Bill of Particulars is soundly within the authority of this Court.

Wong Tai v. United States, 273 U.S. 77, 82 (1927).

WHEREFORE, pursuant to 725 ILCS 5/114-2, Defendant's Demand for the Foregoing Bill of Particulars is made this 14th day of December, 2017.

Respectfully Submitted,
JOHN Y. BUTLER, Defendant

By:

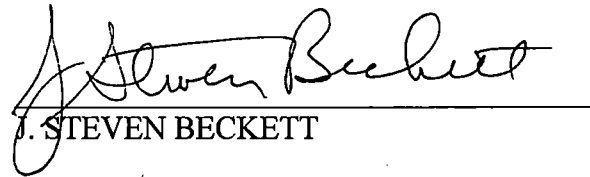

J. STEVEN BECKETT, his Attorney

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
508 South Broadway Ave.
Urbana, IL 61801
(217) 328-0263
(217) 328-0290 (FAX)
steve@beckettwebber.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is one of the attorneys for the Defendant in this above titled cause, and that on December 14, 2017 he did cause a copy of the foregoing *Motion for Bill of Particulars* to be hand delivered to the following:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

J. STEVEN BECKETT
BECKETT LAW OFFICE, P.C.
508 South Broadway Ave.
Urbana, IL 61801
(217) 328-0263
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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

McLEAN COUNTY
FILED
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CIRCUIT CLERK

THE PEOPLE OF THE
STATE OF ILLINOIS

VS.

JOHN BUTLER,
DEFENDANTS

No. 2017-CF-1025

SECOND DISCOVERY COMPLIANCE PURSUANT TO RULE 412

Now comes the People of the State of Illinois by Adam W. Ghrist, First Assistant State's Attorney, in and for the County of McLean, State of Illinois, and presents as SECOND discovery compliance herein the following as listed below.

1. Pursuant to Supreme Court Rule 412(a)(i), the People of the State of Illinois have previously disclosed individuals whom may be called to testify.

See exhibits 1 to 2134 previously tendered as part of the First Discovery Compliance for statements or memoranda of statements of the above-listed witnesses available at this time.

See exhibits 2135 to 2188 hereby tendered as part of the Second Discovery Compliance for statements or memoranda of statements of the above-listed witnesses available at this time

2. Pursuant to Supreme Court Rule 412(a)(ii), see People's discovery exhibits 1 to 2188 for statements of the accused or codefendants. See paragraph one above for witnesses of the statements available at this time.

3. Pursuant to Supreme Court Rule 412(a)(iii), a copy of the grand jury testimony relating to this pending matter is available and has been previously tendered as part of the First Discovery Compliance as People's discovery exhibit 2134.

4. Pursuant to Supreme Court Rule 412(a)(iv), reports of experts have previously been disclosed. Additional reports, if any, and will be tendered upon receipt.

Additional information relating to expert witness qualifications and background is available upon request/proper motion.

5. Pursuant to Supreme Court Rule 412(a)(v), in addition to that which has been previously disclosed, physical evidence may include any items or exhibits contained, referenced

or mentioned in People's discovery exhibits 1 to 2188 including, but not limited to, the following:

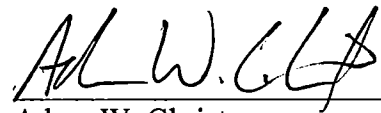
- CD Containing the recorded interview of Valerie Smith with a true and accurate tendered as part of the Second Discovery Compliance and marked as People's discovery exhibit 2187
- CD containing the Fiscal Year 2010 Audit performed by Sikich with a true and accurate tendered as part of the Second Discovery Compliance and marked as People's discovery exhibit 2188

6. Pursuant to Supreme Court Rule 412(a) (vi), there are no known prior impeachable convictions of the above-named witnesses. If impeachable convictions become known, they will be disclosed.

7. Pursuant to Supreme Court Rule 412(b) there has not been electronic surveillance as outlined in People's Discovery exhibits 1 to 2188.

8. Pursuant to Supreme Court Rule 412(c), see People's discovery exhibits 1 to 2188 hereby tendered this date for known Brady material available at this time. Additional Brady materials, if any, will be tendered to the defense upon receipt.

Respectfully Submitted,

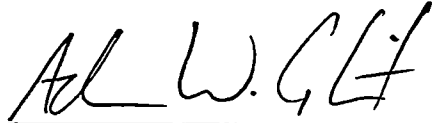


Adam W. Ghrist
Assistant State's Attorney

Pursuant to Supreme Court Rule 415(c) the assigned or appointed attorney is required to maintain "exclusive possession" of these materials and that the attorney(s) will provide access to the client of these materials and will not allow the client or clients to possess, maintain, remove these materials, provide copies or possess these materials pursuant to the terms and provisions of Supreme Court Rule 415(c).

PROOF OF SERVICE

_____ Via Hand Delivery of a true and correct copy of the same to the attorney of record, while in Courtroom 4D of the McLean County Law and Justice Center on November 3, 2017.

A handwritten signature in black ink, appearing to read 'Adam W. Ghrist', written over a horizontal line.

Adam W. Ghrist
Assistant State's Attorney

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

vs.

JOHN Y. BUTLER,

Defendant.

No. 17-CF-1025

FILED
OCT 24 2017
CIRCUIT CLERK
COUNTY

**DEFENDANT'S MOTION FOR EXTENSION OF TIME TO COMPLY
WITH PRE-TRIAL DISCOVERY ORDER**

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J.

Steven Beckett of Beckett & Webber, P.C., and states as follows for this Defendant's Motion for Extension of Time to Comply with Pre-Trial Discovery Order:

1. On or about September 29, 2017, the Court entered a Felony Arraignment and Pre-Trial Discovery Order (the "Discovery Order") in this cause.

2. The Discovery Order requires the Defendant to provide certain discovery disclosures to the State on or before November 10, 2017, and to file all pretrial motions by December 1, 2017.

3. The State has provided defense counsel with an initial discovery response consisting of thousands of pages of documents. The State's initial discovery response further indicates that it is in possession of approximately 70 gigabytes of additional documentation, recordings, and other data that it intends to produce in the future but has not yet produced.

4. Given the voluminous nature of the discovery already produced and of the discovery materials yet to be produced by the State, Defendant and his counsel require

considerable additional time to review all of the materials before preparing disclosures to the State and pretrial motions.

5. The Court should suspend all deadlines for Defendant's compliance with the Discovery Order's discovery production and motion filing deadlines until such time as both the State has completed its production of all discovery materials and Defendant's counsel has had a reasonable period of time within which to review all materials and complete any required investigation.

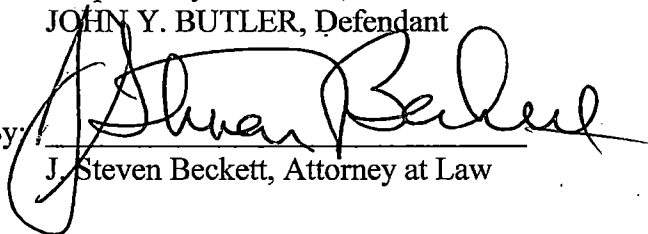
6. Good cause exists for granting this motion.

WHEREFORE, the Defendant, JOHN Y. BUTLER, respectfully requests that this Court enter an Order consistent with the following:

- A. Granting this Defendant's Motion for Extension of Time to Comply with Pre-Trial Discovery Order;
- B. Suspending all deadlines for Defendant's compliance with the Discovery Order until further order; and
- C. Granting to Defendant such other and further relief as the Court deems just and proper.

Respectfully submitted,
JOHN Y. BUTLER, Defendant

By:


J. Steven Beckett, Attorney at Law

J. STEVEN BECKETT
BECKETT & WEBBER, P.C.
508 South Broadway Avenue
Urbana IL 61801
(217) 328-0263
(217) 328-0290 FAX
steve@beckettwebber.com

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of October, 2017, a copy of the foregoing ***Defendant's Motion for Extension of Time to Comply with Pre-Trial Discovery Order*** was served by U.S. Mail to:

ASA, Adam Ghrist
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

J. STEVEN BECKETT #0151580
BECKETT & WEBBER, P.C.
508 South Broadway
Urbana IL 61801
(217) 328-0263
(217) 328-0290 FAX
steve@beckettwebber.com

McLEAN
FILED
OCT 24 2017
CIRCUIT CLERK
COUNTY

State of Illinois
ELEVENTH JUDICIAL CIRCUIT COURT
McLean County, IL

2017CF1025

State of Illinois
V
John Y. Butler

FILED
OCT 16 2017
CIRCUIT CLERK
MCLEAN COUNTY

Media Coordinator's Notice of Request for Extended Media Coverage of Trial or Proceedings
COMES NOW the undersigned Media Coordinator, who states as follows:

1. Certain representatives of the news media want to use:
☒ photographic equipment; ☒ television cameras; ☒ electronic sound recording equipment
in courtroom coverage of the above proceeding. (Check the appropriate type(s) of equipment
requested.)
 2. The trial or proceeding to be covered by extended media techniques is scheduled on Nov. 3, 2017.
 3. This request for extended media coverage is described as follows (e.g. the number of Photographers
with still cameras):
 - 1 Photographer 1 television cameras; recording equipment
 4. This notice for extended media coverage is filed (check appropriate box):
☒ at least 14 days in advance of the proceeding for which extended media coverage is being requested:
Or
☐ this notice cannot be filed within 14 days of the proceedings because:
Arraignment was scheduled less than two weeks before this request.
 5. A copy of this notice is being provided to all counsel of record, parties appearing without
Counsel, the circuit court, the circuit court administrator for the judicial court, and the judicial officer
expected to preside at the trial or proceeding for which extended media coverage has been requested
as follows:
- Attorneys:**
Defendants: Steven Beckett/Scott Kording
State: State's Attorney Jason Chambers
Trial Court Administrator: William Scanlon
Presiding Judge: Judge ~~Scott Brazewski~~ Robert Freitag (et al.)
6. I will abide by all the provisions of the Policy for Extended Media Coverage in Circuit Courts of Illinois
and the 11th Judicial Circuit Policy for Extended Media Coverage and perform all duties as required by
me as the Media Coordinator.


Edith Brady-Lunny, Media Coordinator

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

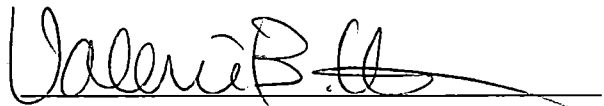
PEOPLE OF THE STATE OF ILLINOIS,)
)
 Plaintiff,)
)
 vs.) No. 17-CF-1025
)
JOHN Y. BUTLER,)
)
 Defendant.)

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the undersigned caused service of the foregoing ***Entry of Appearance as Co-Counsel***, to be made upon the recipient(s) designated below by the following method(s):

 VIA U.S. POSTAL SERVICE: A true and correct copy of the foregoing instrument(s) was placed in an envelope bearing both full postage prepaid and the proper address of the following recipient(s), and deposited in the United States mail in Bloomington-Normal, Illinois, on the 27th day of September, 2017.

McLean County State's Attorney's Office
Law & Justice Center
104 West Front Street
Bloomington, IL 61701





SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
Bloomington, IL 61701
(309) 829-9486 [Voice]
(309) 827-8139 [Facsimile]
SKording@MeyerCapel.com

McLEAN COUNTY
FILED
OCT 11 2017
CIRCUIT CLERK

**Clerk of The Circuit Court
Eleventh Judicial Circuit
County of McLean
104 W Front St. Bloomington, IL 61701**

RECEIPT VOUCHER



Date Received : 10/02/2017

Batch Id : CR310022017

Effective Date 10/02/2017

Receipt # : 1223508

Manual Receipt # :

Received From : BUTLER, JOHN YALE

Source/Ck# or CC Val.#

Amount

Party Name : BUTLER, JOHN YALE

Credit Card 21350443

\$ 4.50

Case Number : 2017CF001025

Total Paid :

\$ 4.50

New Party Balance : \$.00

| Count | Citation # | Account Name | Starting Balance | Amount Paid | Ending Balance |
|---------|------------|--------------------|------------------|-------------|----------------|
| | | COPY OR MOTION FEE | \$ 4.50 | \$ 4.50 | \$.00 |
| Totals: | | | \$ 4.50 | \$ 4.50 | \$.00 |

IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS

FILED
SEP 29 2017
CIRCUIT CLERK
MCLEAN COUNTY

PEOPLE OF THE STATE OF ILLINOIS,
Plaintiff,

v.

JOHN Y. BUTLER
Defendant.

No. 2017-CF-1025

AGREED ORDER MODIFYING CONDITIONS OF BAIL

The PEOPLE OF THE STATE OF ILLINOIS, by the MCLEAN COUNTY STATE'S ATTORNEY, and the Defendant, JOHN Y. BUTLER, by his attorneys, BECKETT & WEBBER, P.C., hereby stipulate and agree as follows:

1. The Defendant, JOHN Y. BUTLER, is charged in a filed Bill of Indictment dated September 20, 2017.
2. That a warrant was issued based on the Indictment setting bail at \$300,000 with the customary conditions of bail, including the condition that the Defendant not leave the State of Illinois during the pendency of this case. On September 25, 2017, Defendant posted bail and was released.
3. That the Defendant is employed by Consolidated Sports Holdings, Inc., a company that manages five minor league hockey teams, including three out-of-state teams located in Amarillo, Texas; Mason City, Iowa; and Everett, Washington.
4. That the Defendant's employment responsibilities require him to travel outside of the State of Illinois to team locations and other places within the United States for employment purposes only.
5. That the conditions of Defendant's bail should be modified to permit Defendant to travel outside of the State of Illinois for purposes of employment only.
6. That the Defendant should be required to notify the Court of any change in employment that may occur during the pendency of this case.

PEOPLE OF THE STATE OF ILLINOIS

By:

Ad W. CLT

Assistant State's Attorney

DEFENDANT JOHN Y. BUTLER

By:

J. Steven Beckett

Counsel for Defendant

ORDER

With the Court having received the agreement of the parties and being fully advised in the premises, IT IS ORDERED:

The conditions of bail of the Defendant, JOHN Y. BUTLER, in this cause are modified to permit travel outside the State of Illinois for purposes of employment to Amarillo, Texas; Mason City, Iowa; Everett, Washington; and such other locations within the United States as may be required by his employment with Consolidated Sports Holdings, Inc. Defendant shall be required to notify the Court of any change in employment during the pendency of this case.

Entered this _____ day of _____, 2017

Judge

Prepared by:

J. STEVEN BECKETT #0151580
BECKETT & WEBBER, P.C.
508 South Broadway
Urbana IL 61801
steve@beckettwebber.com
(217) 328-0263
(217) 328-0290 FAX

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

THE PEOPLE OF THE
STATE OF ILLINOIS

VS.

JOHN BUTLER,
DEFENDANT

No. 2017-CF-1025

FIRST DISCOVERY COMPLIANCE PURSUANT TO RULE 412

Now comes the People of the State of Illinois by Adam W. Ghrist, First Assistant State's Attorney, in and for the County of McLean, State of Illinois, and presents as FIRST discovery compliance herein the following as listed below.

1. Pursuant to Supreme Court Rule 412(a)(i), the People of the State of Illinois may call the following as individuals as potential witnesses as listed below.

Daniel Rossiter
Illinois State Police
Zone 5 Investigations
800 S Old Airport Road
Pontiac, IL

Lisa Matheny
Illinois Department of Revenue
101 W Jefferson MC 4-201
Springfield, IL

Kelly Klein
3180 Shepard Rd
Normal, IL

John Butler
9513 N 2125 East Road
Bloomington, IL

Jay Laesch
611 Windsor Way
Heyworth, IL

Bart E. Rogers
101 Woodcrest Ave
Morton, IL

Paul Grazar
1438 E College Ave, #2
Normal, IL

Michael R. Nelson
109 East Sarket Street
Bloomington IL

Dennis Knobloch
115 West Jefferson Street, Suite 200
Bloomington, IL

Russ Ferguson
2819 Stillwater Park Drive
Marietta, GA

Mike Piehl
4611 Mortensen Road, Suite 111
Ames, IA

Scott P. Bailey
120 N LaSalle Street, Suite 1300
Chicago, IL

Patti-Lynn Silva
109 E. Olive Street
Bloomington, IL

Gregory E. Moredock
1 North Old State Capital Plaza
Springfield, IL
Jeffrey Jergens
1 North Old State Capital Plaza
Springfield, IL

Paulette Hurd
109 E. Olive Street
Bloomington, IL

Daniel O'Brien
600 Greenbriar Ave
Normal, IL

David A. Hales
109 E. Olive Street
Bloomington, IL

Ryan P. Gremore
1601 Fort Jesse Rd
Normal, IL

Joe O'Brien
720 Mount Eden Road
Shelbyville, KY

Tracy Davis-Pitts
2415 E. Washington Street
Bloomington, IL

Tammy Hansen
107 Sandra Court
Bloomington IL

Thomas A. Hamilton
2709 Wellington Way
Bloomington, IL

Chad Lucas
3201 White Oaks Drive
Springfield, IL

Michael Cox
1612 Whitmer Ct.
Bloomington, IL

Valerie Smith
609 Washington
Minonk, IL

Amy Satterfield
1512 W Garfield Ave
Peoria, IL

See exhibits 1 to 2134 hereby tendered this date for statements or memoranda of statements of the above-listed witnesses available at this time.

2. Pursuant to Supreme Court Rule 412(a)(ii), see People's discovery exhibits 1 to 2134 hereby tendered this date for statements of the accused or codefendants. See paragraph one above for witnesses of the statements available at this time.

3. Pursuant to Supreme Court Rule 412(a)(iii), a copy of the grand jury testimony relating to this pending matter is available and is hereby tendered this date as People's discovery exhibit 2134.

4. Pursuant to Supreme Court Rule 412(a)(iv), reports of experts are as follows,

additional reports, if any, and will be tendered upon receipt. The People hereby tender the following individuals that may be called at trial as expert witnesses as follows as listed below.

- Rick Branham, Criminal Intelligence Agent, Illinois Department of Revenue
 - Expert reports of this witness are contained within ISP Exhibits #9 and #10 which are located on People's Discovery Exhibit 2133
 - See People's discovery exhibit 2132 for statement of qualifications
- Scott Bailey, CPA, CISA, the Bronner Group
 - Expert reports of this witness are contained within discovery exhibits 9 through 88
 - A statement of qualifications for this witness is contained within People's discovery exhibits 2129 to 2131
- Russ Ferguson, VenuWorks Vice President Food and Beverages
 - Expert reports will be disclosed upon receipt
 - A statement of qualifications for this witness will be disclosed upon receipt
- Mike Piehl, VenuWorks Controller
 - Expert reports will be disclosed upon receipt
 - A statement of qualifications for this witness will be disclosed upon receipt

Additional information relating to expert witness qualifications and background is available upon request/proper motion.

5. Pursuant to Supreme Court Rule 412(a)(v), physical evidence may include booking photographs, identification photographs, photographs, reports, notes, evidence bags, evidence logs, evidence receipts, arrest reports, miscellaneous paperwork, and any items or exhibits contained, referenced or mentioned in People's discovery exhibits 1 to 2134 including, but not limited to, the following:

- People's discovery exhibit 2133, a portable digital storage device containing Exhibits and digital information from the Illinois State Police and the Illinois Department of Revenue. The portable digital storage device which is available for inspection upon request or for copying upon the Office of the McLean County State's Attorney being tendered a portable digital storage device capable of holding at least 70 gigabytes of data. The discovery exhibit contains the following:
 - Within the folder labeled "Illinois State Police Exhibits" are sub-folders containing the following:
 - ISP Exhibit #1- the results of the first search warrant to CEFCU
 - ISP Exhibit #2- the recorded interview of Paulette Hurd
 - ISP Exhibit #3- the recorded interview of Patty Lynn Silva

- ISP Exhibit #4- images from the search warrant to Streigel & Knobloch
 - ISP Exhibit #5- the results of the second search warrant to CEFCU
 - ISP Exhibit #6- the recorded interview of Mike Nelson
 - ISP Exhibit #7- the first recorded interview of Kelly Klein
 - ISP Exhibit #8- images of the computer belonging to Jay Laesch
 - ISP Exhibit #9- data from the forensic analysis of the computer belonging to Jay Laesch
 - ISP Exhibit #10- data from the forensic analysis of the computer from Streigel and Knobloch, the laptop belonging to Kelly Klein, and a Flash Drive
 - ISP Exhibit #11- the recorded interview of David Hales
 - ISP Exhibit #12- the recorded interview of Tom Hamilton
 - ISP Exhibit #13- the recorded interview of Tammy Hansen
 - ISP Exhibit #14- the recorded interview of Bart Rogers
 - ISP Exhibit #15- the recorded interview of John Butler
 - ISP Exhibit #16- the second recorded interview of Kelly Klein
 - ISP Exhibit #17- the recorded interview of Jay Laesch
 - ISP Exhibit #18- the data from the extraction of Jay Laesch's cellular telephone
 - ISP Exhibit #19- the data from Mike Nelson's flash drives
 - ISP Exhibit #20- the data from Kelly Klein's computer files
 - ISP Exhibit #21- the data of the City of Bloomington emails
 - ISP Exhibit #22- the information received from First Farmer's State Bank
 - ISP Exhibit #23- the results of the third request for records from CEFCU
 - ISP Exhibit #24- the data from the extraction of John Butler's cellular telephone
 - ISP Exhibit #25- the recorded interview of Paul Grazar
 - ISP Exhibit #26- the data from the flash drive belonging to Paul Grazar
 - ISP Exhibit #27- the report from the extraction of Paul Grazar's cellular telephone
- Within the folder labeled "Illinois Department of Revenue Exhibits" are PDF files containing the following:
- IDOR Exhibit #1- IDOR case initiation documents
 - IDOR Exhibit #2- CIAM documents
 - IDOR Exhibit #3- Development and Management Agreement
 - IDOR Exhibit #4- BMI documents
 - IDOR Exhibit #5- BMI REG-1 and REG-1-0
 - IDOR Exhibit #6- CEFCU signature card
 - IDOR Exhibit #7- REG-1 for Coliseum Fund

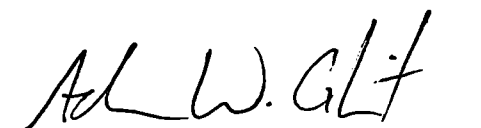
- IDOR Exhibit #8- Activity report dated July 24, 2017
 - IDOR Exhibit #9- Activity report dated December 15, 2016
 - IDOR Exhibit #10- Streigel and Knobloch Search Warrant
 - IDOR Exhibit #11- ABC Storage Unit Search Warrant
 - IDOR Exhibit #12- Activity report dated January 12, 2017
 - IDOR Exhibit #13- Activity report dated March 6, 2017
 - IDOR Exhibit #14- Gibson Area Hospital subpoena duces tecum
 - IDOR Exhibit #14- Gibson Area Hospital Documents
 - IDOR Exhibit #15- D & R Plumbing and Heating subpoena duces tecum and response
 - IDOR Exhibit #16- OSF St. Joseph subpoena response
 - IDOR Exhibit #16- Paradise Hotel and Casino subpoena response
 - IDOR Exhibit #17- Activity report dated march 22, 2017
 - IDOR Exhibit #17- documents from January 16 and 17, 2016 Jason Aldean concert at Coliseum
 - IDOR Exhibit #18- documents Management Info Procedures Tab from January 16, 2016 Jason Aldean concert at the Coliseum
 - IDOR Exhibit #19- Activity report dated March 31, 2017
 - IDOR Exhibit #19- documents from February 22, 2014 Jason Aldean concert at Coliseum
 - IDOR Exhibit #20- Activity report dated June 1, 2017
 - IDOR Exhibit #20- records from CEFCU deposite for February 21, 2014 Jason Aldean concert at the Coliseum
 - IDOR Exhibit #20- documents from February 21, 2014 Jason Aldean concert at the Coliseum
 - IDOR Exhibit #21- Activity report dated June 2, 2017
 - IDOR Exhibit #22- Activity report dated July 13, 2017
 - IDOR Exhibit #23- ISP narrative report
 - IDOR Exhibit #24- BMI Concessions Sales and Use Tax Returns from January, 2014 through March, 2016
 - IDOR Exhibit #25- City of Bloomington F&B Tax document
 - IDOR Exhibits #26 and 27- ST_1 Financial Analysis
 - Documents from the March 12, 2016 Brad Paisley concert at the Coliseum
- 73 boxes of original documents which are currently stored in a secured room in the Illinois State Police District 6 headquarters in Pontiac, Illinois.
 - Those documents are available for inspection at the Illinois State Police District 6 headquarters in Pontiac, Illinois upon reasonable request

6. Pursuant to Supreme Court Rule 412(a) (vi), there are no known prior impeachable convictions of the above-named witnesses. If impeachable convictions become known, they will be disclosed.

7. Pursuant to Supreme Court Rule 412(b) there has not been electronic surveillance as outlined in People's Discovery exhibits 1 to 2134.

8. Pursuant to Supreme Court Rule 412(c), see People's discovery exhibits 1 to 2134 hereby tendered this date for known Brady material available at this time. Additional Brady materials, if any, will be tendered to the defense upon receipt.

Respectfully Submitted,

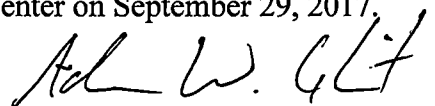


Adam W. Ghrist
Assistant State's Attorney

Pursuant to Supreme Court Rule 415(c) the assigned or appointed attorney is required to maintain "exclusive possession" of these materials and that the attorney(s) will provide access to the client of these materials and will not allow the client or clients to possess, maintain, remove these materials, provide copies or possess these materials pursuant to the terms and provisions of Supreme Court Rule 415(c).

PROOF OF SERVICE

X Via Hand Delivery of a true and correct copy of the same to the attorney of record, while in Courtroom 4B of the McLean County Law and Justice Center on September 29, 2017.



Adam W. Ghrist
Assistant State's Attorney

McLEAN COUNTY
FILED
SEP 29 2017
CIRCUIT CLERK

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

vs.

JOHN Y. BUTLER,

Defendant.

No. 17-CF-1025

FILED
SEP 29 2017
MCLEAN COUNTY
CIRCUIT CLERK

MOTION FOR DISCOVERY

NOW COMES the Defendant, JOHN Y. BUTLER, by and through his attorney, J. Steven Beckett of Beckett & Webber, P.C., and moves this Court for an order to be entered requiring the State's Attorney's Office to disclose and produce certain evidence that is essential and material to the preparation of the defense.

The defendant requests that such disclosure and production include, but not be limited to, the following:

1. The names and most current addresses of persons the prosecution may call as witnesses, including production of the following:
 - (a) Any written or recorded statements by these witnesses, including those written or recorded statements made by police officers; and
 - (b) Any memoranda reporting or summarizing oral statements by such witnesses.
2. The names and addresses of persons who were occurrence witnesses to the alleged offense, or who were present at the time of the arrest of the defendant, whom the State may or may not call as witnesses, including production of the following:
 - (a) Any written or recorded statements by these witnesses, including those written or recorded statements made by police officers; and
 - (b) Any memoranda reporting or summarizing oral statements by such witnesses.

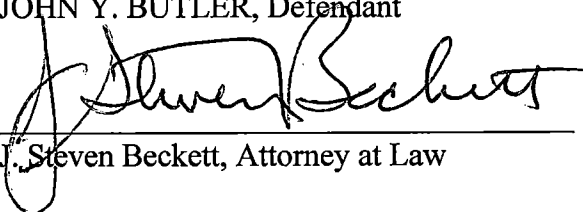
3. All written and recorded statements made under any circumstances which the State seeks to attribute to this defendant and to offer as evidence.
4. Any handwritten notes taken by the police officers, detectives, or felony review assistants in relation to the above-captioned case that were made prior to or contemporaneous with the filing of criminal charges.
5. A transcript of those portions of Grand Jury minutes containing testimony of the accused and relevant testimony of persons whom the prosecuting attorney intends to call as witnesses at the trial. Further, that the State disclose to the court for examination any transcripts which contain testimony of such persons which the State believes is not relevant to this cause, and if such testimony is found by the court to be relevant, that said transcripts be disclosed to defense counsel.
6. Any reports or statements of experts, made in connection with the particular case and any and all results of scientific tests, experiments, and examinations made by experts or others and the names and a statement of qualifications of the expert of such persons who conducted the tests (including such tests as: drug identification, pathological reports, ballistics, fingerprints, tests for blood, and other stains, pertinent to this case.)
7. A list of books, papers, documents, photographs or tangible objects that the prosecuting attorney intends to use in the hearing or trial or that were obtained from or belong to the accused:
 - (a) The date and time the property was acquired;
 - (b) The location from which the property was acquired;
 - (c) The name and address of the person or persons who first took the property into their possession;
 - (d) Reports made by law enforcement authorities pertaining to this property, including, but not limited to scientific tests, experiments, or comparisons, and that such property be made available to the defendant for inspection before trial.
8. A list of, and an opportunity to examine and photocopy, all books, papers, documents, photographs, or tangible objects which the prosecution intends to use in the hearing or trial, or which were obtained from or belong to the accused.
9. Any record of prior criminal convictions, which may be used for impeachment, of persons whom the State intends to call as witnesses at any hearing or trial.

10. Any record of any criminal or civil action pending against any persons whom the State intends to call as witnesses in any hearing or trial involving the People of the State of Illinois or any subdivision thereof, or whether there has been such action pending since the date of the alleged offense which is the basis for this prosecution, the nature of such action, and any outcome thereof.
11. It is requested that the prosecution disclose to the defense the names and addresses of any witness or witnesses who may be or would be favorable to the defense. These witnesses should be clearly and separately identified on the list of witnesses. The same disclosure is requested of any physical evidence, scientific evidence, reports, or statements of experts that might be or would be favorable to the defense.
12. It is requested that the prosecution be instructed not to advise persons having relevant material information to refrain from discussing the case with defense counsel.
13. It is requested that the prosecution be under a continuing duty to disclose additional information subject to disclosure which is learned after the filing of this motion.

WHEREFORE, the Defendant respectfully requests that this Court enter an Order requiring the prosecution to fulfill the aforesaid requests within 28 days.

Respectfully submitted,
JOHN Y. BUTLER, Defendant

By:


J. Steven Beckett, Attorney at Law

J. STEVEN BECKETT
BECKETT & WEBBER, P.C.
508 South Broadway Avenue
Urbana IL 61801
(217) 328-0263 [Voice]
(217) 328-0290 [Facsimile]
steve@BeckettWebber.com

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of September, 2017, a copy of the foregoing *Motion for Discovery* was served by hand delivery:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701



J. STEVEN BECKETT

J. STEVEN BECKETT #0151580
BECKETT & WEBBER, P.C.
508 South Broadway
Urbana IL 61801
steve@beckettwebber.com
(217) 328-0263
(217) 328-0290 FAX

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

THE PEOPLE OF THE
STATE OF ILLINOIS

VS.

JOHN BUTLER,
Defendant.

)
)
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)

McLEAN

FILED

SEP 29 2017

CIRCUIT CLERK

COUNTY

NO. 17 CF 1025

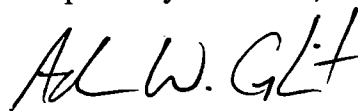
MOTION FOR SUBSTITUTION OF JUDGE

NOW COMES the People of the State of Illinois, by Jason Chambers, State's Attorney in and for the County of McLean, State of Illinois, and moves this Court to enter an Order for Substitution of Judge and in support thereof, states as follows:

1. That this Motion is made pursuant to 725 ILCS 5/114-5(c) (formerly Illinois Revised Statutes, 1985, Chapter 38, Section 114-5).
2. That the above cause of action has been assigned to the Honorable Scott Drazewski.
3. That this motion has been filed within 10 days and is in proper form.
4. That the State requests Judge Scott Drazewski be substituted under 725 ILCS 5/114-5(c), on the grounds that said judge is prejudiced against the State.
5. That the State requests this case be sent to Chief Judge Kevin Fitzgerald to be reassigned to another judge not named in this motion.

WHEREFORE, the State moves this Court to enter an Order substituting judge or for an Order assigning said cause to a judge other than Judge Scott Drazewski.

Respectfully submitted,



Adam W. Ghrist
Assistant State's Attorney

PROOF OF SERVICE

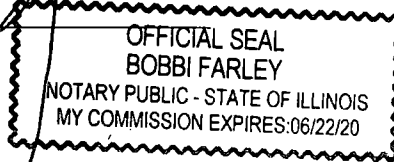
✓ Via United States mail with proper postage affixed of a copy of the same on September 29 of 2017 to the office of the attorney of record specifically being Steven Beckett, 508 S. Broadway, Urbana, IL 61801.

Car

Subscribed to and sworn before me on the 29

Day of September, 2017

Bobbi Farley
Notary Public



STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McLEAN

THE PEOPLE OF THE STATE OF ILLINOIS

vs.

No. 17 CF 1025

John Butler

Defendant

FELONY ARRAIGNMENT AND PRE-TRIAL DISCOVERY ORDER

Defendant appears in open court (~~in custody~~) with counsel. People appear by State's Attorney.

Defendant furnished copy of Information(s), Bill(s) of indictment, acknowledges receipt, waives reading and enters plea of not guilty.

That without the necessity for the People or Defendant to file Motions for Discovery, the People are ORDERED to tender, to Defendant's attorney of record, all Discovery required by Supreme Court Rule 412, and Defendant is ORDERED to tender to the People, all Discovery required by Supreme Court Rule 413. Both parties are to comply with Supreme Court Rules 411, 414 and 415. Each party shall file a copy of Discovery so provided with the Circuit Clerk at the time said Discovery is tendered to opposing party with proof of service.

People shall file their Answer to Discovery within 14 days of the entry of this Order and the Defendant shall file its Answer to Discovery within 28 days of the entry of this Order.

All PRE-TRIAL MOTIONS must be filed within 21 days after compliance by the opposing party with this Order. The moving party shall arrange a prompt hearing of said Motion with the Court and notify the opposing party by serving the opponent with a copy of said Motion not less than 5 working days prior to the date the movant seeks to present the Motion to the Court.

Defendant and both counsel are advised this case is placed on the trial call of Judge Scott Drazewski Courtroom 4D and is set for status/pre-trial on 11/3/17 @ 10. All Parties ordered to appear.

Defendant is (released on bond heretofore tendered)
(~~remanded to the custody of the Sheriff~~)

ENTERED: 9/29/17

JUDGE [Signature]

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF MCLEAN

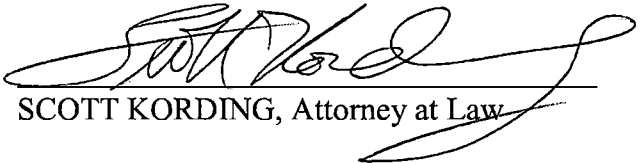
PEOPLE OF THE STATE OF ILLINOIS,)
)
Plaintiff,)
)
vs.) No. 17-CF-1025
)
JOHN Y. BUTLER,)
)
Defendant.)

ENTRY OF APPEARANCE AS CO-COUNSEL

NOW COMES Attorney SCOTT KORDING of Meyer Capel, P.C., who enters his appearance as co-counsel on behalf of the Defendant, JOHN Y. BUTLER. The undersigned attorney requests that all court documents and correspondence pertaining to this cause be sent to the undersigned counsel via hand delivery or U.S. mail to the law office identified below. Unless consent is obtained subsequent to the filing of this instrument, the undersigned counsel does not consent to service of pleadings or other court papers via facsimile.

Dated this 26th day of September, 2017.

Respectfully submitted,


SCOTT KORDING, Attorney at Law

SCOTT KORDING
MEYER CAPEL, P.C.
202 North Center Street, Suite 2
Bloomington, IL 61701
(309) 829-9486 [Voice]
(309) 827-8139 [Facsimile]
SKording@MeyerCapel.com

FILED
SEP 27 2017
MCLEAN COUNTY
CIRCUIT CLERK

State of Illinois
ELEVENTH JUDICIAL CIRCUIT COURT
McLean County County, IL

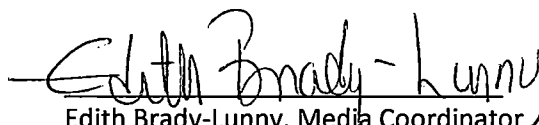
2017CF1025

State of Illinois
V
John Y. Butler

FILED
SEP 27 2017
McLEAN COUNTY
CIRCUIT CLERK

Media Coordinator's Notice of Request for Extended Media Coverage of Trial or Proceedings
COMES NOW the undersigned Media Coordinator, who states as follows:

1. Certain representatives of the news media want to use:
☒ photographic equipment; ☒ television cameras; ☒ electronic sound recording equipment
in courtroom coverage of the above proceeding. (Check the appropriate type(s) of equipment
requested.)
 2. The trial or proceeding to be covered by extended media techniques is scheduled on Sept. 29, 2017.
 3. This request for extended media coverage is described as follows (e.g. the number of Photographers
with still cameras):
 - 1 Photographer 1 television cameras; recording equipment
 4. This notice for extended media coverage is filed (check appropriate box):
at least 14 days in advance of the proceeding for which extended media coverage is being requested:
Or
 X this notice cannot be filed within 14 days of the proceedings because:
Arraignment was scheduled less than two weeks before this request.
 5. A copy of this notice is being provided to all counsel of record, parties appearing without
Counsel, the circuit court, the circuit court administrator for the judicial court, and the judicial officer
expected to preside at the trial or proceeding for which extended media coverage has been requested
as follows:
- Attorneys:**
Defendants: Steven Beckett/Scott Kording
State: State's Attorney Jason Chambers
Trial Court Administrator: William Scanlon
Presiding Judge: Judge Casey Costigan
6. I will abide by all the provisions of the Policy for Extended Media Coverage in Circuit Courts of Illinois
and the 11th Judicial Circuit Policy for Extended Media Coverage and perform all duties as required by
me as the Media Coordinator.


Edith Brady-Lunny, Media Coordinator

Date : 09/26/2017 11:50 AM

Clerk of The Circuit Court
Eleventh Judicial Circuit
County of McLean
104 W Front St. Bloomington, IL 61701
BOND RECEIPT

Page 1 of 1



Date Received : 09/26/2017 Batch Id : CR309262017 Effective Date: 09/26/2017 Receipt # : 1223385
Manual Receipt # :

Received From : BUTLER, JOHN Y
Defendant: BUTLER, JOHN Y
Case Number : 2017CF001025

Booking # : 130244813
Citation # :

| Bond Seq | Bond Type | Face Amount | Source | Check/CC# | Deposit Amount |
|---------------------|-----------|---------------|--------|-----------|----------------------------|
| 1 | 10 | \$ 300,000.00 | CHECK | 44828 | \$ 30,000.00 |
| Total Deposited :\$ | | | | | <u>30,000.00</u> <i>th</i> |

FILED
SEP 26 2017
CLERK
COUNTY

ELEVENTH JUDICIAL CIRCUIT COURT
McLEAN COUNTY, ILLINOIS

People of the State of Illinois
vs.

Case Number(s): 2017 CF 001025

BUTLER, JOHN Y.

Defendant's Date of Birth: 08/28/1959

Defendant.

APPEARANCE BOND

The DEFENDANT has been charged with the offense(s) THEFT GREATER THAN 100K (6 COUNTS) CONDUCT TRANS. GREATER THAN 10K-100K / WIRE FRAUD (6 CTS) SALES TAX EVASION 10K-100K AND OTHER CHARGES, and bond for this offense has been set at: \$ 300,000

☐ Cash ☒ 10% Cash ☐ Real Estate, plus a bond fee of \$35.00 for a total due at release of:
\$ 30,035.00, or ☐ Personal Recognizance with the \$35.00 bond fee to be assessed as costs.

Therefore, in consideration of being released from custody, the DEFENDANT, and the BOND DEPOSITOR, if other than the defendant, agree:

1. The Defendant is indebted to the State of Illinois in the full amount of the appearance bond stated above.
2. That the DEFENDANT SHALL:
 - A. Personally appear to answer charge(s) at the McLean County Law & Justice Center, Bloomington, IL on SEPTEMBER 29 2017 at 10:00 AM/PM and appear as ordered by the Court, until discharged.
 - B. Not violate any criminal statute of any jurisdiction.
 - C. Not leave the State of Illinois without permission of the Court.
 - D. Give written notice of change of address to the Circuit Clerk within 24 hours at P.O. Box 2420, Bloomington, IL 61702
 - E. Other Conditions: _____

If the victim is a family member/household member as defined by 725 ILCS 5/112A-3(3):

- ☐ F. Refrain from contact or communication with _____ for a minimum period of 72 hours following the defendant's release from custody.
- ☐ G. Refrain from entering or remaining at residence for a minimum period of 72 hours following the defendant's release from custody.

NOTICE TO PERSON PROVIDING BOND MONEY
IF OTHER THAN DEFENDANT (725 ICLS 5/110-7)

I hereby acknowledge that I have posted bond for the above named defendant. I further understand that if the defendant fails to comply with the conditions of this bond, that the Court shall enter an order declaring the bond to be forfeited and used to pay costs, attorney's fees, fines, child support obligations or other purposes authorized by the Court. I further understand upon disposition of the case, part or the entire bond may be used to pay fines, costs, fees, restitution, child support or other financial obligations of the defendant.

Print Depositor's Name _____

Signature: _____

SSN: _____

Date of Birth: _____

Address: _____

City, State, Zip: _____

ASSIGNMENT OF BOND BY THE DEFENDANT

I hereby authorize the return of the bond herein posted to the person shown above after all conditions of the bond have been met.

DEFENDANT'S SIGNATURE: _____

CERTIFICATE OF DEFENDANT

I, the Defendant, do hereby state that I know and understand the terms and conditions of this appearance bond as shown on the front and reverse of this form. I understand further that if at any time prior to the final disposition of the charge(s), I escape or am released on bond and fail to appear in Court when required, I thereby waive my right to confront witnesses against me; the trial or sentencing can proceed in my absence; I forfeit the security posted; judgment will be entered against me in the full amount of this bond, plus costs; a warrant may be issued in which additional bond may be required to be posted. I understand and accept the terms and conditions set forth above and on the reverse side of this appearance bond.

Print Defendant's Name JOHN Y. BUTLER

Signature of DEFENDANT [Signature]

SSN: 361-56-1629

Address: 9513 N 2125 EAST RD

City, State, Zip: BLOOMINGTON ILLINOS 61705

Signed and acknowledged before me and bond received by me this

25TH day of SEPTEMBER, 2017

[Signature]
CORRECTIONAL OFFICER/SERGEANT

Official Capacity

APPLICATION OF BOND

When the person charged (the Defendant) has been discharged from all obligations in the case, the bond posted shall be distributed by the Circuit Clerk as follows:

- A. When a 100% bond has been posted, the Clerk shall satisfy any and all financial obligations in the court file in which the bond was posted unless otherwise ordered by the Court. Any remaining balance shall be refunded to the Defendant or the Surety, unless the Court orders the refund be directed to some other person, or the balance be applied to costs in a different court file.
- B. When a 10% bond has been posted, then 90% of the bond posted shall be disbursed by the Clerk to satisfy any and all financial obligations in the court file in which the bond was posted as outlined in 725 ILCS 5/110-7, unless otherwise ordered by the Court. The remaining 10% of the bond, but not less than \$5.00, shall be retained as court costs. Pursuant to Administrative Order 2004-6, any remaining balance shall be first used to satisfy any child support obligations of the same defendant incurred in a different case, if any, with any remaining balance transferred to satisfy the fines, fees, court costs, restitution, public defender fees or other financial obligations of the same defendant in different cases. Any remaining balance shall be refunded to the Defendant or the Surety, unless the Court orders the refund be directed to some other person, entity or file.
- C. Any real estate, stocks or securities that have been posted as bond shall be returned to the Defendant or to the Surety, and any lien on any real estate will be discharged, unless otherwise ordered by the Court.

Revised: March 2017

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS

VS.

JOHN Y BUTLER

Date of Information:

101 S MADISON STR
BLOOMINGTON, IL 61701

DOCKET NO.

2017003389

CASE NO.

2017CF001025

WARRANT OF ARREST



DOCKET NO. 2017003389

TO ALL PEACE OFFICERS OF THE STATE OF ILLINOIS:

You are hereby commanded to arrest **JOHN Y BUTLER** and bring said person without unnecessary

delay before Judge **ROBERT FREITAG** of the Circuit court of the ELEVENTH JUDICIAL CIRCUIT, MCLEAN COUNTY, in the Courtroom usually occupied by this Judge in the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois 61701, or if the above-named Judge is unable to act, before the most accessible Court in said County, to answer for the offense(s) of

THEFT >\$100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(1)(A) (6 Counts), THEFT >\$100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(2)(A) (6 Counts), THEFT/\$10K-100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(1)(A) (5 Counts), THEFT/\$10K-100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(2)(A) (5 Counts), CONDUCT TRANSACTION>\$10K-100K Stat:720 ILCS 5/29B-1(a)(1) (4 Counts), FL FILE/FRAUD LLC ROT >\$300 Stat:35 ILCS 120/13(a) (6 Counts), WIRE FRAUD Stat:720 ILCS 5/17-24(b) (6 Counts), SALES TX EVSN>\$10<100K/CONCL Stat:35 ILCS 120/13(b)(i) , Conspiracy- SALES TX EVSN>\$10<100K/CONCL Stat:35 ILCS 120/13(b)(i) , CONDUCT TRANSACTION>\$100-500K Stat:720 ILCS 5/29B-1(a)(1) (4 Counts)

and hold said person to bail.

Arrest on: **Arrest on Charges**

Date of Offense: **03/11/2017**

The amount of bail is \$ **300,000.00**

Type Bail: **Bond - 10%**

ISSUED AT BLOOMINGTON, ILLINOIS this

20th day of September, 2017.

Robert Freitag

McLEAN

FILED

SEP 26 2017

CIRCUIT CLERK

COUNTY

ARRESTING AGENCY
ISP

II. IDENTIFICATION INFORMATION

Date Of Info:

| | | |
|-----|------|---------------|
| Sex | Race | Date of Birth |
| M | W | 08/28/1959 |

| | | | | |
|-------------|-------------------|-----------------|-------|--------------------|
| Master ID # | Social Security # | Drivers License | State | Originating Agency |
| 100823267 | | | | ISP |

STATE OF ILLINOIS }
 MCLEAN COUNTY }

ss.

RETURN OF SERVICE

I have executed the within Warrant by arresting the within-named defendant in accordance with the provisions of 725 ILCS 5/110-9, defendant released on bail in sum of \$ _____, this 25 day of September

2017. FEES: Service and Return \$ 22.00; Mileage (6 mi. @ 50 \$)

\$ 3.00; TOTAL: \$ 25.00

(7)th

[Signature]

Peace Officer

Arresting Agency
ISP

**IN THE CIRCUIT COURT FOR THE
ELEVENTH JUDICIAL CIRCUIT OF ILLINOIS
MCLEAN COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS,)
Plaintiff,)
)
v.) No. 2017-CF- **1025**
)
JOHN Y. BUTLER)
Defendant.)

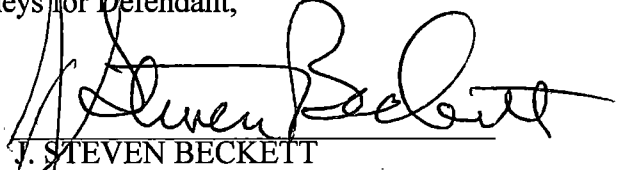
FILED
SEP 25 2017
MCLEAN COUNTY
CIRCUIT CLERK

ENTRY OF APPEARANCE

NOW COMES J. STEVEN BECKETT of the law firm **BECKETT & WEBBER, P.C.**,
and enters his appearance as counsel on behalf of the Defendant **JOHN Y. BUTLER**.

BECKETT & WEBBER, P.C.
Attorneys for Defendant,

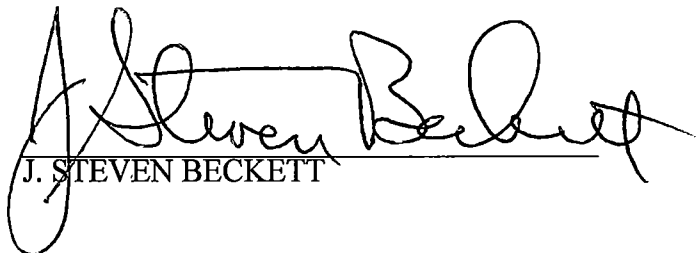
BY:


J. STEVEN BECKETT

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of September, 2017, a copy of the foregoing *Entry of Appearance* was served by hand delivery:

State's Attorney's Office
McLean County Courthouse
104 W. Front Street
Bloomington, IL 61701


J. STEVEN BECKETT

J. STEVEN BECKETT #0151580
BECKETT & WEBBER, P.C.
508 South Broadway
Urbana IL 61801
steve@beckettwebber.com
(217) 328-0263
(217) 328-0290 FAX

FILED
SEP 25 2017
MCLEAN COUNTY
CIRCUIT CLERK

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY, ILLINOIS

THE PEOPLE OF THE STATE OF ILLINOIS

VS.

JOHN Y BUTLER

Date of Information:

101 S MADISON STR
BLOOMINGTON, IL 61701

DOCKET NO.

2017003389

CASE NO.

2017CF001025

SUPPRESSED

McLEAN

FILED

SEP 20 2017

COUNTY

CIRCUIT CLERK

WARRANT OF ARREST



TO ALL PEACE OFFICERS OF THE STATE OF ILLINOIS:

DOCKET NO. 2017003389

You are hereby commanded to arrest **JOHN Y BUTLER** and bring said person without unnecessary

delay before Judge **ROBERT FREITAG** of the Circuit court of the ELEVENTH JUDICIAL CIRCUIT, MCLEAN COUNTY, in the Courtroom usually occupied by this Judge in the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois 61701, or if the above-named Judge is unable to act, before the most accessible Court in said County, to answer for the offense(s) of

THEFT >\$100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(1)(A) (6 Counts), THEFT >\$100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(2)(A) (6 Counts), THEFT/\$10K-100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(1)(A) (5 Counts), THEFT/\$10K-100K/SCHOOL/WORSHIP Stat:720 ILCS 5/16-1(a)(2)(A) (5 Counts), CONDUCT TRANSACTION>\$10K-\$100K Stat:720 ILCS 5/29B-1(a)(1) (4 Counts), FL FILE/FRAUD LLC ROT >\$300 Stat:35 ILCS 120/13(a) (6 Counts), WIRE FRAUD Stat:720 ILCS 5/17-24(b) (6 Counts), SALES TX EVSN>\$10<100K/CONCL Stat:35 ILCS 120/13(b)(i) , Conspiracy- SALES TX EVSN>\$10<100K/CONCL Stat:35 ILCS 120/13(b)(i) , CONDUCT TRANSACTION>\$100-500K Stat:720 ILCS 5/29B-1(a)(1) (4 Counts)

and hold said person to bail.

Arrest on: **Arrest on Charges**

Date of Offense: **03/11/2017**

The amount of bail is \$ **300,000.00**

Type Bail: **Bond - 10%**

ISSUED AT BLOOMINGTON, ILLINOIS this

20th day of September, 2017.

Robert Freitag

IDENTIFICATION INFORMATION

Date Of Info:

Sex

Race

Date of Birth

M

W

08/28/1959

Master ID #

Social Security #

Drivers License

State

Originating Agency

100823267

ISP

STATE OF ILLINOIS }
MCLEAN COUNTY }

ss.

RETURN OF SERVICE

I have executed the within Warrant by arresting the within-named defendant in accordance with the provisions of 725 ILCS 5/110-9,
defendant released on bail in sum of \$ _____, this _____ day of _____,

_____. FEES: Service and Return \$ _____; Mileage (_____ mi. @ _____ \$)

\$ _____; TOTAL: \$ _____.

Peace Officer

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 44 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 11th day of March, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWING THAT THE PROPERTY INVOLVED IN A FINANCIAL TRANSACTION, WITH VALUE EXCEEDING
\$100,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY,
CONDUCTED FINANCIAL A TRANSACTION WHICH HE KNEW OR REASONABLY SHOULD HAVE KNOWN WAS
DESIGNED IN WHOLE OR IN PART TO CONCEAL OR DISGUISE THE NATURE, THE LOCATION, OR THE
CONTROL OF THE CRIMINALLY DERIVED PROPERTY IN THAT HE, AFTER RECEIVING A \$247,843.42
CHECK FROM THE CITY OF BLOOMINGTON, TRANSFERRED \$162,004.72 FROM THE COLISEUM FUND
BANK ACCOUNT TO THE CIAM SAVINGS ACCOUNT, OF WHICH, \$142,887.29 WAS SUBSEQUENTLY
TRANSFERRED TO THE PERSONAL BANK ACCOUNTS OF JOHN BUTLER,

IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (B) (I)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

MCLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 43 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 11th day of March, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWING THAT THE PROPERTY INVOLVED IN A FINANCIAL TRANSACTION, WITH VALUE EXCEEDING
\$100,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY,
CONDUCTED A FINANCIAL TRANSACTION WHICH HE KNEW OR REASONABLY SHOULD HAVE KNOWN WAS
DESIGNED IN WHOLE OR IN PART TO CONCEAL OR DISGUISE THE NATURE, THE LOCATION, OR THE
CONTROL OF THE CRIMINALLY DERIVED PROPERTY IN THAT HE CAUSED A \$247,843.42 CHECK FROM
THE CITY OF BLOOMINGTON TO BE DEPOSITED INTO THE COLISEUM FUND BANK ACCOUNT, OF WHICH,
\$142,887.29 WAS SUBSEQUENTLY TRANSFERRED TO THE PERSONAL BANK ACCOUNTS OF JOHN BUTLER,

IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (B) (I)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 42 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 18th day of January, 2013 through the 20th day of March,
2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS, WITH VALUE EXCEEDING
\$10,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY,
CONDUCTED FINANCIAL TRANSACTIONS WHICH HE KNEW OR REASONABLY SHOULD HAVE KNOWN WAS
DESIGNED IN WHOLE OR IN PART TO CONCEAL OR DISGUISE THE NATURE, THE LOCATION, OR THE
SOURCE OF THE CRIMINALLY DERIVED PROPERTY IN THAT A FINANCIAL DISPOSITION TITLED
"KELLY DISCOUNT" WAS UTILIZED IN THE SETTLEMENT WORKBOOK AT THE CONCLUSION OF EVENTS
AT THE COLISEUM WHICH RESULTED IN \$34,761.17 IN COMMISSIONS DUE TO THE CITY OF
BLOOMINGTON BEING RETAINED AS PROFIT BY BMI CONCESSIONS,

COUNT 42 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 41
IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (B) (I)

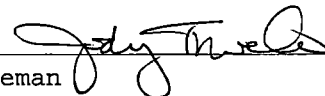
in violation of 720 ILCS 5/29B-1(a) (1)

A Class 2 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

MCLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 41 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 18th day of January, 2013 through the 20th day of March,
2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS, WITH VALUE EXCEEDING
\$10,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY,
CONDUCTED FINANCIAL TRANSACTIONS WITH THE INTENT TO PROMOTE THE CARRYING ON OF THAT
THEFT IN THAT A FINANCIAL DISPOSITION TITLED "KELLY DISCOUNT" WAS UTILIZED IN THE
SETTLEMENT WORKBOOK AT THE CONCLUSION OF EVENTS AT THE COLISEUM WHICH RESULTED IN
\$34,761.17 IN COMMISSIONS DUE TO THE CITY OF BLOOMINGTON BEING RETAINED AS PROFIT BY
BMI CONCESSIONS,

IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (A)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 2 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 40 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS, WITH VALUE EXCEEDING \$100,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY, CONDUCTED FINANCIAL TRANSACTIONS WHICH HE KNEW OR REASONABLY SHOULD HAVE KNOWN WAS DESIGNED IN WHOLE OR IN PART TO CONCEAL OR DISGUISE THE NATURE, THE LOCATION, OR THE SOURCE OF THE CRIMINALLY DERIVED PROPERTY IN THAT A PRICING SCHEME WAS IMPLEMENTED WHICH CREATED SALES OF IMPROPER REDUCED COST ITEMS AT CONCESSIONS WHEREBY \$151,404.50 IN COMMISSIONS DUE TO THE CITY OF BLOOMINGTON WERE RETAINED AS PROFIT BY BMI CONCESSIONS,

COUNT 40 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 39
IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (B) (I)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 39 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS, WITH VALUE EXCEEDING \$100,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY, CONDUCTED FINANCIAL TRANSACTIONS WITH THE INTENT TO PROMOTE THE CARRYING ON OF THAT THEFT IN THAT A PRICING SCHEME WAS IMPLEMENTED WHICH CREATED SALES OF IMPROPER REDUCED COST ITEMS AT CONCESSIONS WHEREBY \$151,404.50 IN COMMISSIONS DUE TO THE CITY OF BLOOMINGTON WERE RETAINED AS PROFIT BY BMI CONCESSIONS,

IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (A)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

MCLEAN
FILED
SEP 20 2017
CIRCUIT CLERK
COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 38 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 1st day of January, 2013 through the 31st day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

CONSPIRACY TO COMMIT TAX EVASION

IN THAT THE DEFENDANT, WITH THE INTENT THAT THE OFFENSE OF TAX EVASION, EXCEEDING \$10,000, UNDER 35 ILCS 120/13(B)(I) BE COMMITTED, AGREED WITH ANOTHER PERSON TO THE COMMISSION OF THAT OFFENSE AND THAT AN ACT IN FURTHERANCE OF THAT CONSPIRACY OCCURRED WHEN JAY LAESCH FILED A FRAUDULENT SALES AND USE TAX RETURN ON BEHALF OF BMI CONCESSIONS, LLC,

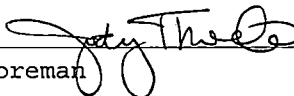
in violation of 720 ILCS 5/8-2

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID


Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 37 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 1st day of January, 2013 through the 31st day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

TAX EVASION

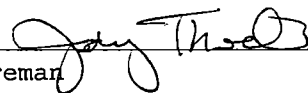
IN THAT HE, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY ATTEMPTED TO EVADE THE TAX IMPOSED ON HIM, IN AN AMOUNT EXCEEDING \$10,000, AND HE COMMITTED AN AFFIRMATIVE ACT IN FURTHERANCE OF THE EVASION IN THAT FALSIFIED INFORMATION DOCUMENTING THE AMOUNT OF MONEY RECEIVED BY BMI CONCESSIONS, LLC FROM CASH SALES OF CONCESSIONS WAS ENTERED INTO THE SETTLEMENT WORKSHEETS AT THE CONCLUSION OF EVENTS IN THE COLISEUM,

in violation of 35 ILCS 120/13(b)(i)

A Class 2 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |


Foreman

Additional ID

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN
FILED
SEP 20 2017
CIRCUIT CLERK
COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

2017 CF 1025

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 36 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of April, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR MARCH, 2016 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES IN
LINE 4A OF SAID RETURN,

COUNT 36 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 35

in violation of 720 ILCS 5/17-24(b)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 35 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of April, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF MARCH, 2016, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY, ILLINOIS,
JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE FILING OF
SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED TO BE
FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 34 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of February, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR JANUARY, 2016 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES
IN LINE 4A OF SAID RETURN,

COUNT 34 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 33

in violation of 720 ILCS 5/17-24(b)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman Jody Thweles

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 33 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of February, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF JANUARY, 2016, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY,
ILLINOIS, JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE
FILING OF SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED
TO BE FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman Jody Threlk

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 32 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of June, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR MAY, 2015 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES IN
LINE 4A OF SAID RETURN,

COUNT 32 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 31

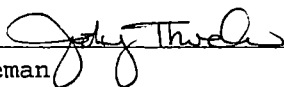
in violation of 720 ILCS 5/17-24(b)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 31 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 19th day of June, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF MAY, 2015, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY, ILLINOIS,
JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE FILING OF
SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED TO BE
FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 30 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 16th day of April, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR MARCH, 2015 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES IN
LINE 4A OF SAID RETURN,

COUNT 30 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 29

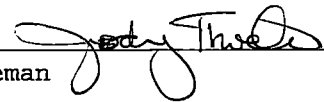
in violation of 720 ILCS 5/17-24(b) A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman



LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 29 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 16th day of April, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF MARCH, 2015, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY, ILLINOIS,
JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE FILING OF
SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED TO BE
FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF1025

BILL OF INDICTMENT

COUNT 28 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 20th day of January, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR DECEMBER, 2014 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES
IN LINE 4A OF SAID RETURN,

COUNT 28 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 27

in violation of 720 ILCS 5/17-24(b) A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN
FILED
SEP 20 2017
CIRCUIT CLERK
COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 27 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 20th day of January, 2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF DECEMBER, 2014, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY,
ILLINOIS, JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE
FILING OF SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED
TO BE FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

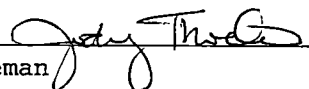
in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 26 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 16th day of April, 2014 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
WIRE FRAUD

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT HE WAS LEGALLY RESPONSIBLE, KNOWINGLY
DEvised A SCHEME TO DEFRAUD BY MEANS OF FALSE REPRESENTATIONS, AND FOR THE PURPOSE OF
EXECUTING SAID SCHEME, TRANSMITTED FROM WITHIN ILLINOIS A WRITING BY MEANS OF WIRE
WHEN HE CAUSED TO BE FILED, VIA ELECTRONIC FILING, A FRAUDULENT STATE OF ILLINOIS
SALES AND USE TAX RETURN FOR MARCH, 2014 WHICH UNDERSTATED AMOUNTS OF TAXABLE SALES IN
LINE 4A OF SAID RETURN,

COUNT 26 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 25

in violation of 720 ILCS 5/17-24(b)

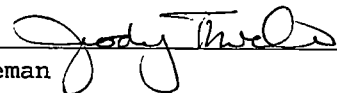
A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman



LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 25 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 16th day of April, 2014 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
FILING A FRAUDULENT SALES AND USE TAX RETURN

IN THAT BMI CONCESSIONS, LLC WAS A LIMITED LIABILITY COMPANY ENGAGED IN THE BUSINESS
OF SELLING TANGIBLE PERSONAL PROPERTY AT RETAIL IN THE STATE OF ILLINOIS DURING THE
MONTH OF MARCH, 2014, HAD ITS PRINCIPLE PLACE OF BUSINESS IN MCLEAN COUNTY, ILLINOIS,
JOHN BUTLER WAS AN OFFICER OF BMI CONCESSIONS, LLC, RESPONSIBLE FOR THE FILING OF
SALES TAX RETURNS FOR SAID BUSINESS, AND AS SUCH AGENT, HE KNOWINGLY CAUSED TO BE
FILED A FRAUDULENT SALES AND USE TAX RETURN FOR SAID MONTH IN THAT HE KNOWINGLY
UNDERSTATED AMOUNTS OF TAXABLE SALES IN LINE 4A OF SAID RETURN AND THE AMOUNT OF TAX
DUE THE STATE OF ILLINOIS EXCEEDS \$300,

in violation of 35 ILCS 120/13(a)

A Class 3 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

Judy Threlk

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 24 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of January, 2013 through the 29th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS WITH VALUE EXCEEDING \$10,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY, CONDUCTED SUCH FINANCIAL TRANSACTIONS WHICH HE KNEW OR REASONABLY SHOULD HAVE KNOWN WAS DESIGNED IN WHOLE OR IN PART TO CONCEAL OR DISGUISE THE NATURE, THE LOCATION, OR THE SOURCE OF THE CRIMINALLY DERIVED PROPERTY IN THAT CASH SALE TRANSACTIONS OF CONCESSIONS TOTALING \$102,571.45 WERE CONDUCTED WITH THE INTENT TO UNDERREPORT COMMISSIONS DUE TO THE CITY OF BLOOMINGTON IN THE AMOUNT OF \$14,005,

COUNT 24 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 23
IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (B) (I)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 2 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman

Additional ID

LIST OF WITNESSES

Intake Report#:

20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 23 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of January, 2013 through the 29th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

MONEY LAUNDERING

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWING THAT THE PROPERTY INVOLVED IN FINANCIAL TRANSACTIONS WITH VALUE EXCEEDING \$10,000, REPRESENTED THE PROCEEDS FROM THEFT AND WAS CRIMINALLY DERIVED PROPERTY, CONDUCTED SUCH FINANCIAL TRANSACTIONS WITH THE INTENT TO PROMOTE THE CARRYING ON OF THAT THEFT IN THAT CASH SALE TRANSACTIONS OF CONCESSIONS TOTALING \$102,571.45 WERE CONDUCTED WITH THE INTENT TO UNDERREPORT COMMISSIONS DUE TO THE CITY OF BLOOMINGTON IN THE AMOUNT OF \$14,005,

IN VIOLATION OF 720 ILCS 5/29B-1(A) (1) (A)

in violation of 720 ILCS 5/29B-1(a) (1)

A Class 2 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
MCLEAN COUNTY
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 22 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of January, 2013 through the 29th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT CASH SALES REPORTING ON CONCESSIONS WAS MANIPULATED, THEREBY REDUCING COMMISSIONS PAID TO THE CITY OF BLOOMINGTON IN THE AMOUNT \$14,005,

COUNT 22 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 21

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

Jody Throck

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
MCLEAN COUNTY
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 21 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of January, 2013 through the 29th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

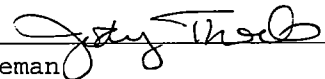
IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT CASH SALES
REPORTING ON CONCESSIONS WAS MANIPULATED, THEREBY REDUCING COMMISSIONS PAID TO THE
CITY OF BLOOMINGTON IN THE AMOUNT \$14,005,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman 

Additional ID

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 20 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 18th day of January, 2013 through the 20th day of March,
2015 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
COMMISSIONS ON SALES OWED TO THE CITY OF BLOOMINGTON WERE REDUCED BY \$34,761.17
THROUGH THE USE OF THE "KELLY DISCOUNT",

COUNT 20 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 19

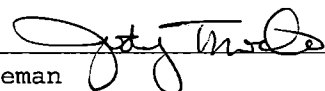
in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

*dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 19 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 18th day of January, 2013 through the 20th day of March, 2015 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT COMMISSIONS ON SALES OWED TO THE CITY OF BLOOMINGTON WERE REDUCED BY \$34,761.17 THROUGH THE USE OF THE "KELLY DISCOUNT",

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman

Additional ID

LIST OF WITNESSES

Intake Report#:

20174314



Report Number: 1613024

Agency: Illinois State Police

*Dismissed
8/31/18*

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 18 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
\$151,404.50 IN COMMISSIONS ON SALES OF IMPROPERLY DISCOUNTED CONCESSIONS ITEMS WAS NOT
PAID TO THE CITY OF BLOOMINGTON,

COUNT 18 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 17

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
MCLEAN COUNTY
CIRCUIT CLERK

*Dismissed
8/31/18*

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 17 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT \$151,404.50 IN COMMISSIONS ON SALES OF IMPROPERLY DISCOUNTED CONCESSIONS ITEMS WAS NOT PAID TO THE CITY OF BLOOMINGTON,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Jody Threlk
Foreman

Additional ID

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 16 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
\$186,165.67 IN COMMISSIONS ON SALES OF IMPROPERLY DISCOUNTED ITEMS, INCLUDING
DISCOUNTED CONCESSIONS ITEMS AND THE "KELLY DISCOUNT", WAS NOT PAID TO THE CITY OF
BLOOMINGTON,

COUNT 16 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 15
COUNT 16 ALLEGES CONDUCT WHICH AGGREGATES COUNTS 18 AND 20

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

*dismissed
8/31/18*

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 15 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of November, 2007 through the 27th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
\$186,165.67 IN COMMISSIONS ON SALES OF IMPROPERLY DISCOUNTED ITEMS, INCLUDING
DISCOUNTED CONCESSIONS ITEMS AND THE "KELLY DISCOUNT", WAS NOT PAID TO THE CITY OF
BLOOMINGTON,

COUNT 15 ALLEGES CONDUCT WHICH AGGREGATES COUNTS 17 AND 19

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

Jay Truel

*dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 14 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of January, 2008 through the 27th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
\$229,389.72 IN COMMISSIONS ON SALES OF THIRD PARTY CONCESSIONS ITEMS WAS NOT PAID TO
THE CITY OF BLOOMINGTON,

COUNT 14 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 13

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

*Dismissed
8/31/18*

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 13 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of January, 2008 through the 27th day of March,
2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT
\$229,389.72 IN COMMISSIONS ON SALES OF THIRD PARTY CONCESSIONS ITEMS WAS NOT PAID TO
THE CITY OF BLOOMINGTON,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

Jody Threlk

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

MCLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 12 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 1st day of August, 2008 through the 29th day of
February, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID \$140,098.05 FOR LEGAL FEES WHICH WERE DISGUISED AS "EXTRAORDINARY
EXPENSES" OF THE COLISEUM,

COUNT 12 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 11

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman

Additional ID

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF1025

BILL OF INDICTMENT

COUNT 11 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 1st day of August, 2008 through the 29th day of
February, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID \$140,098.05 FOR LEGAL FEES WHICH WERE DISGUISED AS "EXTRAORDINARY
EXPENSES" OF THE COLISEUM,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman

Additional ID

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

*Dismissed
8/31/18*

MCLEAN

FILED
SEP 20 2017
CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 10 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of April, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID \$10,174.44 FOR CLEANING SUPPLIES AND EQUIPMENT WHICH HAD
PREVIOUSLY BEEN PAID FOR BY THE CITY OF BLOOMINGTON,

COUNT 10 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 9

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 9 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 4th day of April, 2016 at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID \$10,174.44 FOR CLEANING SUPPLIES AND EQUIPMENT WHICH HAD
PREVIOUSLY BEEN PAID FOR BY THE CITY OF BLOOMINGTON,

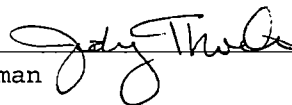
in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman 

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN
FILED
SEP 20 2017
COUNTY
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 8 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 5th day of May, 2010 through the 28th day of March, 2012
at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID, FOR REIMBURSEMENT, \$33,973.91 OVER THE COST OF CLEANING SUPPLIES
AND EQUIPMENT UTILIZED IN OPERATION OF THE COLISEUM,

COUNT 8 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 7

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman *John Threlk*

*Dismissed
8/31/18*

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 7 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 5th day of May, 2010 through the 28th day of March, 2012
at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID, FOR REIMBURSEMENT, \$33,973.91 OVER THE COST OF CLEANING SUPPLIES
AND EQUIPMENT UTILIZED IN OPERATION OF THE COLISEUM,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Foreman

Additional ID

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

Dismissed
8/31/18

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
vs.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 6 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 5th day of May, 2010 through the 4th day of April, 2016
at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID, FOR REIMBURSEMENT AND FINAL PURCHASE, \$44,148.35 OVER THE COST OF
CLEANING SUPPLIES AND EQUIPMENT UTILIZED IN OPERATION OF THE COLISEUM,

COUNT 6 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 5
COUNT 6 ALLEGES CONDUCT WHICH AGGREGATES COUNTS 8 AND 10

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

*Dismissed
8/31/18*

MCLEAN

FILED

SEP 20 2017

CIRCUIT CLERK

COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

2017 CF 1025

DEFENDANT:
JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

BILL OF INDICTMENT

COUNT 5 :The GRAND JURY of McLean County, Illinois, charges that
JOHN Y BUTLER on or about the 5th day of May, 2010 through the 4th day of April, 2016
at
BLOOMINGTON,
in the County of McLean, State of Illinois, committed the offense of
THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE,
KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF
\$10,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO
PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT THE CITY
OF BLOOMINGTON PAID, FOR REIMBURSEMENT AND FINAL PURCHASE, \$44,148.35 OVER THE COST OF
CLEANING SUPPLIES AND EQUIPMENT UTILIZED IN OPERATION OF THE COLISEUM,

COUNT 5 ALLEGES CONDUCT WHICH AGGREGATES COUNTS 7 AND 9

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class 1 Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

*dismissed
8/31/18*

McLEAN COUNTY
FILED
SEP 20 2017
CIRCUIT CLERK

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 4 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 11th day of March, 2016 through the 28th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT \$113,000 OF MONEY, WHICH WAS REPRESENTED WOULD BE USED FOR THE PAYMENT OF UTILITIES, WAS DIRECTED INTO THE BANK ACCOUNTS OF JOHN BUTLER,

COUNT 4 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 3

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN
FILED
SEP 20 2017
CIRCUIT CLERK
COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 3 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 11th day of March, 2016 through the 28th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT \$113,000 OF MONEY, WHICH WAS REPRESENTED WOULD BE USED FOR THE PAYMENT OF UTILITIES, WAS DIRECTED INTO THE BANK ACCOUNTS OF JOHN BUTLER,

in violation of 720 ILCS 5/16-1(a)(1)(A)

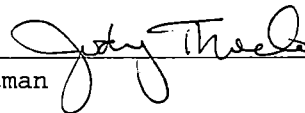
A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman



LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

McLEAN
FILED
SEP 20 2017
CIRCUIT CLERK
COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois

VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 2 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 11th day of March, 2016 through the 28th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY, AND BY DECEPTION, OBTAINED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT \$152,887.29 OF MONEY WHICH WAS MEANT TO BE USED FOR THE PAYMENT OF UTILITIES AND OTHER URGENT MATTERS WAS DIRECTED INTO THE BANK ACCOUNTS OF JOHN BUTLER IN THREE FINANCIAL TRANSACTIONS,

COUNT 2 ALLEGES THE SAME CONDUCT ALLEGED IN COUNT 1

in violation of 720 ILCS 5/16-1(a)(2)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

Intake Report#: 20174314



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY

STATE OF ILLINOIS
COUNTY OF MCLEAN

ILLINOIS CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT

The People of the State of Illinois
VS.

DEFENDANT:

JOHN Y BUTLER
101 S MADISON STR
BLOOMINGTON, IL 61701

2017 CF 1025

BILL OF INDICTMENT

COUNT 1 :The GRAND JURY of McLean County, Illinois, charges that

JOHN Y BUTLER on or about the 11th day of March, 2016 through the 28th day of March, 2016 at

BLOOMINGTON,

in the County of McLean, State of Illinois, committed the offense of

THEFT

IN THAT THE DEFENDANT, OR ONE FOR WHOSE CONDUCT THE DEFENDANT WAS LEGALLY RESPONSIBLE, KNOWINGLY OBTAINED UNAUTHORIZED CONTROL OVER PROPERTY, WITH VALUE IN EXCESS OF \$100,000, BELONGING TO THE CITY OF BLOOMINGTON, A GOVERNMENTAL ENTITY, AND INTENDED TO PERMANENTLY DEPRIVE THE OWNER OF THE USE OF BENEFIT OF THE PROPERTY IN THAT \$152,887.29 OF MONEY WHICH WAS MEANT TO BE USED FOR THE PAYMENT OF UTILITIES AND OTHER URGENT MATTERS WAS DIRECTED INTO THE BANK ACCOUNTS OF JOHN BUTLER IN THREE FINANCIAL TRANSACTIONS,

in violation of 720 ILCS 5/16-1(a)(1)(A)

A Class X Felony

A TRUE BILL

| DESCRIPTION | | |
|-------------|------|-------|
| D.O.B. | SEX | RACE |
| 08/28/1959 | Male | White |

Additional ID

Foreman

LIST OF WITNESSES

ISP
Intake Report#:

Rossiter
20174314

IL Rev Lisa Matheny



Report Number: 1613024

Agency: Illinois State Police

FILED
SEP 20 2017
CIRCUIT CLERK
MCLEAN COUNTY