



mCAPITOL MANAGEMENT, INC.
CONSULTING SERVICES AGREEMENT
WITH
VILLAGE OF HOFFMAN ESTATES

This Agreement by and between mCapitol Management, Inc., an Illinois corporation, whose mailing address is 175 West Jackson Boulevard., Suite 1900, Chicago, Illinois 60604-2814, hereinafter referred to as "mCM" and Village of Hoffman Estates, whose mailing address is 1900 Hassell Road, Hoffman Estates, Illinois 60169, hereinafter referred to as "Village of Hoffman Estates."

Given that Village of Hoffman Estates desires to retain mCM to provide services as an independent consultant, and mCM agrees to provide such services, the parties agree, in accordance with the following terms and conditions:

1. SERVICES

At times mutually agreeable to mCM and Village of Hoffman Estates, mCM will make available its services commencing on April 1, 2012. mCM services will include professional strategy, lobbying and government relations services for Village of Hoffman Estates in the public and private sector.

2. COMPENSATION

As compensation for mCM's services, Village of Hoffman Estates shall pay twelve monthly retainers of \$4,000.00 per month, to be paid on the first day of the month or upon receipt of the invoice. This agreement becomes effective on April 1, 2012 and ends on March 31, 2013, the entire 12 monthly payments hereinafter to be referred to as the "Fee." The first retainer shall be paid upon execution of the Agreement and prior to services being provided.

Then Village of Hoffman Estates shall pay monthly or quarterly. Please indicate what is preferred:

Quarterly with payment due on the 1st of the quarter.

Monthly on the 1st of the month.

In addition to the Fee, mCM will be promptly reimbursed for reasonable routine expenses, including travel, with prior approval by Village of Hoffman Estates. Receipts for such expenses shall be included in a monthly invoice, which will also describe the services performed.

If any payment is more than ten (10) days late, mCM shall (i) provide notice of late payment to Village of Hoffman Estates, and (ii) if the relevant payment is not made within thirty (30) days of receipt of such late notice, mCM shall have the option to charge a late fee of not more than 1.5% per month (18% per annum) of the monthly retainer, not to exceed the maximum rate allowed by law and suspend the provision of services until mCM receives payment. If any payment is more than sixty (60) days late, mCM shall have the option to (i) escalate payment of any unpaid portion of the Fee and require full payment of the entire unpaid portion of the Fee plus interest before recommencing services or (ii) terminate this Agreement for cause without further notice and without liability to mCM.

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175 W. Jackson Boulevard
Suite 1900
Chicago, Illinois
60604-2814

Tel: 312.831.3500
Fax: 312.831.3509

3. INDEPENDENT CONTRACTOR

It is agreed mCM is to have complete freedom of action as to the lawful details, methods, and means of performing these services. It is further understood that mCM is retained by and has contracted with Village of Hoffman Estates only for the purpose and to the extent set forth in this Agreement, and mCM is an independent contractor, and shall be free to deal with such persons, firms, or corporations as mCM deems advisable so long as same does not create a conflict of interest between Village of Hoffman Estates and such other persons, firms or corporations.

4. CONTRACT PERIOD

This Agreement becomes effective on April 1, 2012 and will continue in effect until March 31, 2013.

5. CONFIDENTIALITY

mCM shall, both during and subsequent to its services hereunder, keep confidential any technical or other information of a confidential nature, including knowledge of Village of Hoffman Estates projects and general activities. mCM will not disclose such information without Village of Hoffman Estates' express written permission. Title to all data and property involved shall remain exclusively in Village of Hoffman Estates and upon termination of services hereunder or upon request at any time, mCM shall account for and return to Village of Hoffman Estates all papers containing any such confidential information.

If disclosure of confidential information is required by judicial or other governmental action, mCM will: (i) immediately notify Village of Hoffman Estates; (ii) not make the disclosure without first allowing Village of Hoffman Estates the opportunity to oppose the action; (iii) continue to protect confidential information not otherwise made public by the court or governmental body; and (v) be released from its obligations under this Agreement to the extent of the compelled disclosure.

6. COMPLIANCE

mCM will comply with all applicable laws, regulations and official interpretations in connection with its services hereunder. In addition, mCM will obtain all permits, licenses, and registrations, and will file all reports that may be required of it by law as a result of its services hereunder.

7. TERMINATION

Either mCM or Village of Hoffman Estates may terminate this Agreement for convenience upon giving written notice to the other at least thirty (30) days prior to such termination being effective.

8. GOVERNING LAW

This Agreement is to be governed by and interpreted in accordance with the law of the State of Illinois.

VILLAGE OF HOFFMAN ESTATES

mCAPITOL MANAGEMENT, INC.

By: William D. McLeod

By: Gary J. LaPaille

Mayor William D. McLeod

Gary J. LaPaille, President

Date: May 1, 2012

Date: March 31, 2012