

# EXHIBIT D

**AFFIDAVIT OF REVA K. STILLMAN**

I, Reva K. Stillman, being first duly sworn on oath, depose and state that I have knowledge of the facts set forth in this Affidavit, and if sworn as a witness I can competently testify to the following facts:

1. I am currently 80 years old.

2. While Ms. Santiago worked for Tinley Park Hotel & Convention Center, LLC (“Tinley Park”), I was the sole manager and a 90% owner of Tinley Park through another company I owned, Mid-Continent Development & Construction, Inc. (“MCDC”).

3. Alan Rosenzweig (“Mr. Rosenzweig”) was a 10% owner and did not have the power to vote in Tinley Park matters.

4. Mr. Rosenzweig retired from the hospitality business prior to 2017.

5. Over the past few years, I have sold every company involved in the hospitality business in which I had an interest because I wanted to retire.

6. I decided to sell each business to an outside party because all four (4) of my adult children – who are currently working outside of the hospitality business – told me that they had no interest in working in or taking over any of my companies.

7. In July 2017, I entered into an Agreement of Purchase and Sale (the “Purchase Agreement”) with an unrelated third party for the purchase of 100% of Tinley Park.

8. The buyer was represented by its own counsel.

9. Due diligence was conducted from July 2017 through November 2018.

10. On or about November 13, 2018, the sale of Tinley Park closed.

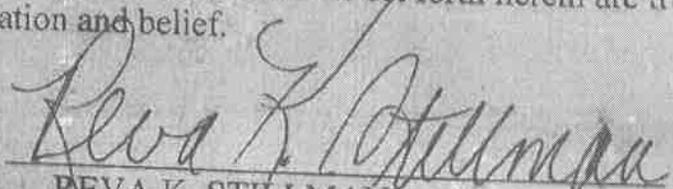
11. Neither Mr. Rosenzweig nor I are related to the buyer of Tinley Park, nor do we have an interest in or right to participate in the operations of the buyer.

12. Section 7.9 of Purchase Agreement contains a non-compete provision which prohibits Tinley Park and any of its Affiliates, for a period of two (2) years from:
- a. owning or operating a business engaged in the hotel business, or which is in competition with the Hotel;
  - b. whether or not for compensation, entering the employ of, or rendering any personal services to or for the benefit of, or receiving remuneration in the form of salary, commissions or otherwise from, any business engaged in the hotel business, or which is in competition with the Hotel; or
  - c. receiving or purchasing a financial interest in, making a loan to, or making a gift in **support** of, any **business** engaged in **the hotel** business, or **which is in competition** with the **Hotel**, in any **capacity**, including, **without limitation**, as a **sole proprietor, partner, shareholder, owner, officer, director, principal, agent, trustee or lender.**
13. I have no intention of ever returning to the hospitality business.
14. Tinley Park has never operated at any location other than at 18501 Convention Center Drive, Tinley Park, Illinois, and has ceased operating at any other location.
15. Tinley Park is no longer operating at any other locations.

Under penalty of perjury as provided by law, I certify that the statements set forth herein are true and correct to the best of my knowledge, information and belief.

DATED: February 22, 2019

By:

  
REVA K. STILLMAN