AMENDED AND RESTATED
BASEBALL STADIUM, EXPOSITION CENTER AND ARENA
DEVELOPMENT AGREEMENT
and
TRADE CENTER REDEVELOPMENT AGREEMENT

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AMENDED AND RESTATED
BASEBALL STADIUM, EXPOSITION CENTER AND ARENA
DEVELOPMENT AGREEMENT
and
TRADE CENTER REDEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED BASEBALL STADIUM, EXPOSITION CENTER AND ARENA DEVELOPMENT AGREEMENT AND TRADE CENTER REDEVELOPMENT AGREEMENT (the "**Amended Agreement**") is made and entered into as of the 1st day of September, 2002 amending and restating the Baseball Stadium and Exposition Center Development Agreement and Trade Center Redevelopment Agreement dated as of March 1, 2001, by and among the CITY OF SPRINGFIELD, MISSOURI (the "**City**"), a constitutional home rule charter municipal corporation, duly organized and existing under and by virtue of the laws of the State of Missouri and its charter, JOHN Q. HAMMONS AND JUANITA K. HAMMONS, husband and wife, and the REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED (the "**John Q. Hammons Revocable Trust**") (collectively John Q. Hammons and Juanita K. Hammons and the John Q. Hammons Revocable Trust are referred to herein as the "**Developers**"),

WITNESSETH:

WHEREAS, the City is a constitutional home rule charter municipal corporation, duly organized and existing under the laws of the State of Missouri (the "**State**") with full power and authority to enter into this Amended Agreement; and

WHEREAS, the Mayor of the City appointed a "Commission on Travel and Tourism" to review the need of the City to improve tourism visits to the City and the Commission on Travel and Tourism recommended that the City, among other things, provide assistance in the development of entertainment venues in the center city to provide entertainment to the citizens and visitors to the City by providing assistance in making available facilities in the City which could be used in providing entertainment and exhibitions for citizens of the City and visitors to the City; and

WHEREAS, by Ordinance No. 4761 the City Council of the City submitted to a vote of the qualified electors of the City at a special election held on February 3, 1998 a proposition as follows:

> Shall the City of Springfield increase the tax paid by guests using hotels, motels, and tourist courts for sleeping accommodations from two percent (2%) to four and one-half percent (4½%) to promote recreation, education, tourism and the local economy in order to carry out the recommendations of the Vision *20/20* Citizen's Committee and the Commission on Travel and Tourism by developing Civic Park, constructing an indoor ice facility and making capital grants available for projects to assist not-for-profit organizations who promote these activities such as the Discovery Center, the Gillioz and the Landers Theaters, Dickerson Park Zoo and the American National Fish and Wildlife Living Museum and Aquarium with the tax increase to end with the last debt service payment?

and the vote on the question being 15,515 in favor and 5,251 opposed it was determined that the proposition was adopted; and

WHEREAS, the City, as directed by the voters, is developing Jordan Valley Park in the City as a public park to contain those certain elements directed by the voters and others deemed necessary by the City; and, to assist the City in accomplishing the foregoing, the City created the Springfield Center City Development Corporation (the "**SCCDC**"), a public purpose not-for-profit corporation organized under and

existing by virtue of the laws of the State to assist the City in providing financing for the improvement of Jordan Valley Park and the redevelopment in the center city area; and

WHEREAS, the City requested proposals from interested developers for the development in Jordan Valley Park and John Q. Hammons d/b/a Hammons Industries, Inc. responded on behalf of the Developers proposing to develop, among other facilities, a baseball stadium, capable of serving as the home field for Southwest Missouri State University and capable of accommodating an AA minor league baseball club, with all requisite furniture, fixtures and equipment as well as typical amenities with adequate parking, utilities and signs to be leased by the City to the Developers (the "**Baseball Stadium**") to be paid from the proceeds of taxable revenue bonds (the "**Baseball Bonds**") and is proposed to be located on property selected by the parties, owned by the City and made ready for development as provided in this Amended Agreement; and

WHEREAS, prior to creation of the SCCDC and to facilitate the development of Jordan Valley Park, The Public Building Corporation of the City of Springfield, Missouri (the "**PBC**") has, as the agent of the City, acquired the former Thompson Sales Company (the "**Arena Site**") using the proceeds of $8,500,000 Leasehold Revenue Bonds, Series 1998B (Civic Park Recreation Project) (the "**Series 1998B Bonds**"); and

WHEREAS, the Developers, in their proposal, further proposed and have negotiated to secure an option for two years from the City to develop a multipurpose arena (the "**Arena**") to be located in Jordan Valley Park on the Arena Site to be subleased by the City to the Developers and used for home games for a minor league hockey team which use of the Arena is proposed to be financed with proceeds of taxable revenue bonds issued by the SCCDC (the "**Arena Taxable Bonds**"); and

WHEREAS, the development of the Arena as proposed will also be subleased by the City to Drury University, a pro forma not-for-profit corporation organized under the laws of the State ("**Drury**"), for use as the home court for its men's and women's basketball programs and for commencement exercises and Drury will be granted the naming rights to the Arena and the right to select the Arena decor to match Drury's colors, emblems and similar items, upon Drury's agreement to make a subrental payment to the City which will equal the amount of debt service payments allocable to $10,000,000 of the bonds issued to pay the costs of the Arena (the "**Arena Section 501(c)(3) Bonds**") the proceeds of which will be allocated based upon usage by Drury to provide a portion of the cost to develop the Arena; and

WHEREAS, the remainder of the cost to develop the Arena as proposed will be paid from the proceeds of the issuance and sale by the SCCDC of its tax-exempt leasehold revenue bonds based upon a lease to the City of the Arena (the "**Arena Tax-Exempt Bonds**") (the Arena Taxable Bonds, the Arena Section 501(c)(3) Bonds and the Arena Tax-Exempt Bonds are collectively herein called the "**Arena Bonds**"); and

WHEREAS, the City will enter into a qualified management contract under Revenue Procedure 97-13 with a qualified service provider in which such qualified service provider agrees to manage and operate the Arena; and

WHEREAS, the Developers, as the owners of the former Sears Store (the "**Trade Center**") and the Sears Parking Deck (the "**Sears Parking Deck**"), have, pursuant to the Exchange Agreement dated as of July 1, 2002 by and between the City and the Developers (the "**Exchange Agreement**"), exchanged the Trade Center for the Exchanged Land owned by the City, as defined in the Exchange Agreement, and the Sears Parking Deck has been exchanged for the cancellation by the City of the UDAG Note, as described in the Exchange Agreement; and

WHEREAS, the City has contracted for the demolition of the Sears Parking Deck and a portion of the Trade Center and the City intends to develop upon the cleared real estate an exhibition facility for use in providing exhibitions and which will be connected with the renovated Trade Center to provide contiguous convention and exhibition space (the "**Exposition Center**") using the proceeds of the tax-exempt leasehold revenue bonds to be issued by the SCCDC (the "**Expo Bonds**"); and

WHEREAS, the City realizes it is important to have adequate parking to serve the public in Jordan Valley Park and has employed a parking consultant to develop a parking plan for use with the development of Jordan Valley Park (the "**Parking Plan**") and intends to use the Parking Plan to make parking improvements in Jordan Valley Park; and

WHEREAS, the City engaged HOK Venue (the "**Architects**") who have determined an appropriate location for the Arena, the Parking Garage (defined below) and the Exposition Center and a design for the Exposition Center and the Parking Garage which has been recommended to the City and the Developers which the City and the Developers hereby accepts; and

WHEREAS, the cost to demolish the Sears Parking Deck will be paid from the proceeds of the Expo Bonds, except for the sum of $250,000 which will be funded from the proceeds of the Parking Bonds; and

WHEREAS, the cost to construct the Exposition Center will be paid solely with the proceeds of the Expo Bonds; and

WHEREAS, the City, in accordance with the Parking Plan, intends to construct a parking garage on the property owned by the City and formerly known as the Greyhound bus terminal property and the West 65 feet of Hammons Tower Parking Lot (defined herein) acquired from the Developers pursuant to the Exchange Agreement (the "**Parking Garage Site**") which Parking Garage will contain approximately 650 parking spaces (the "**Parking Garage**"), and will be capable of being expanded to 950 parking spaces, as hereinafter provided, (or the City may elect to provide approximately 300 additional parking spaces on the real estate located east of the Federal Courthouse reduced by the number of spaces which can be located there if the Developers have exercised their option under the Exchange Agreement), which Parking Garage Site will be leased or conveyed by the City to the SCCDC and will be leased by the City from the SCCDC pursuant to a lease agreement (the "**Parking Lease**") under which the City will cause the Parking Garage to be built; and

WHEREAS, prior to the opening of the Arena, the City has agreed to provide the additional 300 parking spaces either as an addition to the Parking Garage or on the real estate located east of the Federal Courthouse reduced by the number of spaces which can be located there if the Developers have exercised their option under the Exchange Agreement; and

WHEREAS, the City has, either in its municipal capacity or through the agency of the PBC, acquired a portion of the real estate necessary for the development of the Parking Improvements (the "**Owned Parking Land**") and has acquired or will acquire, but solely using the proceeds of either the Baseball Bonds or the Parking Bonds, as the case may be to pay the cost thereof, additional real estate necessary for the construction of the Parking Improvements (the "**Acquired Parking Land**") (the Owned Parking Land and the Acquired Parking Land being hereinafter sometimes referred to collectively as the "**Parking Land**") and will secure financing for the costs of the foregoing from the proceeds of the Parking Bonds for the Acquired Parking Land located south of Trafficway Street and from the Baseball Bonds for the Acquired Parking Land located north of Trafficway Street; and

WHEREAS, the Developers and the City have agreed, in accordance with the Parking Plan, to provide surface parking for use by patrons of the Baseball Stadium and visitors to Jordan Valley Park, by clearing and constructing such surface parking as may be provided on the Owned Parking Land located south of East Trafficway Street and west of existing Hampton Avenue, for use by the Baseball Stadium and nearby office building (the "**Initial Surface Parking Spaces**") and provided the Developers have not exercised their option to acquire a portion of the Owned Parking Land in accordance with the Exchange Agreement, upon the Developers notifying the City that they have signed a license, sublease agreement or similar agreement leasing or licensing the Baseball Stadium to an AA minor league baseball club, the City will construct the remainder of the approximately 800 parking spaces reduced, however, by the number of parking spaces which can be built if the Developers exercise their option under the Exchange Agreement, within 12 months after such notification, on the property bordered on the north and south by Trafficway Street and St. Louis Street, respectively, and on the east and west by the Walgreen Store and the Federal Courthouse, respectively, including Hampton Avenue which the City plans to vacate (the "**Surface Parking**"); and

WHEREAS, the City has provided approximately 200 surface parking spaces at the recreational ice facility constructed by the City in Jordan Valley Park (the "**Recreational Ice Surface Parking**") and will provide, but solely from the proceeds of the Baseball Bonds, hereinafter defined, and to the extent reduced by the Developers exercising their option under the Exchange Agreement approximately 120 surface parking spaces (75 to be located east of the Baseball Stadium and 45 to be located north of the Baseball Stadium) (the "**Baseball Surface Parking**") (the Surface Parking, the Parking Garage, the Recreational Ice Surface Parking and the Baseball Surface Parking are collectively herein sometimes referred to as the "**Parking Improvements**"); and

WHEREAS, to facilitate the development of Jordan Valley Park, the PBC has, as the agent of the City, acquired a portion of the Baseball Land (the "**Owned Baseball Land**") using the proceeds of a series of bonds issued by the PBC being $10,106,467.40 aggregate principal amount of Leasehold Revenue Bonds, Series A 2000 (the "**Series A 2000 Bonds**"); and

WHEREAS, the City has agreed to acquire (and to be refinanced with the proceeds of the Baseball Bonds) the remaining real estate needed for the Baseball Land (the "**Acquired Baseball Land**"); and

WHEREAS, the Developers have petitioned the City Council of the City to create in Jordan Valley Park the Convention and Entertainment Community Improvement District (the "**CID**") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo., 1994, as amended (the "**Act**"); and

WHEREAS, the City approved such petition under Ordinance No. 24100 adopted on October 15, 2001; and

WHEREAS, pursuant to the Act a vote of the qualified electors in the CID was held on May 7, 2002; and

WHEREAS, the results of such election approved the levy of an Arena Seat Tax, a Business License Tax, a Gate Tax and a Real Estate Tax (collectively, the "**Taxes**") in the CID has, in accordance with the Act, adopted a budget for fiscal year 2002-2003 which sets the Arena Seat Tax at $1.00 on each ticket issued and all admissions or registrations for events at the Arena, the Business License Tax on gross receipts of businesses operating within the CID of not more than 4%, the Gate Tax on each ticket issued and all admissions or registrations for events in the amount of $0.25 and the Real Estate Tax not to exceed $3.00 per one hundred dollars of assessed valuation on real estate located within the CID; and

WHEREAS, the City, in furtherance of its public purposes, has proposed and does hereby agree that it will, subject to the conditions set forth herein, request the SCCDC to:

(a) Use a portion of the Baseball Bonds to defease the portion of the Series A 2000 Bonds which were used for the acquisition of the Owned Baseball Land and the Owned Parking Land which is either being leased to the Developers or in which the Developers are granted an option to purchase under the Exchange Agreement, it being understood that the Baseball Bonds are to be issued and secured on the terms set forth in the Trust Indenture (the "**Indenture**") between the SCCDC and the Trustee;

(b) Use a portion of the proceeds of the Baseball Bonds to pay the costs to acquire and clear the Acquired Baseball Land and the Acquired Parking Land not owned by the PBC but required for the Baseball Land and the Baseball Surface Parking; to fund costs of construction of the Baseball Stadium; to fund costs of issuance of such Baseball Bonds; to fund interest accruing during construction on the Baseball Bonds and to fund a debt service reserve for the Baseball Bonds, it being understood that the Baseball Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(c) Issue Taxable Revenue Improvement and Refunding Bonds (the "**Parking Garage Taxable Bonds**") in the amount sufficient to construct a portion of the Parking Garage and to defease a portion of the Series 1998B Bonds which were used to purchase the real property upon which the Parking Garage will be constructed; to fund costs of issuance of such Parking Garage Taxable Bonds; to fund interest accruing during construction on the Parking Garage Taxable Bonds and to fund a debt service reserve for the Parking Garage Taxable Bonds, it being understood that the Parking Garage Taxable Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(d) Issue Tax-Exempt Leasehold Revenue Bonds (the "**Parking Garage Tax-Exempt Bonds**") in the amount sufficient, when added to the proceeds of the Parking Garage Taxable Bonds, to pay the cost to construct the Parking Garage; to fund costs of issuance of such Parking Garage Tax-Exempt Bonds; to fund interest accruing during construction on the Parking Garage Tax-Exempt Bonds and to fund a debt service reserve for the Parking Garage Tax-Exempt Bonds, it being understood that the Parking Garage Tax-Exempt Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(e) Provided the Developers have exercised their option to develop the Arena, issue Taxable Revenue Improvement and Refunding Bonds (the "**Arena Taxable Bonds**") in the amount sufficient to construct a portion of the Arena and to defease a portion of the Series 1998B Bonds which were used to purchase the real property upon which the Arena will be constructed; to fund costs of issuance of such Arena Taxable Bonds; to fund interest accruing during construction on the Arena Taxable Bonds and to fund a debt service reserve for the Arena Taxable Bonds, it being understood that the Arena Taxable Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(f) Provided the Developers have exercised their option to develop the Arena, issue Tax-Exempt Leasehold Revenue Bonds (the "**Arena Tax-Exempt Bonds**") in the amount sufficient, when added to the proceeds of the Arena Taxable Bonds, to construct the Arena; to fund costs of issuance of such Arena Tax-Exempt Bonds; to fund interest accruing during construction on the Arena Tax-Exempt Bonds and to fund a debt service reserve for the Arena Tax-Exempt Bonds, it being understood that the Arena Tax-Exempt Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(g) Provided the Developers have exercised their option to develop the Arena, issue Qualified Section 501(c)(3) Leasehold Revenue Bonds (the "**Arena Section 501(c)(3) Bonds**") in the aggregate amount of $10,000,000 for use to construct the Arena; to fund costs of issuance of such Arena Section 501(c)(3)

Bonds; to fund interest accruing during construction on the Arena Section 501(c)(3) Bonds and to fund a debt service reserve for the Arena Section 501(c)(3) Bonds, it being understood that the Arena Section 501(c)(3) Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(h) Issue Tax-Exempt Leasehold Revenue Bonds (the "**Expo Bonds**") in the amount sufficient to pay the costs of demolishing the existing Sears Parking Deck (except for $250,000 which will be funded from the proceeds of the Parking Bonds) and cost to demolish a portion of the Trade Center; to construct the Exposition Center; to fund costs of issuance of such Expo Bonds; to fund interest accruing during construction on the Expo Bonds and to fund a debt service reserve for the Expo Bonds, it being understood that the Expo Bonds are to be issued and secured on the terms set forth herein and in the Indenture;

(i) Loan the proceeds of the Baseball Bonds to the City under a Financing Agreement dated as of September 1, 2002;

(j) Cause the Developers under the Phase One Lease to pay the costs of acquiring, demolition and clearing, design and excavation costs of the Baseball Land (y) which Phase One Lease is intended to be supplemented by the Baseball Stadium Lease, Financing and Operating Agreement to be negotiated by the City and the Developers (the "**Baseball Lease**") in which the Developers will agree to construct and operate the Baseball Stadium using the proceeds of the second series of Baseball Bonds and (z) provided the Developers have exercised their option to develop the Arena, the Arena Developer Sublease to construct and operate the Arena using the proceeds of the Arena Bonds;

(k) Lease the Parking Land to the City pursuant to a lease agreement (the "**Parking Lease**") under which the City will cause the Parking Improvements to be constructed in accordance with the provisions hereof and upon the terms set forth in such Parking Lease;

(l) Enter into an Interlocal Agreement with the CID pursuant to which the CID will agree to (x) pay to the City for use in paying the Parking Bonds issued by the SCCDC an amount equal to the collections of Gate Tax on events at the Exposition Center, the Baseball Stadium and the Arena, (y) pay to the City for use in paying the Expo Bonds issued by the SCCDC an amount equal to the collections of the Business License Tax and the Real Estate Tax imposed and collected by the CID from businesses operating in the CID and from owners of real estate located in the CID and (z) pay to the City for use in paying the Arena Bonds when issued by the SCCDC an amount equal to the collections of the Arena Seat Tax imposed and collected by the CID on persons who operate or lease the Arena;

(m) Acquire or cause to be acquired the Sears Parking Deck by exchange from the City;

(n) Provided the Developers exercise their option to develop the Arena:

(i) Lease the Arena Site to the City pursuant to a lease agreement (the "**Arena Lease**") under which the City will cause the Arena to be constructed in accordance with the provisions hereof and upon the terms set forth in such Arena Lease;

(ii) Enter into a sublease agreement of the Arena with Drury granting Drury naming and decoration rights and the right to use the Arena for its men's and women's basketball games and for commencement exercises and under which Drury will pay subrental payments equal to $10,000,000 and its allocable portion of the operations and maintenance costs; and

(iii) Enter into a sublease agreement with the Developers under which the Developers will enter into an agreement with a minor league hockey team to play all of its home games at the Arena, on a schedule to be agreed upon by the City, Drury and the Developers; and

WHEREAS, the City has determined that the Baseball Land, the Parking Land, the Arena Site and the Sears Parking Deck, in their present condition, are unsanitary and unsafe and constitute a menace to the City and are detrimental to the health, safety and welfare of the residents of the City and the development of the City and that the development of the Baseball Land, the Parking Land, the Exposition Center, the Arena Site and the Sears Parking Deck is necessary and in the interest of and will protect and preserve the public health, safety and welfare of the residents of the City and will eliminate the spread of blight by development in accordance with this Amended Agreement; and

WHEREAS, it is in the interest of the City to provide parking for the Baseball Stadium, the Exposition Center, the Arena and Jordan Valley Park and it is otherwise beneficial and advantageous for the City to assist the Developers by providing assistance to the Developers as specified in this Amended Agreement so that the deleterious conditions of the Baseball Land, the Parking Land, the Arena Site and the Sears Parking Deck may be eliminated and the Baseball Land, the Parking Land, the Exposition Center, the Arena Site and the Sears Parking Deck may be developed in accordance with sound planning objectives which will result in increased tax revenues being generated from economic activities at the Baseball Stadium, the Arena and the Exposition Center which are expected to reduce the burdens and requirements for public expenditures and provide material contributions to the well being, progress and development of the City as a whole; and

WHEREAS, it is in the best interest of the City and its residents for the City to provide these public improvements and to stimulate the private sector, and specifically the Developers, to undertake private investments in new economic development activities in the City; and

WHEREAS, the acquisition of the Acquired Baseball Land, the Acquired Parking Land and the Sears Parking Deck and the performance of the Exchange Agreement is for a public purpose and are in the best interest of the City and its residents and will reduce the burdens and requirements for public expenditures and will provide material contributions to the well being, progress and development of Jordan Valley Park and the City as a whole; and

WHEREAS, the Developers have advised the City that, but for the agreement of the City to provide assistance as set forth in this Amended Agreement and the Exchange Agreement, the Developers are not willing to make the investment of private capital required to undertake construction of the Baseball Stadium, the developments specified in the Exchange Agreement or if they execute their option to develop the Arena.

NOW, THEREFORE, for the reasons set forth and in consideration of the promises and the mutual covenants and agreements hereinafter set forth, provided that in the performance of the agreements of the City herein contained any obligation the City may incur for the payment of money shall be payable solely out of the proceeds derived from the issuance of the Parking Bonds, the Baseball Bonds, the Arena Bonds or the Expo Bonds, moneys advanced by the Developers or moneys appropriated by the City Council of the City to such expenditure, the City and the Developers do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS, REPRESENTATIONS, WARRANTIES AND PRELIMINARY MATTERS

Section 1.1. Definitions. In addition to words and terms defined elsewhere herein, the following words and phrases shall have the following meanings:

"**Acquired Baseball Land**" means the real estate acquired to complete the real estate required for the Baseball Land.

"**Acquired Parking Land**" means the real estate acquired to complete the Parking Improvements, as described in Exhibit E.

"**Act**" means the Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo., 1994, as amended.

"**Amended Agreement**" means this Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Redevelopment Agreement.

"**Architects**" means HOK Venue, Kansas City, Missouri.

"**Arena**" means the multipurpose arena which the Developers have an option to develop for two years from the date of this Agreement, to be constructed and equipped by the City with the assistance of Drury and the Developers.

"**Arena Bonds**" means collectively, when issued, the Arena Taxable Bonds, the Arena Section 501(c)(3) Bonds and the Arena Tax-Exempt Bonds.

"**Arena Budget**" means the budget prepared by the Architects for the construction of the Arena and submitted to and approved by the City in accordance with Section 4.6 of this Amended Agreement and the Arena Operating Agreement.

"**Arena Developer Sublease**" means the sublease agreement of the Arena to the Developers under which the Developers agree to contract with a minor league hockey team to play its home games at the Arena, on a schedule to be agreed upon by the City, Drury and the Developers.

"**Arena Drury Sublease**" means the sublease agreement of the Arena with Drury under which Drury will use the Arena as its home court for games for its men's and women's basketball programs and for commencement exercises and Drury shall pay subrental payments to the City which will equal the debt service payments allocable to the Arena Section 501(c)(3) Bonds plus its allocable portion of the operation and maintenance costs of the Arena.

"**Arena Lease**" means the Arena Lease Agreement pursuant to which the SCCDC leases to the City the Arena Site and the City agrees to construct and equip the Arena.

"**Arena Operating Agreement**" means the qualified management contract to be entered into by and between the City and a qualified service provider pursuant to which the qualified service provider agrees to manage and operate the Arena.

"**Arena Seat Tax**" means the arena seat tax imposed by the CID of $1.00 on each ticket issued and all admissions or registrations for events at the Arena.

"**Arena Section 501(c)(3) Bonds**" means the bonds in the aggregate principal amount of $10,000,000 issued by the SCCDC, the proceeds of which will be allocated based upon usage by Drury to provide a portion of the cost to develop the Arena.

"**Arena Site**" means the real estate formerly owned and occupied by the Thompson Sales Company as an automobile dealership upon which the Arena is to be constructed by the City which may include real estate adjacent thereto and which is identified on Exhibit D to this Amended Agreement.

"**Arena Taxable Bonds**" means the taxable revenue bonds issued by the SCCDC, the proceeds of which will be used to develop a portion of the multipurpose arena in Jordan Valley Park.

"**Arena Tax-Exempt Bonds**" means the bonds issued by the SCCDC, the proceeds of which will be used to develop the remainder of the multipurpose arena in Jordan Valley Park.

"**Baseball Bonds**" means the taxable revenue bonds which will be issued in two series by the SCCDC, the proceeds of the first series to be included as a portion of the Series 2002B Bonds to be issued by the SCCDC will be used to pay the acquisition costs of a portion of the real estate needed for the Baseball Stadium, the cost design of the Baseball Stadium and some of the excavation costs and the second series will be used to pay the cost to construct and equip the Baseball Stadium in Jordan Valley Park.

"**Baseball Land**" means the real estate identified by the Developers and the City as the location of the Baseball Stadium and identified on Exhibit A attached hereto and which includes the Owned Baseball Land and the Acquired Baseball Land.

"**Baseball Lease**" means the Baseball Stadium Lease, Financing and Operating Agreement which the City and the Developers intend to negotiate to be entered into by and between the City and the Developers, supplementing the Phase One Lease, pursuant to which the City subleases to the Developers the Baseball Land and the Developers agree to construct and operate the Baseball Stadium and agree to pay Rent to the City in an amount equal to the amount due as loan payments by the City under the Financing Agreement.

"**Baseball Seat Tax**" means the baseball seat tax which may be imposed by the Developers on each ticket issued and all admissions or registrations for events at the Baseball Stadium.

"**Baseball Stadium**" means the baseball stadium to be constructed and equipped by the Developers on the Baseball Land in accordance with the Minor League Facility Standards, with furniture, fixtures and equipment as well as typical amenities with utilities and signs to be located in Jordan Valley Park and built to serve as the home field for Southwest Missouri State University baseball and designed and constructed so as to accommodate an AA minor league baseball club.

"**Baseball Stadium Budget**" means the budget prepared by the Developers for the construction of the Baseball Stadium and submitted to the City for approval, in accordance with Section 3.4.1 and 8.1(4) of this Amended Agreement.

"**Baseball Surface Parking**" means, to the extent reduced by the Developers exercising their option under the Exchange Agreement, the approximately 120 surface parking spaces (75 to be located east of the

Baseball Stadium and 45 to be located north of the Baseball Stadium) to be constructed by the City and solely from the proceeds of the Baseball Bonds.

"**Bond Counsel**" means initially Yates, Mauck, Bohrer, Elliff & Croessmann, P.C., Springfield, Missouri, or another attorney or law firm (other than an employee of the City) satisfactory to the SCCDC and nationally recognized as experienced in matters relating to the tax exemption of interest on bonds of states and political subdivisions.

"**Business License Tax**" means the business license tax imposed by the CID on gross receipts of businesses operating within the CID of not more than 4%.

"**CID**" means the Convention and Entertainment Community Improvement District created by the City based upon a petition filed by the Developers and located on land owned by or under the control of the Developers and the City.

"**City**" means the City of Springfield, Missouri, a constitutional home rule charter municipal corporation of the State.

"**City Council**" means the City Council of the City of Springfield, Missouri as the governing body of the City.

"**Code**" means the Internal Revenue Code of 1986, as amended. References to the Code and Sections of the Code include relevant applicable regulations and proposed regulations thereunder and under the Internal Revenue Code of 1986, as amended, and any successor provisions to those Sections, regulations, or proposed regulations and, in addition, all revenue rulings, announcements, notices, procedures and judicial determinations under the foregoing applicable to the Parking Garage Tax-Exempt Bonds, the Expo Bonds and the Arena Tax-Exempt Bonds.

"**Developers**" means, collectively, John Q. Hammons and Juanita K. Hammons, husband and wife, and the John Q. Hammons Revocable Trust, and their successors and assigns.

"**Drury**" means Drury University, a pro forma not-for-profit corporation organized and existing pursuant to the laws of the State.

"**Effective Date**" means September 30th, 2002.

"**Escrow**" means the Escrow Agreement to be entered into between the City, the Developers and a title insurance company, as escrow agent, to hold the special warranty deeds for the properties to be exchanged under the Exchange Agreement.

"**Exchange Agreement**" means the Exchange Agreement dated as of July 1, 2002 by and between the City and the Developers pursuant to which the Developers exchanged the Trade Center for the Exchanged Land owned by the City, as defined therein, and the Sears Parking Deck has been exchanged for the cancellation by the City of the UDAG Note, as defined therein; and

"**Expo Bonds**" means the Tax-Exempt Leasehold Revenue Bonds issued by the SCCDC to redeem a portion of Tax-Exempt Bond Anticipation Notes issued by the SCCDC to pay the costs to design the Exposition Center, to demolish a part of the Trade Center structure, to demolish the existing Sears Parking Deck (except for $250,000 which will be funded from the proceeds of the Parking Bonds) and provide

temporary surface parking before the Parking Garage is constructed; fund the costs of constructing and equipping the Exposition Center, including rehabilitating the Trade Center to be incorporated into the Exposition Center; to fund the cost of issuance of the Expo Bonds, including the cost to secure a bond insurance policy covering the Expo Bonds; to fund capitalized interest and to fund a debt service reserve fund for the Expo Bonds.

"**Expo Lease**" means the Exposition Center Lease Agreement pursuant to which the SCCDC leases to the City the Exposition Center Site and the City agrees to construct and equip the Exposition Center.

"**Exposition Center**" means the exposition center to be constructed and equipped on the real estate formerly used as the Sears Parking Deck and the Trade Center or property immediately adjacent thereto which Exposition Center, will incorporate the renovated Trade Center and is to be constructed by the City using the proceeds of the Expo Bonds.

"**Exposition Center Budget**" means the budget prepared by the Architects for the construction of the Exposition Center and submitted to and approved by the Developers and the City in accordance with Sections 3.3.2 and 4.8 of this Amended Agreement and the Exposition Center Operating Agreement.

"**Exposition Center Operating Agreement**" means the qualified management contract to be known as the Exposition Center Operating Agreement to be entered into by and between the City and the Developers pursuant to which the Developers agree to manage and operate the Exposition Center.

"**Exposition Center Site**" means the real estate upon which the Exposition Center is located being a portion of the existing Trade Center and the existing Sears Parking Deck.

"**Financing Agreement**" means the Financing Agreement between the SCCDC and the City relating to the loan, as amended and supplemented in accordance with the provisions thereof.

"**Gate Tax**" means the $.25 per ticket charge on each ticket issued and all admissions or registrations for events at the Baseball Stadium, the Exposition Center and the Trade Center imposed by the CID and collected and paid to the City.

"**Guaranty Agreement**" means the Guaranty Agreement dated as of even date of the Baseball Bonds pursuant to which the Developers guarantee payment of loan payments under the Financing Agreement in an amount sufficient to repay the Baseball Bonds.

"**Indenture**" means the Trust Indenture and supplements thereto between the SCCDC and the Trustee under which the Baseball Bonds, the Expo Bonds, the Arena Bonds and the Parking Bonds are to be issued and their repayment is secured.

"**Initial Surface Parking Spaces**" means the surface parking spaces provided to accommodate the Baseball Stadium and nearby office building on the Owned Parking Land located south of East Trafficway Street and west of Hampton Avenue.

"**Interlocal Agreement**" means the Interlocal Cooperation Agreement between the CID, the SCCDC, the City and the Developers pursuant to which the CID will agree to impose the Taxes and contracts with the City to collect the Taxes and agrees to pay to the City from collections of such impositions in an amount equal to the net collections.

"**John Q. Hammons Revocable Trust**" means the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as amended and restated.

"**Minor League Facility Standards**" means the Minor League Facility Standards in the form of Exhibit G attached hereto which control the design, construction and operation of the Baseball Stadium.

"**Net Proceeds**" means all amounts actually or constructively received from the sale of the Parking Bonds, the Expo Bonds, the Arena Bonds, when issued, or the Baseball Bonds, as the case may be, (excluding underwriters' discount or compensation and excluding pre-issuance accrued interest) plus all investment earnings thereon, less the portion thereof deposited in any debt service reserve fund.

"**Owned Baseball Land**" means the real estate owned by the PBC which was acquired with the proceeds of the Series A 2000 Bonds and which is part of the Baseball Land.

"**Owned Parking Land**" means the portion of the Parking Land which is owned by the PBC which was acquired with the proceeds of the Series A 2000 Bonds.

"**PBC**" means The Public Building Corporation of the City of Springfield, Missouri, a public benefit nonprofit corporation organized and validly existing under the laws of the State.

"**Parking Bonds**" means collectively the Parking Garage Taxable Bonds and the Parking Garage Tax-Exempt Bonds.

"**Parking Garage**" means the parking garage containing approximately 650 parking spaces, which may be built to be expandable to 950 parking spaces, on the location of the former Greyhound bus terminal property and property immediately adjacent thereto including the West 65 feet of Hammons Tower Parking Lot.

"**Parking Garage Budget**" means the budget for the construction of the Parking Garage provided to the City by the Architects.

"**Parking Garage Taxable Bonds**" means the Taxable Revenue Improvement and Refunding Bonds issued by the SCCDC to defease a portion of the Series 1998B Bonds and to pay a portion of the costs to construct the Parking Garage.

"**Parking Garage Tax-Exempt Bonds**" means the Tax-Exempt Leasehold Revenue Bonds issued by the SCCDC to pay a portion of the costs to construct the Parking Garage.

"**Parking Improvements**" means the Parking Garage, the Surface Parking, the Baseball Surface Parking and the Recreational Ice Surface Parking, which Parking Improvements are recommended for Jordan Valley Park in the Parking Plan as being necessary to provide adequate parking in Jordan Valley Park.

"**Parking Land**" means the Owned Parking Land and the Acquired Parking Land.

"**Parking Lease**" means the Parking Lease Agreement to be entered into between the SCCDC and the City pursuant to which the SCCDC leases or subleases to the City the Parking Land and the former Greyhound bus terminal property and property immediately adjacent thereto and pursuant to which the City agrees to construct or cause to be constructed on the Parking Land, the Acquired Parking Land and the Greyhound bus terminal property or property immediately adjacent thereto, the Parking Improvements.

"**Parking Plan**" means the parking plan recommended by the consultant for the City and used as the parking plan for Jordan Valley Park.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any political subdivision or agency thereof.

"**Real Estate Tax**" means the real estate tax (not to exceed $3.00 per one hundred dollars of assessed valuation) imposed by the CID on real estate located within the CID.

"**Recreational Ice Surface Parking**" means the approximately 200 surface parking spaces constructed by the City from the proceeds of the Series B 2000 Bonds.

"**Rent**" means the unconditional obligation of the Developers to make payments to the SCCDC under the Baseball Lease and the Arena Developer Sublease which Rent shall equal at all times the amounts due as principal and interest on the Baseball Bonds and the Arena Taxable Bonds.

"**Rental Payments**" means payments of the City pursuant to the Expo Lease, the Arena Lease and the Parking Lease, which Rental Payments are annually appropriated by the City Council, to be paid by the City to the SCCDC in amounts equal to the principal and interest due on the Expo Bonds, the Arena Bonds and the Parking Bonds.

"**SCCDC**" means the Springfield Center City Development Corporation, a public benefit nonprofit corporation created by and acting on behalf of the City.

"**Sears Parking Deck**" means the real estate and parking deck comprising the former Sears Parking Deck owned by the Developers and which is to be exchanged to the City under the Exchange Agreement to be used as the location of the Exposition Center.

"**Series 1998B Bonds**" means the $8,500,000 aggregate principal amount of Leasehold Revenue Bonds, Series 1998B issued by the PBC.

"**Series A 2000 Bonds**" means the $10,106,467.40 aggregate principal amount of Leasehold Revenue Bonds, Series A 2000 issued by the PBC.

"**Series B 2000 Bonds**" means the $8,850,000.00 aggregate principal amount of Leasehold Revenue Bonds, Series B 2000 issued by the PBC.

"**State**" means the State of Missouri, its successors and assigns.

"**Surface Parking**" means the number of parking spaces which can be constructed by the City on the real estate bordered on the north and south by Trafficway Street and St. Louis Street, respectively, and on the east and west by the Walgreen Store and the Federal Courthouse, respectively, including the area now known as Hampton Avenue and in accordance with the provisions of this Amended Agreement after the exercise by the Developers of their option to acquire the real estate granted in the Exchange Agreement.

"**Taxes**" means collectively the Arena Seat Tax, the Business License Tax, the Gate Tax and the Real Estate Tax.

"**Trade Center**" means the existing Trade Center consisting of the old "Sears Store" (including the real estate upon which it is located) owned by the Developers and exchanged with the City under the Exchange Agreement.

"**Trustee**" means the separate corporate trustees selected by the City and approved by the SCCDC, and acceptable to the Developers, to serve as trustee in the execution of the Indenture securing each issue of bonds.

"**West 65 feet of Hammons Tower Parking Lot**" means the west 65 feet of the existing parking lot owned by the Developers and conveyed by special warranty deed to the City in Escrow according to the Exchange Agreement for use in conjunction with the construction of the Parking Garage.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons. In this Amended Agreement, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Amended Agreement.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Amended Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of execution and delivery of this Amended Agreement.

(c) Words importing the redemption of a bond or the calling of a bond for redemption do not include or connote the payment of such bond at its stated maturity or the purchase of such bond.

(d) Any fiduciary shall be deemed to have received delivery of and to hold any governmental obligation in which moneys are invested pursuant to the provisions of this Amended Agreement, even though such governmental obligation is evidenced only by a book entry or similar record of investment.

(e) References in this Amended Agreement to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignations for codification purposes and shall be deemed to include any related regulations.

(f) The terms "receipt," "received," "recovery," "recovered" and any similar terms, when used in this Amended Agreement with respect to moneys or payments due, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the Trustee.

(g) The terms "SCCDC," "Developers" or "City" or reference to any officer of either of them include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

(h) Any reference to a section or provision of the Constitution of the State, to the Charter or to a section, provision or chapter of the Missouri Revised Statutes shall include such section, provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such change in said Constitution or State laws shall be applicable solely by reason of this provision if such change

would constitute an impairment of the rights or obligations of the SCCDC, the Trustee or the City under this Amended Agreement.

(i) The dating of this Amended Agreement as of the 1st day of September, 2002 is intended as and for the convenient identification of this Amended Agreement and is not intended to indicate that this Amended Agreement was executed and delivered on said date, this Amended Agreement being executed on the date appearing with the acknowledgments of the signatures hereto.

(j) To the extent the provisions of the Exchange Agreement are inconsistent with the provisions hereof, the provisions of the Exchange Agreement shall control.

(k) The Table of Contents hereto and the headings and captions herein are not a part of this document.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations and Warranties of the City. The City represents, covenants and warrants that:

(a) The City is a constitutional home rule charter municipal corporation, duly organized and existing under the laws of the State. Under the provisions of its charter, the City is authorized to enter into the transactions contemplated by this Amended Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Amended Agreement.

(b) No member of the City Council of the City or any officer of the City has any significant or conflicting interest, whether financial, employment or otherwise, in the Developers, the Baseball Stadium, the Trade Center, the Parking Improvements, the Arena or the Exposition Center or in the transactions contemplated hereby.

Section 2.2. Representations and Warranties of the Developers. The Developers represent, covenant and warrant that:

(a) They are natural persons and a natural person as trustee of a revocable inter vivos trust created by a natural person and residents of Springfield, Greene County, Missouri with their principal place of business being located at 300 John Q. Hammons Parkway, Suite 900, Springfield, Greene County, Missouri.

(b) John Q. Hammons and Juanita K. Hammons are husband and wife. They are not under any disability, legal or otherwise. The John Q. Hammons Revocable Trust is a revocable inter vivos trust which has not been revoked. The Developers have full power and authority to enter into this Amended Agreement and to carry out the transactions contemplated herein. The execution of this Amended Agreement has been duly authorized, and all steps necessary have been taken to constitute this Amended Agreement, when executed and delivered by all parties hereto, the valid and binding obligations of the Developers. They have the power and authority to own and operate their properties as presently being operated and as contemplated herein. The principal portion of the properties of John Q. Hammons and Juanita K. Hammons have been transferred into the John Q. Hammons Revocable Trust. John Q. Hammons presently has no intention to revoke the John Q. Hammons Revocable Trust and it is his present intent to continue the John Q. Hammons

Revocable Trust throughout the term of the Baseball Bonds and the Arena Taxable Bonds, if issued. He agrees, during the term of the Baseball Bonds and the Arena Taxable Bonds, if issued, to provide written notice to the City, the SCCDC and the Trustee if he intends to revoke the John Q. Hammons Revocable Trust.

(c) The execution, delivery and performance of this Amended Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions hereof will not conflict with, violate or constitute a breach of or default under any provision of any law, ordinance or regulation applicable to the Developers or any writ or decree of any court or governmental instrumentality, or any mortgage, indenture, contract, agreement or other undertaking or instrument to which the Developers are a party or which purports to be binding on the Developers or by which they or any of their assets are bound.

(d) During the period while the Baseball Bonds are outstanding, the Developers shall not dispose of a substantial part of the Developers' assets (except for sales or exchanges of assets of comparable value), nor shall the John Q. Hammons Revocable Trust be terminated without, in each case, notice to and consent of the City, and any such sale, transfer or termination shall not, even if consented to, relieve the Developers of their obligations hereunder and under the Guaranty Agreement. Until the Baseball Bonds and the Arena Taxable Bonds, if issued are paid in full, the Developers (i) will not suspend or discontinue payment of Rent under the Baseball Lease or the Arena Developer Sublease, if executed, or the making of additional required payments under the Baseball Lease or the Arena Developer Sublease, if executed, (ii) will perform and observe all agreements contained in this Amended Agreement and in the Baseball Lease, the Arena Developer Sublease, if executed, or the Guaranty Agreement and (iii) will not terminate this Amended Agreement, the Baseball Lease, the Arena Developer Sublease, if executed, or the Guaranty Agreement for any cause including, without limitation on the generality of the foregoing, failure to complete any of the Baseball Stadium or the Arena if the option to develop is exercised, failure of title to all or a portion of any of the properties which are the subject to the Exchange Agreement or the Baseball Stadium, failure of any lessee or licensee or failure of any other lessee or operator of the Baseball Stadium or the Arena if the option to develop is exercised to perform its obligations under any lease or operating agreement, or any acts or circumstances that may constitute failure of consideration, destruction or damage to the Baseball Stadium or the Arena or any portion thereof, or commercial frustration of purpose.

(e) All financial statements relating to the Developers submitted to the City, in connection with or to induce the City to select the Developers to construct and operate the Baseball Stadium and rehabilitate the Trade Center and to enter into this Amended Agreement, the Baseball Lease and the Arena Developer Sublease, if executed, fairly and fully present the consolidated financial condition of the Developers in all material respects on the respective dates thereof and the consolidated results of operations and changes in financial position of the Developers for each of the periods covered thereby, subject, in the case of interim financial statements, to changes resulting from normal year-end adjustments, were prepared in accordance with generally accepted accounting principles (**"GAAP"**) consistently applied. Since the date of those financial statements, there has been no material adverse change in the financial conditions or the results of operation of the Developers. All budgets, projections, financial studies, and other documents submitted by the Developers to the City, in connection with or to induce the City to select the Developers to construct and operate the Baseball Stadium and to enter into this Amended Agreement, the Baseball Lease and the Arena Developer Sublease, if executed, were based upon assumptions that were and are reasonable and realistic, and as of the date hereof and as of the date of the Baseball Lease and the Arena Developer Sublease, if executed there is or will be no fact which has come to the Developers' attention and no event or transaction will have occurred which would cause any assumption not to be reasonable or realistic. Neither the individual Developers nor the John Q. Hammons Revocable Trust have any material contingent liability or liability for

taxes, long-term lease payments or forward or long term commitment, which is not reflected in the financial statements or those delivered or to be delivered pursuant to this Section 2.2.

(f) Neither the execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developers are now parties or will constitute a default under any of the foregoing, or will result in the creation of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developers (except any interests provided for herein) under the terms of any instrument or agreement.

(g) There is no litigation or proceeding pending, or to the knowledge of the Developers threatened, against the Developers or any other party affecting in any manner whatsoever the right of the Developers to execute this Amended Agreement or the ability of the Developers to make the payments required hereunder or to otherwise comply with the Developers' obligations contained herein.

(h) The construction and equipping of the Baseball Stadium will be completed with all reasonable dispatch in accordance with the plans and specifications and the applicable provisions of this Amended Agreement and contracts for construction of the Baseball Stadium will be bid and ready for execution by the date agreed upon by the City and the Developers. Construction contracts for the Baseball Stadium will be bid and execute no later than the date the portion of the Baseball Bonds are issued to finance the construction of the Baseball Stadium. All contracts will be in accordance with all applicable requirements of Missouri law.

(i) The Developers shall obtain, and will require any lessee or licensee of the Developers to obtain, all necessary or required permits and approvals for acquisition, construction, operation, renovation and maintenance of the Baseball Stadium and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Baseball Stadium, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other changes to the Baseball Stadium and irrespective of the cost of complying. The Developers may, after giving notice to the SCCDC and the City, contest any requirement and not comply, if necessary, until the contest is complete unless they shall have been notified by the SCCDC and the City that, in their opinion, failure to comply with the requirements during the contest would materially impair the security for the Baseball Bonds.

(j) The Developers will obtain all requisite permissions necessary to assign to the City, as security for the obligations of the Developers under the Baseball Lease and the Arena Developer Sublease, if executed, any rental payments from any occupants of the Baseball Stadium and the Arena if the option to develop is exercised.

(k) So long as any of the commitments to the City under this Amended Agreement, the Baseball Lease, and the Arena Developer Sublease if executed, shall remain in effect and until the payment in full of the Baseball Bonds, and the Arena Taxable Bonds if issued, the Developers will maintain and cause the John Q. Hammons Revocable Trust to maintain a system of accounting established and administered in accordance with sound business practices to permit the preparation of financial statements in conformity with GAAP. The Developers will deliver to the City:

(i) as soon as practicable and in any event within 90 days after the end of each calendar year a consolidated and consolidating balance sheet as of the end of that calendar year and a consolidated and consolidating statement of income of the Developers for that year, all in reasonable

detail and certified by John Q. Hammons that it fairly presents the results of operations of the Developers;

(ii) together with the delivery of the financial statements of the Developers pursuant to (i) above, a certificate of John Q. Hammons stating that he has reviewed the terms of this Amended Agreement and has made, or caused to be made under his supervision, a review in reasonable detail of the transactions and condition of the Developers during the accounting period covered by the financial statements and that review has not disclosed the existence during or at the end of the accounting period any default hereunder, and that he does not have knowledge of the existence as of the date of his certificate of a default under this Amended Agreement or under the Baseball Lease and the Arena Developer Sublease, if executed, or if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action was taken, is being taken or is proposed to be taken by the Developers with respect thereto.

(l) Promptly provide private notice to the City upon the Developers obtaining knowledge of (a) institution of, or non-frivolous threat of, any material action, suit, proceeding, governmental investigation or arbitration against or affecting the Developers or any property of the Developers or (b) material development in any material action, suit, proceeding, governmental investigation or arbitration which, in either case (y) if adversely determined, might materially and adversely affect the business, operations, properties, assets or condition (financial or otherwise) of the Developers, or (z) seeks to recover any damages or obtain relief as a result of the action.

(m) The obligations of the Developers to pay Rent under the Baseball Lease and the Arena Developer Sublease, if executed, (and as guarantors under the Guaranty Agreement to be executed concurrently with the issuance of the Baseball Bonds) shall be primary, absolute, independent, irrevocable and unconditional. The Developers acknowledge, understand and agree that no payment by them under any agreement (whether voluntary or involuntary or pursuant to any court order of otherwise) shall constitute a defense to the several obligations except to the extent the Baseball Bonds and the Arena Taxable Bonds, if issued have been paid in full.

(n) The Developers agree to negotiate and enter into qualified management contracts with the City for the Exposition Center (the "**Exposition Center Operating Agreement**") pursuant to which the Developers agree to manage and operate the Exposition Center.

Section 2.3. Covenant with SCCDC and CID. The City and the Developers agree that this Amended Agreement is executed in part to induce the SCCDC to issue the Baseball Bonds, the Parking Bonds, the Arena Bonds and the Expo Bonds and to induce the CID to enter into the Interlocal Agreement and impose, collect and pay the CID collections to the City for use in paying the Expo Bonds and the Parking Bonds. Accordingly, all covenants and agreements on the part of the City and the Developers set forth in this Amended Agreement are hereby declared to be for the benefit of the holders from time to time of the Baseball Bonds, the Parking Bonds and the Expo Bonds, as the case may be, to be issued by the SCCDC; provided, however, that those covenants and agreements shall create no rights in any parties other than the City, the SCCDC, the CID, the Developers, the Trustee and the holders. Further, the City and the Developers agree they will be bound by the assignment of Rent under the Arena Developer Sublease, if executed, assignment of Loan Payments under the Financing Agreement and the assignment of Rental Payments under the Expo Lease, the Arena Lease, when executed, and the Parking Lease, when executed, to the Trustee under the Indenture for the applicable bonds and the terms of the Indenture which limit access to the proceeds of the Baseball Bonds and the Expo Bonds and, when issued, the Arena Bonds and the Parking Bonds.

Prior to requesting issuance of the second series of the Baseball Bonds, the Developers shall secure bids for the construction of the Baseball Stadium or a design build contract with a fixed price and provide the same to the City showing that each separate item of the Baseball Stadium can be acquired and constructed from the Net Proceeds of the Baseball Bonds to be issued for that item of the Baseball Stadium and all other conditions set forth in Sections 7.1 and 8.1 have been satisfied. Until evidence of compliance with these conditions have been satisfied, the Developers shall not request disbursement by the Trustee of any of the proceeds of the Baseball Bonds.

ARTICLE III
PROJECT SUMMARY

Section 3.1. The Baseball Stadium, the Trade Center, the Parking Improvements, the Arena and the Exposition Center. The Baseball Stadium, the Trade Center, the Parking Improvements, the Arena, if the option to develop is exercised, and the Exposition Center to be developed in Jordan Valley Park and included in this Amended Agreement includes the construction of the Baseball Stadium, the renovation of the Trade Center, the construction of the Parking Improvements, the construction of the Arena, if the option to develop is exercised, and the construction of the Exposition Center.

Section 3.2. Trade Center.

3.2.1. Trade Center Renovation. The Developers own the Trade Center which they have conveyed to the City in escrow under the Exchange Agreement. A portion of the Trade Center will be demolished, a wall to protect the undemolished portion will be built and the refurbished portion of the Trade Center will be incorporated into and operated in conjunction with the Exposition Center.

3.2.2. Location, Description and Renovation Design. The Trade Center is located on the land described on Exhibit B. The parties have agreed to the preliminary design concept for renovation of the Trade Center and a budget for the renovation. The Trade Center is to be used as a part of the Exposition Center for trade shows, conventions and other similar events.

Section 3.3. Exposition Center.

3.3.1. Exposition Center. The costs of the construction and equipping of the Exposition Center shall be paid from the Net Proceeds of the Expo Bonds issued by the SCCDC. The City will enter into the Expo Lease with the SCCDC in which the City will lease from the SCCDC the Exposition Center Site and will agree to construct or cause to be constructed the Exposition Center using the Net Proceeds of the Expo Bonds. The Developers will enter into qualified management contracts with the City under which the Developers agree to manage and operate the Exposition Center for the City under the Exposition Center Operating Agreement.

3.3.2. Location, Description and Design. The Exposition Center shall be located on a portion of the demolished Trade Center and the demolished Sears Parking Deck which is located immediately east of the portion of the Trade Center which was not demolished described on Exhibit C. The parties will agree, within 30 days after receipt thereof from the Architects, on the preliminary design for the Exposition Center. The Architects shall prepare preliminary plans and specifications, including elevations and cross sections, and a construction budget for the Exposition Center (the "**Exposition Center Budget**") prepared by the Architects and the City shall, after approval by the Developers of the Exposition Center Budget, secure a bid for renovation of the Exposition Center at a stipulated sum, which may be in the form of a design build

contract based upon a stipulated sum. Upon completion of the construction of the Exposition Center , the former Trade Center will be merged into one facility known as the **"Exposition Center."**

3.3.3. Business License Tax. In consideration for the City agreeing to incorporate the costs of redevelopment of the Trade in the Exposition Center, the Developers have agreed to request the CID to establish the Business License Tax at a rate of 3% and requests the City to include the cost of redevelopment of the Trade Center in the Exposition Center Budget and use the increase in the collected Business License Tax, when collected, to reimburse the City for increased Rental Payments under the Expo Lease due to such increased cost of the Exposition Center or to make "pay as you go" improvements.

3.3.4. Covenants of City and Developers Regarding Exposition Center. The City and the Developers covenant and agree that they will satisfy the tax covenants contained in Exhibit H regarding the Exposition Center.

Section 3.4. Baseball Stadium.

3.4.1. Baseball Stadium. The Developers shall pay the costs of the construction of the Baseball Stadium which cost shall be defined in the Baseball Stadium Budget adopted by the parties 30 days after the Developers provide estimates of the costs. The costs of the construction of the Baseball Stadium shall be financed with the proceeds of the Baseball Bonds.

3.4.2. Location, Description and Design. The Developers and the City have selected a location in Jordan Valley Park for the development of the Baseball Stadium generally shown as the Baseball Land on Exhibit A. The City and the Developers have agreed on a preliminary design concept for the Baseball Stadium. The Developers shall prepare preliminary plans and specifications, including elevations and cross sections, and the Baseball Stadium Budget in compliance with Minor League Facility Standards and in harmony with the design concepts of Jordan Valley Park approved by the City and shall, after approval, secure a bid for construction at a stipulated sum, which may be in the form of a design build contract based upon a stipulated sum. Under the Baseball Lease, the Developers shall be responsible for the construction and all operations of the Baseball Stadium. The Developers agree to provide the City with a copy of any sublease, license or similar agreement of the Baseball Stadium. Until the execution of a sublease, license or similar agreement for an AA minor league baseball club, the Developers agree that the use of the Baseball Stadium will be limited to intercollegiate baseball competition, tournaments and other events mutually agreeable to the Developers and the City. The City shall have the right to use the Baseball Stadium from time to time for community events at no cost to the City other than utilities, security and the cost of clean up of the Baseball Stadium provided the use does not interfere with use by an AA minor league baseball club.

Section 3.5. Parking.

3.5.1. Parking. The City will pay, or has paid, for the costs of the construction of the Parking Garage, the Surface Parking to the extent it can be constructed and the Recreational Ice Surface Parking using either the proceeds of the Parking Bonds or the Series B 2000 Bonds, as the case may be. The Developers will be reimbursed for the costs of the acquisition of the Acquired Parking Land from the proceeds of the Baseball Bonds.

3.5.2. Location, Description and Renovation Design. The City and the Developers have selected a location in Jordan Valley Park for the location of the Surface Parking, the Baseball Surface Parking, the Recreational Ice Surface Parking and the Parking Garage as shown on Exhibit E. The City and

the Developers have agreed that the Parking Garage will initially be constructed to contain 650 parking spaces and when the Arena is constructed the City has agreed to provide an additional 300 parking spaces in the Parking Garage. The West 65 feet of Hammons Tower Parking Lot required for the construction of the Parking Garage has or will be conveyed by the Developers to the City under the terms of the Exchange Agreement. As consideration for conveyance of that property, the City has agreed in the Exchange Agreement to convey 160 daytime parking spaces to lessees of the Hammons Tower, their guests and invitees at no charge (7:00 a.m. to 6:00 p.m. Monday through Friday) for the parking spaces lost due to the conveyance of the West 65 feet of Hammons Tower Parking Lot. The City shall provide surface parking to the extent it can be developed for use by patrons of the Baseball Stadium. The parties have agreed that the Initial Surface Parking will be sufficient until an AA minor league club has agreed to play its home games at the Baseball Stadium.

3.5.3. Covenants of City and Developers Regarding Parking Improvements. The City and the Developers covenant and agree that they will satisfy the tax covenants contained in Exhibit H regarding the tax-exempt portion of the Parking Improvements. If the Developers exercise the option granted in the Exchange Agreement to acquire the portion of the Parking Land needed for Surface Parking located west of the Walgreen Store after the construction by the City of Surface Parking thereon, the Developers will reimburse the City for the cost of construction of the Surface Parking.

Section 3.6. Arena. The City has granted the Developers the option, for two years after the date hereof, to develop the Arena in accordance with the following conditions or such other conditions as the City and the Developers may negotiate after the date hereof.

3.6.1. Arena. The City will pay for the costs of constructing and equipping the Arena but solely from the proceeds of the Arena Bonds.

3.6.2. Location, Description and Design. The City and the Developers have selected a location in Jordan Valley Park for the location of the Arena as shown on Exhibit D (the "**Arena Site**"). The Arena Site is either owned by the City or is owned by the PBC for the use of the City and will be conveyed or leased by the City to the SCCDC. The City and the Developers have agreed that the Arena will initially be constructed and equipped with the Net Proceeds of the Arena Bonds issued by the SCCDC. The City will enter into the Arena Lease with the SCCDC in which the City will lease from the SCCDC the Arena Site and will construct the Arena using the Net Proceeds of the Arena Bonds. The City will enter into a sublease agreement for the Arena with Drury (the "**Arena Drury Sublease**") for use as the home court for games for its men's and women's basketball programs and for commencement exercises and Drury shall agree to pay subrental payments to the City which will equal the amount of debt service payments allocable to $10,000,000 of the Arena Section 501(c)(3) Bonds. Drury shall be granted the naming rights to the Arena and the right to select the Arena decor to match Drury's colors, emblems and similar items. The Developers will enter into a sublease with the City (the "**Arena Developer Sublease**") under which the Developers agree to contract with a minor league hockey team to play its home games in the Arena, based on a schedule agreed upon by the City, Drury and the Developers.

3.6.3. Covenants of City and Developers Regarding Arena. The City and the Developers covenant and agree that they will satisfy the tax covenants contained in Exhibit H regarding the tax-exempt portion of the Arena Tax-Exempt Bonds and the Arena Section 501(c)(3) Bonds.

ARTICLE IV
FINANCING PLAN

Section 4.1. Baseball Bonds. The City will request assistance from the SCCDC in financing the costs of the Baseball Stadium and the acquisition of the Acquired Baseball Land and the Acquired Parking Land which financing will be provided from the proceeds of the Baseball Bonds issued by the SCCDC. The Baseball Bonds will be issued in an amount sufficient to pay the cost of: (i) advance refunding a portion of the Series A 2000 Bonds used to acquire the Baseball Land; (ii) acquiring the Acquired Baseball Land and the Acquired Parking Land located north of Trafficway Street and demolition of improvements located on that property; (iii) design, engineering and construction of the Baseball Stadium including the acquisition of real estate, machinery, equipment, furnishings and related property; (iv) funding interest accruing on the Baseball Bonds during acquisition, construction and installation of the Baseball Stadium; (v) funding a debt service reserve fund equal to 10% of maximum debt service on the Baseball Bonds; and (vi) payment of costs of issuance of the Baseball Bonds.

The sole obligation of the City with respect to costs of constructing the Baseball Stadium shall be to facilitate the issuance of the Baseball Bonds by the SCCDC for the purpose of financing those costs. The Developers shall be solely responsible to pay any and all costs and expenses of construction and completion of the Baseball Stadium, to the extent that the actual costs exceed the amount available to the Developers from the proceeds of the Baseball Bonds.

Section 4.2. Limited Liability. The Baseball Bonds and the interest thereon will be special limited obligations of the SCCDC payable solely and only from the Loan Payments made by the City under the Financing Agreement which will equal Rent payable by the Developers under the Baseball Lease, from payments under the unconditional guaranty by the Developers of the Baseball Bonds and investment proceeds of the Baseball Bonds. The duty of the Developers to pay Rent under the Baseball Lease is absolute and unconditional. The Baseball Bonds and the interest thereon will not constitute a debt or liability of the City, the State or any political subdivision of the State. The Baseball Bonds will be subject to federal income taxes. The Baseball Bonds will be offered under an exemption to the Securities Act of 1933. The Baseball Bonds will be issued in two series to match the spending objectives of the Developers. If the SCCDC issues the Baseball Bonds, the Developers shall have the obligation to satisfy the purchasers of the Baseball Bonds as to the credit worthiness of the Developers to secure the repayment of the Baseball Bonds by making Rent payments under the Baseball Lease.

The Developers shall enter into the Guaranty Agreement guaranteeing the payment of the Baseball Bonds by providing the collateral specified in the Guaranty Agreement which will secure the payment of the loan payments payable by the City under the Financing Agreement and the Baseball Bonds.

Section 4.3. Tax-Exempt Bonds. The City will request the SCCDC to issue the Parking Bonds to finance acquisition of that portion of the Acquired Parking Land located south of Trafficway Street and to pay the costs of construction of the Parking Improvements. The City will also request the SCCDC to issue the Expo Bonds to finance the costs of constructing and equipping the Exposition Center and to issue the Arena Tax-Exempt Bonds and the Arena Section 501(c)(3) Bonds to finance the costs of constructing and equipping the Arena.

Section 4.4. CID. The CID has been formed pursuant to the Act as a political subdivision of the State having a board of directors appointed by the City. The taxes imposed by the CID and approved by a vote of the qualified voters in the District include a gate tax on each ticket issued and all admissions or

registrations for events in the amount of $0.25 on any event at the Baseball Stadium, the Arena and the Exposition Center (the "**Gate Tax**") which Gate Tax shall be used by the City for payments on the Parking Bonds. The Developers also requested the CID to impose and collect or cause to be collected a real estate tax in an amount not to exceed $3.00 per one hundred dollars of assessed valuation on real estate located within the CID (the "**Real Estate Tax**") and a business license tax on gross receipts of businesses operating within the CID of not more than 4% (the "**Business License Tax**") which shall be used to make payments on the Expo Bonds and a business license tax of $1.00 on each ticket issued and all admissions or registrations for events at the Arena (the "**Arena Seat Tax**") which Arena Seat Tax will be used for payments on the Arena Bonds, if issued. The CID will enter into an Interlocal Agreement with the City for the collection of the Taxes.

Section 4.5. Financial Structure. The City will borrow the proceeds of the Baseball Bonds from the SCCDC under the Financing Agreement. The City will lease, or cause to be leased, the Acquired Baseball Land and the Acquired Parking Land to the Developers. The Developers will enter into the Baseball Lease with the City and will convey the real estate comprising the Sears Parking Deck and the former Sears Retail Store previously used by the Developers as a trade center in Escrow for delivery to the City under the Exchange Agreement and the City will lease or convey the real estate to the SCCDC. The Phase One Lease will pay land acquisition costs of the Acquired Baseball Land and the demolition and clearing costs of the Acquired Baseball Land, the design costs for the Baseball Stadium and some of the excavation costs for the Baseball Stadium. The City and the Developers intend to supplement the Phase One Lease by the Baseball Lease which will require the Developers to construct and operate the Baseball Stadium. Under the Baseball Lease, the Developers shall be required to pay Rent which shall equal at all times the debt service on the Baseball Bonds. The Baseball Bonds will be issued under and secured by the Indenture. The City and the Developers will assign their right, title and interest in certain contracts relating to the design and construction of the projects in which the City or the Developers are a party to the SCCDC and the SCCDC will assign such contracts to the Trustee.

Section 4.6. Operating Budgets. The Developers shall, at least 120 days before the beginning of the first operating year for the Baseball Stadium and 120 days before the beginning of each operating year thereafter, submit to the City an estimated profit and loss statement for the Baseball Stadium in reasonable detail for the ensuing operating year. The Developers, on the same date or dates, shall submit to the City for its approval (the decision on which shall be given within 60 days after submission thereof) a budget which shall include estimates for the ensuing year of gross revenues for the Baseball Stadium, identify each separate source of revenue and shall set forth: (a) the expenses of operations and maintenance of the Baseball Stadium, (b) expenditures for furnishings and equipment; (c) expenditures for revisions, alterations, rebuilding, replacement, additions and improvements in and to the Baseball Stadium and (d) expenditures for promotion, personnel expenses and training for each of the Baseball Stadium. The aforesaid estimate of profit and losses and the budget, after approval by the City, are collectively hereinafter referred to as the "**Annual Plan.**"

The Developers agree that they will follow the Annual Plan for keeping and maintaining the Baseball Stadium in good repair, working order and condition, outfitted and equipped for proper operation, in accordance with standards for comparable projects. The City has no responsibility for payment of the costs of any maintenance and repairs on the Baseball Stadium. The City, in approving the operating budget for the Baseball Stadium, may direct that the Developers focus on needed maintenance and improvements to the Baseball Stadium. The City and the Developers acknowledge that during the first operating year there may be expenditures required to correct errors or omissions in connection with the construction, furnishing and equipping of the Baseball Stadium. The Developers agree to advance those sums required to correct those omissions and to notify the City of those changes to the Annual Plan.

The failure of the Developers to correct maintenance problems pointed out by the City which interfere with the operation of the Baseball Stadium for two consecutive budget years, unless submitted to arbitration, may be considered by the City as an event of default hereunder and under the Baseball Lease.

Section 4.7. Limitations on Costs. The parties agree that the actual costs of acquisition, clearing, demolishing and preparing the Baseball Land, the construction of the Baseball Stadium, the construction of the Exposition Center, the construction of the Arena, if it is developed, and the costs of the Parking Improvements are unknown and cannot be ascertained but only estimated as of the date of this Amended Agreement. It is anticipated, however, that the costs of the demolishing and preparation of the Baseball Land and the construction of the Baseball Stadium will be financed with the proceeds of the Baseball Bonds; the costs of construction of the Exposition Center and rehabilitation of the Trade Center will be financed with the proceeds of the Expo Bonds; the costs of the construction of the Arena, if developed, will be financed with the proceeds of the Arena Bonds and the costs of the Parking Improvements will be financed with the proceeds of the Parking Bonds. The amount of the Baseball Bonds to be issued by the SCCDC to fund the acquisition, design and construction of the Baseball Stadium shall be limited to the costs specified in the Baseball Stadium Budget agreed to between the City and the Developers and the costs shall not exceed those amounts unless agreed to in writing by the City and the Developers. The amount of the Expo Bonds to be issued by the SCCDC to fund the design and construction of the Exposition Center shall be limited to the costs specified in the Exposition Center Budget agreed to between the City and the Developers and the costs shall not exceed those amounts unless agreed to in writing by the City and the Developers. The amount of the Arena Bonds, if the Arena is developed, to be issued by the SCCDC to fund the design and construction of the Arena shall be limited to the costs specified in the Arena Budget agreed to between the City and the Developers and the costs shall not exceed those amounts unless agreed to in writing by the City and the Developers.

Section 4.8. Agreement on Design. The City has entered into an agreement with the Architects to determine the location and preliminary design of the Parking Garage, the Exposition Center and the Arena. The City and the Developers shall cooperate with the Architects in the design of the Parking Garage, the Exposition Center, the renovation of the Trade Center and the Arena, if developed. The Architects shall initially be authorized to prepare a schematic design for the Parking Garage and the Exposition Center which will incorporate the Trade Center, perform a code search and provide the parties with a separate cost estimate of the Parking Garage, the Exposition Center and the incorporation of the Trade Center in the Exposition Center. The City will pay the Architects' cost to prepare a schematic design for the Parking Garage, the Exposition Center and the incorporation of the Trade Center in the Exposition Center, perform a code search and provide the parties with a separate cost estimate of the Parking Garage, the Exposition Center and the incorporation of the Trade Center in the Exposition Center. The City shall negotiate an agreement with an architect to design and provide a cost estimate for the Arena, if it is to be developed. The design and cost of the Arena, if developed, shall be satisfactory to both the Developers and the City. This Amended Agreement is subject to the contingency that the design and estimate of costs for the Parking Garage is satisfactory to both the Developers and the City. The City and the Developers shall state in writing to the other party whether or not they approve or disapprove of the design and estimate of costs for the Parking Garage, the Exposition Center and the Arena which, when approved, shall be the Parking Garage Budget, the Exposition Center Budget and the Arena Budget.

ARTICLE V
ACQUISITION, CONDITION AND PREPARATION OF BASEBALL LAND, TRADE CENTER AND PARKING

Section 5.1. Baseball Land Review Period. The Developers shall have the right for a 60 day period following the Effective Date of this Amended Agreement (the "**Baseball Review Period**") to conduct such investigations of the conditions of the Baseball Land as the Developers deem appropriate. The Developers will indemnify the City against all costs, damages, claims and liabilities arising out of the Developers' inspections and activities during the Baseball Review Period. The Developers shall not commence any site work or construction activities until after the expiration of the Baseball Review Period. During the Baseball Review Period, the Developers agree to conduct such investigations of the condition of the Baseball Land as they deem appropriate for the purpose of determining the feasibility and constructability of the Baseball Stadium. Prior to the expiration of the Baseball Review Period, the Developers shall have the option to give written notice to the City rescinding the agreement to lease the Baseball Land due to conditions reasonably determined by the Developers to be unacceptable. Unless the Developers elect to rescind, prior to the expiration of the Baseball Review Period, the Developers expressly assume all risks, costs, expenses and liabilities attributable to any condition of the Baseball Land, including but not limited to soil conditions and underground conditions whether discovered before or after commencement of construction. If the Developers do not exercise the right to rescind prior to the expiration of the Baseball Review Period, then the Developers shall be conclusively deemed to have accepted the Baseball Land in "as-is" condition and the Developers shall indemnify and hold the City harmless from any and all costs, damages, claims and liabilities relating to the development, use, possession or operation of the Baseball Land.

Section 5.2. Baseball Land Environmental Matters.

(a) The City will provide to the Developers such reports and studies regarding the environmental condition of the Baseball Land as the City has in its possession, which the Developers shall in turn provide to each of their contractors and consultants. All such reports and studies shall be furnished without representation or warranty as to their completeness, accuracy or any other matter.

(b) The Developers shall provide to the City copies of all reports and studies regarding the environmental condition of the Baseball Land that the Developers obtain or receive. All reports and studies shall be furnished without representation or warranty as to their completeness, accuracy or any other matter.

(c) Commencement of any site work or construction activities by the Developers shall constitute acceptance of the Baseball Land with the conditions existing when possession is given by the City to the Developers, and shall further constitute a waiver of all claims against the City relating to the environmental condition of the Baseball Land , as reflected in the reports and studies provided to, or obtained by, the Developers through the date the work commences.

(d) The Developers agree to indemnify and require that each of their contractors indemnify the City for any environmental substance introduced or disposed of or discharged, including any Hazardous Materials, upon the Baseball Land.

(e) The Developers and their contractors will (i) use, handle, transport or store Hazardous Materials (as hereinafter defined) as defined under any Environmental Law (as hereinafter defined) and (ii) store or treat nonhazardous wastes (A) in a good and prudent manner in the ordinary course of business, and (B) in compliance with all applicable Environmental Laws.

(f) The Developers will not conduct or allow to be conducted, in violation of any Environmental Law, any business, operation or activity on the Baseball Land, or employ or use the Baseball Land to generate, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Materials (as hereinafter defined), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to public safety, health or the environment or cause, or allow to be caused, a known or suspected release of Hazardous Materials, on, under or from the Baseball Land.

(g) The term "**Hazardous Materials**" shall mean dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law.

(h) The term "**Environmental Law**" shall mean any law, rule, regulation, requirement, guideline, permit, action, determination or order of any governmental authority having jurisdiction over the Baseball Land, from time to time, and applicable to the design, acquisition, construction, equipping, financing, ownership, possession, testing, operation or maintenance of the Baseball Stadium, including but not limited to: (i) CERCLA and the regulations issued thereunder; (ii) the Resource Conservation and Recovery Act and the regulations issued thereunder and (iii) the Toxic Substances Control Act and the regulations issued thereunder and future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or Hazardous Materials.

Section 5.3. Trade Center Acquisition. The Developers shall, in accordance with the Exchange Agreement, convey the Trade Center to the City, free and clear of any liens or encumbrances.

Section 5.4. Trade Center Environmental Matters.

(a) The Developers shall provide to the City copies of all reports and studies regarding the environmental condition of the Trade Center that the Developers have. All such reports and studies shall be furnished without representation or warranty as to their completeness, accuracy or any other matter.

(b) At the expense of the Developers, the City may arrange or obtain environmental insurance with respect to the Trade Center; provided, however, that the City shall not have any liability or obligation to the Developers with respect to the adequacy or proprietary of any such insurance or any other matter relating to such insurance.

(c) The Developers agree to indemnify and require that each of their contractors indemnify the City for any environmental substance introduced or disposed of or discharged, including any Hazardous Materials, upon the Trade Center.

(d) The Developers and their contractors will (i) use, handle, transport or store Hazardous Materials (as hereinafter defined) as defined under any Environmental Law (as hereinafter defined) and (ii) store or treat nonhazardous wastes (A) in a good and prudent manner in the ordinary course of business, and (B) in compliance with all applicable Environmental Laws.

(e) The Developers will not conduct or allow to be conducted, in violation of any Environmental Law, any business, operation or activity on the Trade Center, or employ or use the Trade Center to generate, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Materials (as hereinafter defined), or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to public safety, health or the environment or cause, or allow to be caused, a known or suspected release of Hazardous Materials, on, under or from the Trade Center.

(f) The term "**Hazardous Materials**" shall mean dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law.

(g) The term "**Environmental Law**" shall mean any law, rule, regulation, requirement, guideline, permit, action, determination or order of any governmental authority having jurisdiction over the Trade Center, from time to time and applicable to the design, acquisition, construction, equipping, financing, ownership, possession, testing, operation or maintenance of the Trade Center, including but not limited to: (i) CERCLA and the regulations issued thereunder; (ii) the Resource Conservation and Recovery Act and the regulations issued thereunder and (iii) the Toxic Substances Control Act and the regulations issued thereunder and future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or Hazardous Materials.

Section 5.5. Sears Parking Deck and Trade Center Acquisition. The Developers, in accordance with the Exchange Agreement, shall transfer fee simple title to the Sears Parking Deck and the Trade Center to the City, free and clear of any liens or encumbrances. Prior to the City issuing any permit for the construction of the Baseball Stadium, the Developers shall place a special warranty deed or warranty deeds in Escrow conveying good title to the Sears Parking Deck and the Trade Center to the City which deeds shall be recorded upon the City notifying the Developers of the completion of the Parking Garage. If an environmental assessment of the property shows that there is a hazardous substance on the Sears Parking Deck and the Trade Center property, the Developers shall obtain, prior to transferring it to the City, from the Missouri Department of Natural Resources, a "no further action" letter unless waived by the City or a letter from the City's environmental consultant stating that the hazardous substance has been removed.

Section 5.6. UDAG Grant. In consideration of the Developers conveying to the City the Sears Parking Deck and the Trade Center, constructing the Baseball Stadium, performing the Exchange Agreement and creating the CID which will provide the means for the payment of the Expo Bonds and performing the Exchange Agreement, the City agrees to accept those actions as payment in full of the current balance of principal and interest and satisfaction of each and every covenant set forth in the UDAG Agreement dated August 16, 1982, as amended (the "**UDAG Agreement**"). Upon the Developers conveying the Sears Parking Deck and the Trade Center to the City and constructing the Baseball Stadium, the City shall deliver to the Developers a document showing that the principal and interest balance of and the covenants set forth in the UDAG Agreement have been paid and fully satisfied.

ARTICLE VI
PARKING

Section 6.1. Conditions Precedent to the Parking Improvements. Prior to issuance of the Parking Bonds to pay the costs of Parking Improvements, proof of the satisfaction of each of the following conditions shall be provided to the City and the Developers:

(1) Filing with the City Clerk of the City of a satisfactory petition for the formation, conclusion of a public hearing on the formation and adoption of an ordinance by the City Council creating the CID.

(2) Satisfactory design documents (plans and specifications) for the Parking Improvements.

(3) Approval and execution of the Parking Ground Lease by the City for the Owned Parking Land.

(4) An executed Parking Lease for the Parking Improvements.

(5) A bond purchase agreement with an underwriter agreeing to purchase the Parking Bonds and compliance with all federal and state securities laws, rules and regulations, including, without limitation, Securities and Exchange Commission Rule 15c2-12, that may be applicable to the offering and sale of the Parking Bonds or satisfactory demonstration of the availability of exemptions from the application of such laws, rules and regulations.

(6) Such other assurances, including concurrence in the award of the contract by the federal highway administration and MoDOT, required to finance the construction of the Parking Improvements.

(7) Delivery in Escrow of a special warranty deed for the West 65 feet of Hammons Tower Parking Lot under the terms of the Exchange Agreement.

(8) An executed Interlocal Agreement including the CID taxes.

(9) Delivery in Escrow of a special warranty deed for the Sears Parking Deck under the terms of the Exchange Agreement.

Section 6.2. Vacation of Hampton Avenue. The City shall, following completion of the actions set forth in Section 6.1, vacate Hampton Avenue between St. Louis Street and Trafficway Street.

Section 6.3. Parking Garage. The City shall cause the Parking Garage consisting of 650 or more parking spaces to be constructed on the Greyhound bus terminal property and the West 65 feet of Hammons Tower Parking Lot.

Section 6.4. Initial Surface Parking Spaces East of Sherman Avenue. Simultaneously with the issuance of the second phase of the Baseball Bonds but provided the Developers have not exercised their option to purchase under the Exchange Agreement, the City will cause the Initial Surface Parking Spaces to be constructed and upon the City being notified by the Developers that they have leased, licensed or entered into a similar agreement of the Baseball Stadium to an AA minor league baseball club for use in playing all of its home games during the baseball season, but solely with the proceeds of the Parking Bonds, the remainder of the Surface Parking, to the extent Surface Parking can be expanded, will be constructed by the City, within 12 months after the date of the notification to the City. The Developers shall assign the AA minor league baseball club stadium license or lease to the Trustee prior to the obligation of the City to complete the remainder of the Surface Parking.

Section 6.5. Operations, Charges and Design. The City shall own and operate the Parking Improvements and may establish rates and charges for their use (provided that in the first two years of operation the City agrees it will not impose a charge of more than $3.00 per vehicle unless a charge in excess of that amount is required to meet the debt service obligations on the Parking Bonds.) The City agrees to establish special long term parking rates for monthly parking in the Parking Garage and the Surface Parking. The cost to build, operate and maintain the Parking Improvements shall be funded from the Parking Bonds payable by parking fees, contributions from the Tax Increment Financing Commission and the Gate Tax. All parking shall be consistent with the Jordan Valley Park development as shown on the Master Plan outlining the parking projects which is attached hereto as Exhibit F. The Parking Improvements shall be available to guests and invitees of the Developers for events at the Exposition Center, the Arena and the Baseball Stadium except as provided in the Exchange Agreement at the same charge that is made to all other users.

Section 6.6. Items to be Provided Prior to City's Obligation to Construct Surface Parking West of Hampton Avenue.

(1) An executed stadium lease agreement with an AA minor league baseball club.

(2) An assignment for collateral purposes of the AA minor league baseball club stadium lease or license agreement to the Trustee.

(3) The CID shall have been created and the Expo Bonds issued and sold.

ARTICLE VII
CONDITIONS PRECEDENT TO RENOVATION OF THE TRADE CENTER

Section 7.1. Conditions Precedent to Renovation of the Trade Center. Prior to the renovation of the Center, the following conditions shall be satisfied:

(1) The Developers shall have delivered the deed to the Trade Center in Escrow in accordance with the Exchange Agreement.

(2) The City and the Developers shall approve design documents (plans and specifications) and a construction budget for the renovation of the Trade Center.

(3) The City and the Developers shall have amended the Interlocal Agreement providing for collection and use of a 1% increase in the CID motel/hotel, food, beverage and other retail business license taxes.

ARTICLE VIII
CONDITIONS PRECEDENT TO ISSUANCE OF BONDS FOR THE BASEBALL STADIUM

Section 8.1. Conditions Precedent to Funding of Construction of the Baseball Stadium. Prior to issuance of the Baseball Bonds for the construction of the Baseball Stadium, proof of the satisfaction of the following conditions shall be provided to the Developers:

(1) Completion of the formation of the CID as set forth in Section 6.1(1) hereof and the delivery of the executed Interlocal Agreement specified in Section 6.1(8) hereof.

(2) The City and the Developers approve satisfactory design documents (plans and specifications) for the Baseball Stadium.

(3) The Developers shall have provided the City with a 10 year pro forma statement for the Baseball Stadium showing projected income and expense.

(4) The Developers and the City will have agreed to the Baseball Stadium Budget.

(5) The Developers shall have secured a fully executed contract for constructing the Baseball Stadium or a design build contract for a stipulated sum in an amount not to exceed the Baseball Stadium Budget.

(6) The Baseball Lease between the Developers and the City will be executed.

(7) The City has executed a Financing Agreement.

(8) A bond purchase agreement with an underwriter agreeing to purchase the Baseball Bonds and compliance with all federal and state securities laws, rules and regulations, including, without limitation, Securities and Exchange Commission Rules 131 and 15c2-12, that may be applicable to the offering and sale of the Baseball Bonds or satisfactory demonstration of the availability of exemptions from the application of such laws, rules and regulations.

(9) An executed unconditional guaranty of the Baseball Bonds by the Developers and with Acceptable Collateral is delivered simultaneously with the issuance of the Baseball Bonds.

(10) A commitment to issue a bond insurance policy insuring the Baseball Bonds shall have been secured.

ARTICLE IX
ISSUANCE OF BONDS FOR THE EXPOSITION CENTER

Section 9.1. Issuance of Expo Bonds to Finance the Construction and Equipping of the Exposition Center. Prior to issuance of the Expo Bonds, the proof of the satisfaction of the following conditions shall have been provided to the City and the Developers:

(1) The City and the Developers will have agreed upon a construction budget for the Parking Garage, including an acknowledgment of the sources of funds to pay for the construction of the Parking Garage.

(2) The Developers shall have delivered the deed into escrow for the West 65 feet of Hammons Tower Parking Lot in accordance with the Exchange Agreement.

(3) The City and the Developers approve design documents (plans and specifications) for the construction and equipping of the Exposition Center.

(4) The Exposition Center Budget will have been agreed to by the Developers and the City.

(5) An executed Expo Lease is provided.

(6) The Exposition Center Operating Agreement for the management and operation of the Exposition Center between the Developers and the City.

(7) A bond purchase agreement with an underwriter agreeing to purchase the Expo Bonds and compliance with all federal and state securities laws, rules and regulations, including, without limitation, Securities and Exchange Commission Rules 131 and 15c2-12, that may be applicable to the offering and sale

of the Expo Bonds or satisfactory demonstration of the availability of exemptions from the application of such laws, rules and regulations.

(8) A commitment to issue a bond insurance policy insuring the Expo Bonds shall have been secured.

(9) A contract for the redevelopment of the undemolished portion of the Trade Center shall have been authorized by the City.

(10) A contract for the development of the Exposition Center shall have been authorized by the City.

(11) The Business License Tax has been increased to 3% and the Interlocal Agreement amended to reflect the change.

ARTICLE X
ISSUANCE OF BONDS FOR THE ARENA

Section 10.1. Issuance of Arena Bonds to Finance the Construction and Equipping of the Arena. Simultaneously with the receipt of certification from Drury and the Developers that they are ready to execute the Arena Drury Sublease and the Arena Developer Sublease, if executed, the City agrees to cause the SCCDC to issue the Arena Bonds for the construction and equipping of the Arena provided the following conditions shall have been satisfied:

(1) The Developers shall have exercised their option to develop within the two year period and the City and the Developers shall have approved design documents (plans and specifications) for the construction and equipping of the Arena.

(2) The Arena Budget will have been agreed to by the Developers and the City.

(3) An executed Arena Lease is provided.

(4) An executed Arena Ground Lease is provided.

(5) The executed Arena Operating Agreement for the management and operation of the Arena between the City and a qualified service provider.

(6) A bond purchase agreement with an underwriter agreeing to purchase the Arena Bonds and compliance with all federal and state securities laws, rules and regulations, including, without limitation, Securities and Exchange Commission Rules 131 and 15c2-12, that may be applicable to the offering and sale of the Arena Bonds or satisfactory demonstration of the availability of exemptions from the application of such laws, rules and regulations.

(7) The Developers shall have secured a fully executed contract for constructing the Arena or a design build contract for a stipulated sum in an amount not to exceed the Arena Budget.

(8) The City shall have received an affirmative answer to its Ruling Request to the Internal Revenue Service permitting the Arena to be financed with a mix of the Arena Bonds.

(9) The Developers and Drury shall have negotiated and executed a satisfactory donation agreement.

(10) The City, Drury and the Developers shall have executed a joint cooperation agreement.

(11) The Developers shall have executed the Arena Developer Sublease, if developed.

(12) Drury shall have executed the Arena Drury Sublease.

(13) Funds required to be raised by Drury are available for use.

ARTICLE XI
PLANS AND CONSTRUCTION

Section 11.1. Construction Plans. The Baseball Stadium, the Exposition Center and the Arena, if developed, will be constructed in accordance with the comprehensive plans and specifications prepared by the City or the Developers, as the case may be, and approved in writing by the City or the Developers, as the case may be. The comprehensive plans will be consistent with: (i) all conceptual plans, master plans, development plans, design standards and criteria, elevation plans, vertical and horizontal controls and site data, specified and approved by the City, (ii) all applicable ordinances and codes and (iii) the Minor League Facility Standards for the Baseball Stadium. The Developers agree that they will enter into all necessary contracts with contractors (which contracts and contractors shall be approved in writing by the City) for the construction of the Baseball Stadium in accordance with the plans and specifications, take bids, if necessary, pay prevailing wages and require performance and payment bonds as required by law. The Developers agree that the contractor chosen for construction of the Baseball Stadium shall be qualified, experienced and bondable. All contractors and subcontractors must be qualified to do business and be in good standing in the State and must have all required licenses. If final versions of plans and specifications are not available at the signing of this Amended Agreement, the Developers shall submit preliminary plans and specifications for the City's approval. The Developers shall prepare all aspects of the design but the architectural style shall be consistent with the overall plan for Jordan Valley Park. The construction contracts, plans and specifications shall be conditionally assigned to the SCCDC concurrently with the issuance of the Baseball Bonds so the City may without further action upon the occurrence of an event of default hereunder proceed with the construction and the SCCDC shall automatically succeed to all the Developers' rights therein and thereunder in that event. The process for approval under this Amended Agreement shall be as follows:

11.1.1. Submission to City. The Developers will submit to the City final plans and specifications for the construction of the Baseball Stadium for approval by the City. The final plans and specifications may differ from, but shall substantially comply with, the preliminary plans and specifications submitted in accordance with this Amended Agreement and the Jordan Valley Park development plan. All reviews, approvals, comments and consents by the City or its consultants, employees or agents with respect to any aspect of the construction by the Developers and its contractors shall be solely for the City's benefit and shall not constitute a waiver by the City of any requirements of the applicable building codes and regulations of the City.

11.1.2. Deemed Approval; Resubmission; Dispute. The final plans and specifications as filed shall be deemed approved under this Amended Agreement unless the City shall, within 30 days following submission of the final plans and specifications, notify the Developers in writing of their rejection, stating in detail, the reasons that any portion of the final plans and specifications are not in substantial

conformity with the provisions of the preliminary plans and specifications, the design concepts for Jordan Valley Park and this Amended Agreement. With respect to that portion or portions, if any, of the final plans and specifications as are rejected by the City, the Developers shall submit revised portions which shall be deemed approved and accepted unless rejected, in whole or in part, by the City within 20 days in the same manner as hereinabove provided with respect to the original submission. The foregoing provisions for resubmission shall continue to apply until either the City shall have notified the Developers of approval in writing or shall have failed to furnish a detailed statement of rejection within 20 days; provided, however, that in the event the Developers and the City, within 60 days following the date of original submission of the final plans and specification by the Developers, are unable to reconcile any areas of continuing disagreement with respect to the final plans and specifications, then there shall be deemed to be a dispute between the Developers and the City, which may, by mutual agreement, be submitted to arbitration. The final plans and specifications may be modified by the Developers after approval by the City as design and construction progresses so long as the final plans and specifications as modified are in substantial conformity with the provisions of the preliminary plans and specifications and this Amended Agreement.

11.1.3. Contents of Plans and Specifications. The term "plans and specifications," as used in this Amended Agreement, shall consist of preliminary architectural drawings illustrating the general design and scale of the Baseball Stadium, and outline specifications of materials to be used, and shall include the following:

Site Plan - The site plan shall include building location, off-street parking and loading facilities, driveways, sidewalks, landscaping, building setback and lot dimensions.

Floor Plans - Floor plans shall indicate their designated function and use but not projected layout for occupancy.

Elevations - Elevations shall consist of a conceptual drawing or pictorial presentation of each side of the building including an indication of materials to be utilized.

Outline Specifications - Outline specifications shall designate exterior materials to be used and type of construction.

Three (3) sets of plans and specifications shall be submitted by the Developers to the City. The City shall retain one (1) set and return the other two to the Developers with the City's approval endorsed thereon if they have been approved.

11.1.4. The Director of Building Regulations, Judge of Building Code. The Director of Building Regulations of the City shall be sole judge of the application of the Building Code and the construction and interpretation thereof. Nothing contained in this Section 11.1 regarding approval of preliminary plans and specifications or final plans and specifications is intended to infer that the Developers are not required to meet any and all other provisions of the Building Code of the City and the City Code.

11.1.5. Subcontractors, Suppliers and Others. The names, addresses, telephone numbers and proposed work items and amount of all subcontractors the contractors expect to use in performing the work under this Amended Agreement shall be furnished with the contractors bid or proposal. If no subcontractors are expected to be used, a statement to that effect must accompany the bid. After the furnishing of the list, the contractors may not substitute any of the subcontractors identified, except with the approval of the Director of Public Works of the City and for good cause shown.

Section 11.2. Time for Commencement and Completion of Construction.

(a) Construction of the Parking Garage shall commence within 30 days after the issuance of the Parking Bonds.

(b) Construction of the Exposition Center shall commence within 30 days after the issuance of the Expo Bonds.

(c) Construction of the Arena, if developed, shall commence within 30 days after the issuance of the Arena Bonds.

(d) Renovation of the Trade Center shall occur concurrently with the construction of the Exposition Center and be completed within 12 months after that date.

(e) Construction of the Baseball Stadium shall commence within 30 days after the issuance of the Baseball Bonds for the Baseball Stadium and be completed by March 1, 2004.

(f) The Developers agree for themselves, their successors and assigns and every successor in interest to any part of the Baseball Land that the Baseball Lease shall contain a covenant on the part of the Developers for themselves and their successors and assigns that they shall promptly begin and diligently complete the Baseball Stadium and that the construction shall, in any event, be begun and completed within the period specified in paragraphs (a) and (b) of this Section. It is intended and agreed that the Baseball Lease shall expressly provide that these agreements and covenants shall be for the benefit of the City and the SCCDC and enforceable against the Developers. The Developers shall be responsible to coordinate all activities and schedules with the City's consultants and representatives and to comply with all reasonable requests of the City for the purpose of achieving that coordination.

Section 11.3. Approval of Construction Contracts. All construction contracts between the Developers and their contractors shall be subject to approval by the City, and shall be submitted to the City for approval at least 30 days prior to the proposed commencement date of the construction. Unless otherwise agreed by the City, each construction contract shall comply with at least the following minimum requirements and such other reasonable requirements as the City may specify:

(a) The total amount payable to the contractor shall be a fixed price consistent with the corresponding construction budget approved in writing by the City.

(b) The Developers and the City each shall have the right, with the agreement of the other, to cause termination or suspension of construction because of unreasonable delays affecting any aspect of the Baseball Stadium, unanticipated environmental conditions, underground conditions or other reasonable cause, provided that the party electing to cause a termination or suspension shall be responsible to pay to the affected contractor reasonable termination or suspension fees to compensate the contractor for actual expenses of the termination or suspension, but not including lost profits or consequential or indirect damages.

(c) Each contractor shall indemnify the Developers and the City from and against all damages, costs, expenses, claims and liabilities arising from the introduction and disposal by the contractor of Hazardous Materials onto or from the Baseball Land.

(d) In the event that a contractor encounters any substance or material on the Baseball Land that may be hazardous and that was not introduced by the contractor's work under the terms of the construction

contract, the contractor shall be required to immediately stop all work that may be affected by the presence of that substance or material, notify the Developers and the City in writing of the conditions and not undertake any work or activities that may involve the handling or disposal of that substance or material except in accordance with a detailed remediation or disposal plan approved in writing by the Developers and the City.

(e) In the event that any environmental hazard exists on the Baseball Land, or on any other property as the result of any activities of the contractor, the contractor shall be required to indemnify the City and the Developers from all associated damages, costs, expenses and liability, shall immediately stop all work that may be affected by that hazard, notify the Developers and the City in writing of the conditions and not undertake any work or activities that may involve the handling or disposal of that substance or material except in accordance with a detailed remediation or disposal plan approved in writing by the Developers and the City.

(f) The contractor shall be required to expressly acknowledge that it (i) has not relied upon any information, representations or agreements provided or made by the City and (ii) will not make any claim or assert any right to recovery from the City by reason of any conditions or circumstances, including, but not limited to, any environmental condition or circumstance, affecting or relating to the Baseball Land or the Baseball Stadium.

(g) Change orders and contract modifications that would increase the fixed contract price, delay the completion date or otherwise materially alter the terms of the contract or the scope of work shall only be valid when consented to by the City and Developers and if the change order and contract modifications increases the fixed contract price above the construction budget approved by the City, the change order will only be approved by the City if the Developers have agreed to pay the contract price above the construction budget and provided the City with satisfactory evidence of the Developers' agreement to do so.

(h) The contractor shall be required, prior to exercising any right to stop work or exercising other remedies by reason of a default by the Developers under the construction contract, to give written notice to the City of the existence of the default and shall allow the City the opportunity to cure the default for a period of 30 days.

(i) The contractor must acknowledge that the proceeds of the Baseball Bonds are the source for the payment to the contractor under the contract with the Developers. Because of the importance of the issuance of the Baseball Bonds, the contractor must agree to the collateral assignment of the construction contract by the Developers to the Trustee for the benefit of the bondholders of the Baseball Bonds. The contractor must agree, prior to exercising any right to stop work or exercise any other remedies by reason of default by the Developers, simultaneously with the notice to the City, to give written notice to the Trustee of the existence of default by the Developers. Upon failure of the City to cure the default within the 30 day period, the contractor must grant to the Trustee an additional 30 days to cure the default by the Developers.

(j) All staging areas, temporary facilities and construction parking shall be within the boundaries of the Baseball Land, the Sears Parking Deck, the Exposition Center and the Parking Garage, approved by the City and the Developers in writing and shall comply with those reasonable conditions as the City may approve, including, but not limited to, the conditions for fencing, screening and security.

(k) Each contractor shall agree to provide additional information as may be required from time to time to comply with the provision of any documents authorizing or securing the repayment of the Baseball Bonds.

(l) Each contractor shall furnish payment and performance bonds in the full amount of the contract price, from sureties and otherwise in form and substance acceptable to the City.

(m) All contracts must comply with all applicable requirements of State law, including, if and to the extent applicable under the circumstances, Section 107.170 and Sections 290.210 through 290.340 RSMo. 1994, as amended.

(n) The Developers shall include in each contract a provision requiring the contractor to pay liquidated damages for any delay in completing the construction before the period during which capitalized interest is funded from proceeds of the Baseball Bonds.

Section 11.4. Securing of Permits and Authorizations. The Developers shall not do or permit others under their control to do any work in or about the Baseball Stadium or related to the construction, repair, rebuilding, restoration, replacement, alteration of or addition to any improvement thereon, or any part thereof, unless the Developers shall have first procured all requisite municipal and other governmental permits and authorizations. All work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article XII.

Section 11.5. Inspections. The City shall have the right, but not the obligation, to participate in any and all inspections of work in progress and the contractor shall agree not to cover its work until the City and the Developers have been provided a reasonable opportunity to inspect. Permitted inspections will include a comprehensive inspection prior to release of the final payment to the contractor, and the City and the Developers shall also have the right to enter and inspect the completed improvements at reasonable times and upon reasonable notice from time to time after completion.

Section 11.6. Mechanics' Liens. Neither the City nor the Developers shall do or suffer anything to be done whereby the Baseball Stadium may be encumbered by any mechanics' or other similar lien and if, whenever and as often as any mechanics' or other similar lien is filed against the Baseball Stadium purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, on or about the Baseball Stadium done by, for or under the authority of the City or the Developers or anyone claiming by, through or under the City or the Developers, the City or the Developers, as the case may be, shall discharge it of record within 30 days after the date of filing. Notice is hereby given that the City does not authorize or consent to and shall not be liable for any labor or materials furnished the Developers or anyone claiming by, through or under the Developers upon credit, and that no mechanics' or similar lien for any labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Baseball Stadium or any part thereof. The Developers shall deliver to the City a bond with good and sufficient sureties meeting the requirements of Section 107.170 RSMo. 1994, as amended.

Section 11.7. Contest of Liens. The City or the Developers, as the case may be, and notwithstanding Section 11.6, shall have the right to contest in good faith any mechanics' or other similar lien if within 30 days it notifies the other in writing of its intention to do so and in the case of the Developers, if requested by the City, deposits with the City a bond in favor of the City, with a surety company acceptable to the City as surety, in the penal sum of 100% of the amount of the lien claim contested, indemnifying and protecting the City from and against any liability, loss, damage, cost and expenses of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof and if, provided further, the contesting party diligently prosecutes the contest, at all times effectively stays or prevents any official or judicial sale of the Baseball Stadium, or any part thereof or interest therein, under execution or otherwise, and

pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 11.8. Repair and Correct. The Developers shall be responsible to correct, complete, repair or replace or to cause the contractor to correct, complete, repair or replace, all defective, incomplete, damaged or improper construction for a period of one year after the completion date.

Section 11.9. Certificate of Completion. Promptly after completion of the construction of the Baseball Stadium, in accordance with this Amended Agreement and the construction contract, the Developers shall furnish the City with appropriate instruments so certifying. Upon review of the certification, if the City agrees with the certification, it shall advise the Developers that the Baseball Stadium is complete. The certification by the City shall be (and it shall be provided in the Baseball Lease and in the certification itself) a conclusive determination of satisfaction and determination that the covenants in this Amended Agreement and the Baseball Lease with respect to the obligation of the Developers and their successors and assigns to construct the Baseball Stadium, and the dates for the beginning and completion of construction, have been satisfied. The certification shall be in a form as will enable the City to verify the completion. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request of the Developers, provide the Developers with a written statement indicating in adequate detail how the Developers have failed to complete the construction of the Baseball Stadium, in conformity with this Amended Agreement, or are otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developers to take or perform in order to obtain the certification. If the City and the Developers disagree as to the completion of construction, that dispute may be submitted to arbitration by either of them.

ARTICLE XII
FINANCING AGREEMENT AND PHASE ONE LEASE

Section 12.1. Financing Agreement and Phase One Lease for the Baseball Stadium. The City will enter into a Financing Agreement with the SCCDC under which the City will borrow the proceeds of the Loan from the SCCDC. The City will then enter into the Phase One Lease which will be supplemented by the Baseball Lease with the Developers under which the Developers agree to (i) construct the Baseball Stadium using the proceeds of the Baseball Bonds, (2) pay Rent to the City in an amount equal to principal and interest on the Baseball Bonds, and (3) manage the Baseball Stadium.

Section 12.2. Rent.

(i) One Dollar per annum commencing on the Effective Date and continuing until the occupancy date, defined as the earlier of (1) the issuance by the City of a Certificate of Occupancy for the Baseball Stadium, as the case may be, or (2) the date on which the Baseball Stadium, or any portion thereof, is opened for business to the public (the "**Occupancy Date**");

(ii) Rent in an amount sufficient to amortize the Baseball Bonds for use of the Baseball Stadium, beginning six months after the Occupancy Date of each, in monthly installments and payable in the amount of 1/6th of the semi-annual amounts due as interest on the Baseball Bonds and 1/12th of the annual amounts due by the SCCDC as principal on the Baseball Bonds as provided in the Indenture; and

(iii) Any other amounts due under Section 12.3(ii) below.

Section 12.3. Rent Payable.

(i) The Developers covenant and agree that all payments of Rent shall be made by the Developers five days before the day of each month when a bond payment is due by the SCCDC under the Baseball Bonds until such Baseball Bonds shall have been fully paid in immediately available funds.

The Developers hereby agree to pay to the Trustee at the Trustee's principal corporate trust office all payments payable by the Developers pursuant to this Section 12.3.

(ii) The Developers agree to make, within 15 days of receipt of demand therefor, additional payments as follows:

(A) To the City as reimbursement for any and all costs, expenses and liabilities paid by the City in satisfaction of any obligations of the Developers hereunder not performed in accordance with the terms hereof by the Developers, which payments shall be made upon notice thereof given by the City to the Developers.

(B) To the City as reimbursement for or prepayment of expenses paid or to be paid by the City, or required by this Amended Agreement, the Baseball Lease or the Indenture (the "**Developer Obligation**") or incurred in enforcing the provisions of the Developer Obligation, or incurred in defending any action or proceeding with respect to the Developer Obligation and required to be paid by the Developers under the Developer Obligation, which payments shall be made upon notice thereof given by the City to the Developers.

(C) To the Trustee the amount of its annual fee for ordinary services, the amount of its ordinary expenses, the amount of any fees for extraordinary services and the amount of any extraordinary expenses, all as defined and required in the Indenture and subject to the provisions thereof.

(D) To the Trustee, as bond registrar, and to the paying agent and to any other paying agents, the amount of reasonable charges and fees for acting as bond registrar and paying agent for the Baseball Bonds.

Any payments not made by the required date shall thereafter accrue interest at a daily-adjusted rate equal to the Prime Rate quoted in the "Money Rate" section of the Wall Street Journal plus 2% per annum (the "**Late Payment Rate**").

Section 12.4. Rent Payable Without Abatement or Setoff. The Developers covenant and agree with and for the express benefit of the City, the SCCDC and bondholders that all payments of Rent shall be made by the Developers on or before the date they become due, and that the Developers shall perform all of their obligations, covenants and agreements as specified hereunder without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and notwithstanding any damage to, loss or destruction of, the Baseball Stadium or any part thereof, any strike or other employee action at the Baseball Stadium, any commercial frustration of purpose, legal curtailment of the Developers' use thereof, any change in the tax or other law of the United States of America, the State, or any political subdivision of either thereof, any change in the SCCDC's or the City's legal organization or status, and to the fullest extent permitted by applicable law the Developers hereby waive the provisions of any statute or other law now or hereafter in effect contrary to any of their obligations, covenants or agreements under this Amended Agreement or which

releases or purports to release the Developers therefrom. Nothing in this Amended Agreement shall be construed as a waiver by the Developers of any rights or claims the Developers may have against the City under this Amended Agreement or otherwise, but any recovery upon those rights and claims shall be had from the City separately, it being the intent of this Amended Agreement that the Developers shall be unconditionally and absolutely obligated to perform fully all of their obligations, agreements and covenants under this Amended Agreement (including the obligation to pay Rent). The covenants on the part of the Developers contained in this Section 12.4 shall be binding upon any permitted assignee of the Developers.

Section 12.5. Additional Payments; City's Right to Cure. Each payment which is required in this Amended Agreement to be paid by the Developers to the SCCDC, to the City or to third parties shall be deemed to be and shall become an additional payment hereunder, whether or not it shall be so designated, and shall be subject to the same conditions and remedies as exist for Rent. In the event the Developers fail or refuse to pay when due any part or all of any additional payments, refuse or neglect to pay any other amounts or do any of the things specified to be done by the Developers under the terms of this Amended Agreement, then the City may, at the City's option, make any payment or do or cause to be done those things at the Developers' expense. All money advanced or expended in connection with the aforesaid matters, including attorneys' fees and incidental costs shall be added to the Rents accruing under the Baseball Lease, and all money advanced or expended shall draw interest at the Late Payment Rate until the City shall be fully reimbursed.

Section 12.6. Prepayment of Rent and Baseball Bonds. The Developers may, at any time, prepay all or any part of the Rent provided for hereunder. In addition, the Developers may at any time request the SCCDC to prepay the Baseball Bonds according to their terms from funds provided by the Developers for that purpose and in the event the Baseball Bonds are paid in full, the Rent hereunder shall be adjusted accordingly. In the event the Baseball Bonds are redeemed pursuant to the Indenture, the Developers shall prepay all Rent required to amortize the Baseball Bonds under Section 12.5 hereof.

Section 12.7. Delivery and Acceptance of the Baseball Land and Warranties. The City shall deliver possession of the Baseball Land to be leased hereunder to the Developers and the Developers shall accept possession of the Baseball Land on the Effective Date. The City represents, warrants, agrees and acknowledges that on the Effective Date it will have either a fee or leasehold estate in the Baseball Land and it will have full legal right, power and authority to lease and otherwise deal with the Baseball Land as provided for herein. The Baseball Land shall be delivered by the City to the Developers in the condition provided for in Section 5.1 *et seq.* above.

Section 12.8. Leasehold Title Insurance Policy.

(a) The City shall, within 30 days from the Effective Date, deliver to the Developers a commitment for a leasehold title insurance policy issued by a title insurance company selected by the City in the amount equal to the value of the Baseball Land insuring the Developers' leasehold interest in the Baseball Land. The Developers shall have 20 days after delivery of the title commitment to notify the City of their objections to the title commitment. The City shall have 30 days after receipt of the objections to cure them, or if they cannot be cured within the 30 day period, to commence cure and proceed diligently thereafter until the objections are cured. If the City is unable or unwilling to cure any of the objections, then the Developers may, at their option, terminate this Amended Agreement. The cost of the leasehold title insurance policy shall be paid by the Developers and may be funded from the proceeds of the Baseball Bonds.

(b) The City and the Developers agree to deliver to the Trustee within 90 days of the occupancy date of the Baseball Land a mortgagee's policy of title insurance in an amount equal to the principal amount

of the Baseball Bonds endorsed to the Effective Date insuring the Trustee's lien on the Developers' leasehold estate in the Baseball Land. The cost of the mortgagee's policy of title insurance shall be paid by the Developers and may be funded from the proceeds of the Baseball Bonds.

Section 12.9. Baseball Stadium and Management. The Developers will negotiate and enter into the Baseball Lease with the City for a term equal to the term of the Baseball Bonds. The Developers, under the Baseball Lease, will receive all revenues from the operation of the Baseball Stadium including, but not limited to: (a) the right to license all events at the Baseball Stadium; (b) the right to make, or license to others, all concessions sales and novelty sales; (c) the right to sell or license all advertising and broadcasting rights to events at the Baseball Stadium; (d) the right to sell, or license to others, tickets to the Baseball Stadium; (e) the right to sell or license the naming rights to the Baseball Stadium subject to approval of the City; and (f) the right to promote events at the Baseball Stadium.

Section 12.10. Exposition Center and Management. The Developers will negotiate and enter into the Exposition Center Operating Agreement to manage and operate the Exposition Center. The Developers under the Exposition Center Operating Agreement will pay to the City all revenues received from the operation of the Exposition Center including, but not limited to, (a) fees from all events at the Exposition Center; (b) fees from all concession sales and novelty sales; (c) fees from all advertising and broadcasting rights to events at the Exposition Center; (d) revenue from tickets sold to the Exposition Center; (e) fees from events at the Exposition Center and (f) will be paid a fixed fee for their services as managers.

Section 12.11. Maintenance, Repairs and Replacement. The Developers, in the Baseball Lease, will covenant and agree to keep and maintain the Baseball Stadium and all improvements thereon in first class repair, ordinary wear and tear excepted, and in a clean, safe and sanitary condition, and agree to make any necessary repairs, interior, exterior and structural, to the Baseball Stadium and all improvements during the term of the Baseball Lease. The Developers shall pay and hold the City free and harmless from bills of assessments for light, heat, water, gas, sewer rentals or charges, and any other expenses arising out of or incidental to the occupancy of the Baseball Stadium. The Developers agree to repair and restore all improvements on the Baseball Stadium following any damage or loss or destruction of the Baseball Stadium or any part thereof from any cause whatsoever, at the Developers' expense, and without cost to the City.

The Developers grant to the City the right to enter upon the Baseball Stadium, upon reasonable notice and during operational hours, to inspect the same and for purposes pertaining to the rights of the City. Any inspection shall not unreasonably interfere with the operation of the Developers' business.

Section 12.12. Indemnification; Liability Insurance. The Developers shall, and covenant and agree to, indemnify, protect, defend and save the City and the SCCDC, their employees, agents, invitees, guests and clientele harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Baseball Stadium during the term of this Amended Agreement, except damage or injuries resulting from the negligence of the City or the SCCDC. The Developers shall defend the City and the SCCDC, their employees, agents, invitees, guests and clientele in any action or proceeding brought thereon. The Developers further covenant and agree to maintain (or cause to be maintained), at all times during the life of this Amended Agreement, general accident public liability insurance in the amount of not less than $1,000,000 for personal injuries (including death) to any one person and not less than $2,000,000 for personal injuries (including death) in any one accident, and not less than $500,000 for property damage, which insurance shall name the City and the SCCDC as additional insureds. The insurance shall contain a provision that it may not be canceled by the insurance company

without at least 30 days advance written notice to the City, the SCCDC, the Trustee and the Developers. The policies, or copies or certificates thereof, shall be furnished to the City, the SCCDC and the Trustee.

The Developers agree to provide business and rental interruption insurance in an amount sufficient to fund 12 months payment of Rent. The City, the SCCDC and the Trustee shall be named as additional insureds under those policies. The City shall indemnify and hold the Developers, the Trustee, their officers and agents, harmless against and from any and all claims, demands, liabilities, costs, fees (including attorneys' fees) arising from damage or injury occurring in, on or about the Baseball Stadium from the date of this Amended Agreement until the Developers occupy the Baseball Stadium.

Section 12.13. Construction Insurance. At all times during the construction of the Baseball Stadium (the "**Construction Period**"), there shall be maintained in full force and effect (either by the Developers or their contractors) the following policies of insurance:

(a) General Accident and Public Liability Insurance, including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any motor vehicles (under which the City, the Trustee and the Developers shall be named as insureds) with single limits coverage of not less than $20,000,000;

(b) Worker's Compensation Insurance as required by law; and

(c) Builder's Risk - Completed Value Form Insurance insuring the Baseball Stadium against fire, lightning, and all other risks covered by the extended coverage endorsement then in use in the State, to the full insurable value. Certificates of Insurance evidencing the foregoing coverage shall be delivered to the City and the Trustee prior to the commencement of the Construction Period.

Section 12.14. Casualty Insurance. The Developers covenant that they will, during the continuance of the term of the Baseball Lease, keep or cause to be kept the Baseball Stadium insured in a responsible and reputable insurance company or companies against loss or damage by fire and those other hazards as are currently embraced in the standard extended coverage endorsement in the State, and in an amount equal to the full insurable value of the Baseball Stadium, or the full replacement value thereof, whichever the Developers shall elect, but in any event in an amount sufficient to prevent the City, the SCCDC, the Trustee and the Developers from becoming co-insurers. The insurance policies shall contain the standard endorsements.

All insurance policies carried or caused to be carried by the Developers shall be issued in the name of the Developers (and any subtenant(s) it designates), the City, the SCCDC, and the Trustee, as their respective interests may appear, and shall contain a provision that the insurance may not be canceled by the insurance company without at least 30 days written notice to the City, the SCCDC, the Trustee and the Developers. The Developers shall have the right to make all adjustments of loss, and execute all proofs of loss in their name or in the City's name, or both. Any excess of insurance proceeds over the cost of repairing or rebuilding the damaged property shall be paid to the Trustee for application as provided in the Indenture.

In the event that the insurance proceeds received are insufficient to restore, repair or rebuild the Baseball Stadium, and the Baseball Bonds have been redeemed or paid in full, the Developers shall not be responsible for any balance of the amount necessary to restore the Baseball Stadium to its former state.

Section 12.15. Security. The Developers shall, at all times during the term hereof, provide, on a 24 hour-a-day basis, security protection for the Baseball Stadium in a manner as is reasonably required by

the City for their protection, and of the person or property of the Developers, their agents, licensees, concessionaires, sublessees or invitees of any of them.

Section 12.16. Operating Expenses. The Developers shall pay, at their expense, all costs and expenses of every type necessary or desirable for the operation of the Baseball Stadium.

Section 12.17. Utilities. All utilities and utility services used by the Developers, their licensees, concessionaires or sublessees, in, on or about the Baseball Stadium during the term of the Baseball Lease, shall be paid for by the Developers and shall be contracted for by the Developers in the Developers' own name and the Developers shall, at their sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 12.18. Additional Terms. The Baseball Lease shall contain additional terms and conditions with respect to the construction and operations of the Baseball Stadium, including the types, frequency and scheduling of events to be booked, the charges to be imposed by the Developers and the coordination of events among the venues and other facilities located within Jordan Valley Park and availability of parking facilities for those events.

Section 12.19. Option to Purchase. Upon the payment in full of the Baseball Bonds, the Developers shall have the option to acquire from the City the Acquired Baseball Land and the Baseball Stadium for $1.00. If the Developers elect not to acquire the Acquired Baseball Land, the City may retain ownership of the Acquired Baseball Land by paying to the Developers a sum of money equal to the costs of purchasing the Acquired Baseball Land plus interest accrued thereon to the date of payment at the coupon rate paid on the Baseball Bonds. Upon the exercise by the Developers of the option to purchase, the City shall provide the Developers with a 50 year lease on the Owned Baseball Land and if the Acquired Baseball Land is still owned by the City a 50 year lease on the Acquired Baseball Land.

ARTICLE XIII
LIMITATIONS ON RIGHTS OF DEVELOPERS

Section 13.1. Use of the Baseball Stadium. Subject to the provisions of Section 16.2 hereof, the Developers shall have the right to use the Baseball Stadium for its intended purposes and other purposes related thereto allowed by law and contemplated by this Amended Agreement and the Baseball Lease. The Developers shall have the right to sell alcoholic beverages at the Baseball Stadium upon being granted a license therefor by the City and the State. The Developers shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities (including the provisions of the Occupational Safety and Health Act), now or hereafter applicable to the Baseball Stadium or to any adjoining public ways, as to the manner of use or the condition of the Baseball Stadium or of adjoining public ways. The Developers shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of Article XII. The Developers shall pay all costs, expenses, claims, fines, penalties and damages that may, in any manner, arise out of, or be imposed as a result of, the failure of the Developers to comply with the provisions of this Article.

Section 13.2. Cross Easements for Ingress and Egress. The parties shall cooperate in providing a connection between the Arena, if developed, the Parking Garage and the Exposition Center.

Section 13.3. Assignment. Except for the transfers permitted under the assignment of rents and leases to be entered into in connection with the issuance of the Baseball Bonds, and transfers to permitted assignees (hereby defined as persons in possession under the license agreements and their successors and assigns), the Developers will not assign, mortgage, pledge, sell or in any other manner transfer, convey or dispose of this Amended Agreement or the Baseball Lease or any interest therein or part thereof, whether voluntarily, involuntarily (other than by foreclosure or proceedings in lieu thereof), or by operation of law, without the prior written consent thereto of the City and the SCCDC provided the proposed assignee has the capability, expertise and experience for the first class management of a baseball stadium of similar size and provided further that the City agrees that it will not unreasonably withhold its consent to an assignment by the Developers of all of their rights and obligations hereunder or under the Baseball Lease and that if the Developers desire to make an assignment, sell or in any other manner transfer, convey or dispose of its interest in the Baseball Stadium to another person or entity, whether voluntary or involuntary (other than through foreclosure proceedings or transfers in lieu thereof), the City shall have the right to withhold consent to that conveyance or disposition unless the City and the assignee, donee or transferee are able to negotiate satisfactory terms for use and operation of the Baseball Stadium.

Any assignment, mortgage, pledge, sale, other transfer, conveyance or disposition or sublease by a permitted assignee shall release or discharge the permitted assignee from any duty or obligation under this Amended Agreement, but no assignment, mortgage, pledge, sale, other transfer, conveyance or disposition or sublease shall release or discharge the Developers from their duties and obligations under this Amended Agreement unless the nature and extent of the release is specifically agreed to by the City and the SCCDC in writing. Any consent by the City and the SCCDC to any of the aforesaid acts shall be held to apply only to the specific transaction thereby authorized. The consent shall not be construed as a waiver or release of the duty of the Developers, or the successors or assigns of the Developers, to obtain from the City and the SCCDC consent to any other acts; nor shall any consent be obligations under this Amended Agreement, except to the extent specifically provided for therein.

Any assignment from the Developers must retain for the Developers those rights and interest as will permit them to perform their obligations under this Amended Agreement and any assignee from the Developers shall assume in writing the obligations of the Developers hereunder to the extent of the interest assigned.

The Developers shall, within 30 days after execution thereof, furnish or cause to be furnished to the City and the SCCDC a true and complete copy of any assignment together with the instrument of assumption.

Section 13.4. Termination and Buy-Out Transfer.

(a) If the Developers propose to transfer their interests hereunder and under the Baseball Lease to a professional sports team, the City shall have an irrevocable option for 90 days, after the notice to the City of the intention to transfer, to acquire the interest of the Developers in the Acquired Baseball Land at a purchase price equal to the amount paid by the Developers for the acquisition of the Acquired Baseball Land. Upon exercising such option to purchase, the City agrees to grant a 50 year leasehold estate to the Acquired Baseball Land to the professional sports team together with a 50 year lease of the Owned Baseball Land. If the City does not exercise this option, the Developers can complete the sale as described in the notice.

(b) If the Developers propose to transfer their interests hereunder and under a license, sublease or similar agreement with a minor league baseball franchise to one or more bona fide and financially responsible transferees, other than a professional sports team, the City shall have an irrevocable option to purchase the Baseball Stadium and the Acquired Baseball Land within 90 days after receipt by the City of

written notice from the Developers describing the proposed transfer. The purchase price for the option shall be in an amount equal to the amount proposed to be paid by the proposed transferee. Upon the exercise of such option by the City, the Baseball Lease, the Developers' obligation to pay Rent and the unconditional guaranty of the Baseball Bonds shall terminate. If the City does not exercise this option, the Developers can complete the sale as described in the notice.

Section 13.5. Subletting. The Developers may without the City's consent sublease a portion of the Baseball Stadium to subtenants under subleases whose terms, including options to renew, do not exceed one year as to each sublease. No subletting shall to any extent or degree relieve the Developers of their obligations hereunder.

Section 13.6. Attornment. Notwithstanding anything set out in this Amended Agreement to the contrary, it is agreed that in the event of (i) the termination of the Developers' leasehold estate under the Baseball Lease for any reason or (ii) the eviction of the Developers by the City or (iii) the repossession of the Baseball Land by the City, then all subleases executed by the Developers affecting the Baseball Land or the improvements thereon shall continue in full force and effect, and any sublessee of the Developers shall be entitled to continue uninterrupted and undisturbed possession under and in accordance with the sublease so long as the sublessee is not in default beyond any applicable cure or grace periods provided in the Baseball Lease.

ARTICLE XIV
TAKING AND DAMAGE

Section 14.1. Partial Taking. In the event of a partial taking of the Baseball Land and this Amended Agreement, the Baseball Lease is not terminated, then this Amended Agreement and the Baseball Lease shall continue in full force, except that the Rent herein reserved to the City after the taking shall be abated equitably under Section 12.4, based upon the diminution in value of the remaining premises to the Developers. No diminution in Rent under Section 12.3 is allowed.

Section 14.2. Temporary Taking. If by reason of a taking the Developers shall be temporarily deprived in whole or in part of the use of any portion of the Baseball Stadium, the entire award made as compensation therefor shall belong to the Developers, and there shall be no abatement of Rent payable hereunder.

Section 14.3. Award. Any and all awards paid or money received on account of the taking or damage to the City's fee interest and to the Developers' leasehold estate, including without limitation severance or other damage to the portion not taken, shall be apportioned between the City and the Developers as follows: The awards made for, or the portion of the award equitably attributable to, the taking of any improvements shall belong to the Developers but subject to the rights of the Trustee, and any award or so much of any award as is granted as compensation for the taking of the Baseball Land shall be divided between the City and the Developers in accordance with the value of their respective interests therein. In any proceeding whereby all or part of the Baseball Stadium is taken, each party shall have the right to make claim against the condemning authority for the amount of the actual provable damage done to each of them by the proceeding as set forth in the preceding sentence. If the condemning authority shall refuse to permit separate claims to be made, then and in that event the Developers shall prosecute with counsel reasonably satisfactory to the City the claims of both the City and the Developers, and the proceeds of the award, after deducting all reasonable legal fees and other expenses incurred in connection with prosecuting the claims, shall be paid over to the City by the Developers for apportionment thereof, as hereinabove provided.

Section 14.4. Damage by Casualty.

(a) If the Baseball Stadium shall be damaged or destroyed by fire or other casualty, then this Amended Agreement shall continue in effect and the Rent shall not abate.

(b) Notwithstanding the foregoing, in the event the Baseball Stadium is damaged or destroyed by fire or other casualty and the amount of the damage shall be 10% of the replacement cost or greater and the casualty proceeds payable with respect to the casualty loss are less than 90% of the replacement cost, even though the Developers have complied with all of their obligations to provide casualty insurance hereunder, the Developers (but not the City) shall have the right to terminate this Amended Agreement within 90 days after the date on which the Developers is advised by their insurance carrier(s) that the casualty loss proceeds payable with respect to the casualty loss are less than 90% of the replacement cost of the Baseball Stadium (but in no event later than 180 days after the casualty loss) upon the Developers' notice to the City of the Developers' exercise of the right.

(c) If all or any portion of the Baseball Stadium shall be damaged or destroyed by fire or other casualty and this Amended Agreement is not terminated by the Developers in the manner hereinabove provided, the Developers shall forthwith restore, rebuild, repair and replace the damaged or destroyed property to a condition comparable to the property's condition prior to the damage or destruction and the Developers shall be entitled to all proceeds of any casualty insurance and all other amounts payable with respect to the damage or destruction to satisfy the Developers' obligation under this Section. In the event that the proceeds are insufficient to restore, rebuild, repair and replace the damaged or destroyed property, the unreimbursed cost of the restoration, rebuilding, repairing and replacement shall be borne by the Developers.

ARTICLE XV
DEFAULT

Section 15.1. Default Provisions. The following shall be "Events of Default" under this Amended Agreement:

(a) The Developers fail to pay Rent when due before the Baseball Bonds have been paid.

(b) The Developers fail substantially to keep or perform any other material covenant or obligation herein contained on the Developers' part to be kept or performed and the Developers fail to remedy it within 30 days after the City or the Trustee has given the Developers written notice specifying the default (or within any additional period, if any, as may be reasonably required to cure the default if it is of a nature that cannot be cured within the 30 day period).

(c) The Developers shall file a voluntary petition under any federal or state bankruptcy law, or an involuntary petition under any law is filed against the Developers and the Developers, after full hearing, are adjudged to be bankrupt, insolvent or unable to pay their debts as they mature; or the Developers make an assignment for the benefit of their creditors; or a trustee or receiver, after full hearing, is appointed or retained to take charge of and manage a substantial part of the assets of the Developers; or any execution or attachment shall issue against the Developers whereupon the Baseball Stadium, or any part thereof, or any interest therein of the Developers under this Amended Agreement shall be taken or attempted to be taken and it is not released prior to the judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Amended Agreement).

(d) Abandonment of the Baseball Stadium by the Developers.

(e) An event of default under the Baseball Lease.

Section 15.2. Remedies. Whenever any event of default shall have occurred and be continuing, the City may, to the extent permitted by law:

(1) In the case of Section 15.1(c), declare, by written notice to the Developers, all Rent to be immediately due and payable and it shall be immediately due and payable.

(2) Give the Developers written notice of intention to terminate this Amended Agreement on a date specified therein, which date shall not be earlier than 30 days after the notice is given, and, if all defaults have not then been cured, on the date specified, the Developers' rights to possession of the Baseball Stadium shall cease and this Amended Agreement shall thereupon be terminated, and the City may re-enter and take possession of the Baseball Stadium as of the City's former estate. Upon termination of the Baseball Lease, all of the Developers' obligations hereunder shall cease, except for payment of Rent as provided in (1) above.

(3) Bring legal action to recover all Rent and other amounts then accrued or thereafter accruing to the City from the Developers pursuant to this Amended Agreement and the Baseball Lease.

(4) Pursue any other remedy which it may have at law or in equity. The City may seize all plans and specifications, architect or construction contracts and purchase orders and shall automatically, without further action, upon the occurrence of any event of default, succeed to the Developers' rights thereunder.

Section 15.3. General.

(a) Except as otherwise provided in this Amended Agreement, in the event of any default in or breach of this Amended Agreement or any terms or conditions by either party or any successor, that party (or successor), on written notice from the other, shall proceed immediately to cure or remedy the default or breach, and, in any event, shall remedy the breach within 30 days after receipt of the notice. In case that action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute any proceedings as may be necessary or desirable in their opinion to cure and remedy the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of their obligations.

(b) In the event that subsequent to the leasing of the Exposition Center and the Parking Land to the SCCDC and prior to the completion of the construction of the Baseball Stadium:

(i) The Developers (or any successor in interest) shall default with respect to the construction of the Baseball Stadium (including the nature and the dates for beginning and completion of the Baseball Stadium) or shall abandon or substantially suspend construction work and that default, violation, abandonment or suspension shall not be cured or ended within 30 days after written demand by the City, or

(ii) The Developers (or any successor in interest) shall place on the Baseball Land any encumbrance or lien not authorized by this Amended Agreement or permit any materialmens or mechanics' lien to attach, and the attachments shall not be paid or encumbrance or lien removed or discharged or provisions made satisfactory to the City made for that payment, removal or discharge, within 30 days after written demand by the City;

then in either event, the City shall have the right to terminate this Amended Agreement and the Baseball Lease.

Section 15.4. Notices. All notices required or desired to be given hereunder shall be in writing and all notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon the City, if delivered to the City Manager in person or if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to the City at 840 Boonville, Springfield, Missouri 65802, or at any other place as the City from time to time may designate by written notice to the Developers, (b) upon the Developers, if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to the Developers at 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806, or at any other place as the Developers from time to time may designate by written notice to the City, and (c) upon the Trustee, if a copy thereof be mailed by certified or registered mail, postage prepaid, addressed to the Trustee at 1000 Walnut, 6th Floor, P.O. Box 419248, Kansas City, Missouri 64141-6248, Attn: Corporate Trust Department, or at any other place as the Trustee from time to time may designate by written notice to the City and the Developers. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are mailed.

Section 15.5. Rights and Remedies. The rights and remedies reserved by the City and the Developers hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Developers shall each be entitled to specific performance, and injunctive or other equitable relief, for any material breach or threatened material breach of any of the provisions of this Amended Agreement, notwithstanding any availability of an adequate remedy at law, and each party hereby waives the right to raise that defense in any proceeding in equity.

Section 15.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any default or defaults which were in existence at the time the payment or payments or performance were accepted by it.

Section 15.7. City Shall Not Unreasonably Withhold Consents and Approvals. Subject to the provisions of Section 13.3 hereof, wherever in this Amended Agreement it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give those approvals or consents or refuse to execute those supplemental agreements, exhibits or schedules.

Section 15.8. Estoppel Certificates. The City and the Developers each agree at any time and from time to time upon not less than 20 days' prior notice by the other party to execute, acknowledge and deliver to that party a statement in writing certifying (i) that this Amended Agreement is unmodified and in full force and effect (or if there have been modifications, that they are in full force and effect as modified and stating the modifications); (ii) the dates to which the Rent and other charges have been paid; and (iii) stating whether or not to the best knowledge of the party signing the certificate any other party to this Amended Agreement is in default in performance of any covenant, agreement or condition contained in this Amended Agreement, and, if so, specifying each default of which the party signing the certificate may have knowledge. It is intended that any statement delivered pursuant to this Section may be relied upon by any prospective assignee or subtenant of the whole or any portion of the Baseball Stadium or by any mortgagee.

ARTICLE XVI
MISCELLANEOUS

Section 16.1. Quiet Enjoyment and Possession. The City covenants that so long as the Developers shall not be in material default under the Baseball Lease or this Amended Agreement, the Developers shall and may peaceably and quietly have, hold and enjoy the Baseball Stadium and that the City will defend the Developers' enjoyment and possession thereof against all parties.

Section 16.2. Uses, Restrictions and Controls. The Developers, for themselves and their successors and assigns of the Baseball Stadium or any part thereof, covenant as follows, and agree that these covenants are and shall be covenants running with the Baseball Land:

(a) that the Baseball Stadium shall be devoted to, and only to, the uses specified in this Amended Agreement for the entire duration thereof and any renewal period(s) applicable thereto; and

(b) that they will not discriminate upon the basis of race, creed, color, religion, handicap, political opinion or affiliation, sex or national origin in the sale, lease or rental or in the use or occupancy of the Baseball Stadium or any part thereof which covenant and agreement shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the SCCDC and any successor in interest to the Baseball Stadium or any part thereof, against the Developers, their successors and assigns and every successor in interest to the Baseball Stadium, or any part thereof or any interest therein and any party in possession or occupancy of the Baseball Stadium or any part thereof.

Section 16.3. Signs. The Developers shall, with the prior approval of the City, have the right at their expense (i) to place those exterior signs, decorations and other fixtures on the Baseball Stadium as they deem necessary and proper in the conduct of their business, but which shall conform to the elements in Jordan Valley Park and conform to the City Code and (ii) to install and maintain landscaping upon the Baseball Stadium.

Section 16.4. Obligations Effective Upon Issuance, Sale and Delivery of the Baseball Bonds. The several obligations of the Developers hereunder shall become absolute and unconditional upon the issuance, sale and delivery of the Baseball Bonds and the proceeds thereof delivered to the Trustee.

Section 16.5. Non-Recourse to City. No recourse shall be had to the general funds or credit of the City for the payment of any amount due the Developers hereunder, for any loss and expense of any nature arising from the performance or non-performance of the City's obligation hereunder.

Section 16.6. Forum for Dispute Resolution. It is the express intention of the parties that all legal actions and proceedings related to this Amended Agreement or to the Baseball Stadium or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the courts of the State. Should any part of this Amended Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri and the Developers waive all rights inconsistent therewith.

Section 16.7. Waiver of Trial by Jury. THE DEVELOPERS AND THE CITY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDED AGREEMENT, ANY SUPPLEMENT, ANY OTHER

FINANCING DOCUMENT, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AMENDED AGREEMENT AND THE LESSOR/LESSEE RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AMENDED AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE CITY AND THE DEVELOPERS ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A LESSOR/LESSEE RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AMENDED AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR FUTURE DEALINGS. THE CITY AND THE DEVELOPERS FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THEIR WAIVER WITH THEIR LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE FINANCING DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE BASEBALL LEASE OR DEVELOPMENT OF THE BASEBALL STADIUM. IN THE EVENT OF LITIGATION, THIS AMENDED AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 16.8. Amendments. This Amended Agreement may be amended, changed or modified only by an agreement in writing executed by the City and the Developers with the consent and under the terms as provided in the Indenture. No amendment to this Amended Agreement which constitutes a change in the final plans and specifications relating to the Baseball Stadium as defined in this Amended Agreement or the Parking Plan shall be made unless the change is submitted to and approved by the City Council of the City.

Section 16.9. Construction and Enforcement. This Amended Agreement shall be construed and enforced in accordance with the laws of the State. Wherever in this Amended Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each provision shall, even though not so expressed, be construed as an express covenant to make the payment or to perform, or not to perform, as the case may be, the act or obligation.

Section 16.10. Invalidity of Provisions of this Amended Agreement. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 16.11. Covenants Run With the Baseball Land, the Parking Land, the Baseball Stadium, the Exposition Center and the Trade Center. The covenants, agreements and conditions herein contained shall run with the Baseball Land, the Parking Land, the Baseball Stadium, the Exposition Center and the Trade Center and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.12. Section Headings. The section headings shall not be treated as a part of this Amended Agreement or as affecting the meaning of the provisions hereof.

Section 16.13. Execution in Counterparts. This Amended Agreement may be executed, upon the City and/or the Developers being selected as a Developer for the Baseball Stadium, the Parking Improvements, the Arena, if developed, the renovation of the Trade Center or the Exposition Center in

accordance with the procedures established by the City pursuant to Section 99.820 RSMo., simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 16.14. Entire Agreement. This Amended Agreement represents the entire agreement of the parties with respect to the matters set out herein and shall not be amended except by a written agreement signed by all of the parties hereto. All exhibits attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

[SEAL]

ATTEST:

By: _____
Printed Name: Brenda M. Cirtin
Title: City Clerk

CITY OF SPRINGFIELD, MISSOURI

By: _____
Printed Name: Thomas W. Finnie
Title: City Manager

ACKNOWLEDGMENT

On this 2nd day of October, 2002, before me personally appeared Thomas W. Finnie and Brenda M. Cirtin, to me known to be the same persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. Said did upon their oath state that they are the City Manager and the City Clerk of the City of Springfield, Missouri and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City and said persons acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in Springfield, Missouri the day and year first above written.

_____
Notary Public

My Commission Expires: 10-31-05

GERALDINE L. SPORCIC
Notary Public - State of Missouri
Greene County
My Commission Expires: October 31, 2005

Approved as to form: _____, City Attorney

REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED

By: _____
Printed Name: JOHN Q. HAMMONS
Title: Trustee

ACKNOWLEDGMENT

On this 30th day of September, 2002, before me personally appeared John Q. Hammons to me known to be the same person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. Said John Q. Hammons did upon his oath state that he is the Trustee of the Revocable Agreement of John Q. Hammons, Dated December 28, 1989, as amended and restated; that he executed the foregoing instrument and he acknowledged that he signed and delivered the same as the free act and deed of said John Q. Hammons Revocable Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in Springfield, Missouri the day and year first above written.

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 21, 2003

Notary Public
KATHY H. RUTLEDGE

My Commission Expires: 3/21/03

52

JOHN Q. HAMMONS AND JUANITA K. HAMMONS, husband and wife

Printed Name: JOHN Q. HAMMONS

Printed Name: JUANITA K. HAMMONS

ACKNOWLEDGMENT

On this 30th day of September, 2002, before me personally appeared John Q. Hammons and Juanita K. Hammons to me known to be the same persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. Said John Q. Hammons and Juanita K. Hammons did upon their oath state that they are husband wife; that they executed the foregoing instrument and they acknowledged that they signed and delivered the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in Springfield, Missouri the day and year first above written.

KATHY H. RUTLEDGE
Greene County
My Commission Expires
March 24, 2003

Notary Public

KATHY H. RUTLEDGE

My Commission Expires: 3/24/03

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LIST OF EXHIBITS

Baseball Land ..... Exhibit A

Trade Center Land ..... Exhibit B

Exposition Center Land ..... Exhibit C

Arena Site ..... Exhibit D

Location of Surface Parking, Baseball Surface Parking, ... Exhibit E
Recreational Ice Surface Parking and Parking Garage

Master Plan ..... Exhibit F

Minor League Facility Standards ..... Exhibit G

Tax Covenants ..... Exhibit H

EXHIBIT A

Baseball Stadium Legal Description

ALL OF LOTS 36-57 OF PLOT 5 OF MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 36 OF PLOT 5 OF MARBLEHEAD ADDITION SAID POINT LYING ON THE NORTH RIGHT-OF-WAY OF TRAFFICWAY; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89°10'02" WEST, 870.48 FEET; THENCE NORTH 43°35'02" WEST, 14.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF SHERMAN AVENUE; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°59'58" EAST, 255.28 FEET, TO THE NORTHWEST CORNER OF LOT 56; THENCE CONTINUING NORTH 1°59'58" EAST, 254.50 FEET; THENCE NORTH 71°49'33" EAST, 308.96 FEET, TO THE NORTH LINE OF LOT 51; THENCE ALONG SAID NORTH LINE, SOUTH 88°55'49" EAST, 590.00 FEET, TO THE NORTHEAST CORNER OF LOT 37; THENCE ALONG THE EAST LINE OF LOT 37, SOUTH 2°09'18" WEST, 352.35 FEET, TO THE NORTHEAST CORNER OF LOT 36; THENCE ALONG THE EAST LINE OF LOT 36, SOUTH 1°42'44" EAST, 265.63 FEET, TO THE POINT OF BEGINNING, ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND CONTAINING 12.174 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983 CENTRAL ZONE. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND COVENANTS OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. WB 105-656.

EXHIBIT B

Trade Center Legal Description

A Portion Of:
BEGINNING AT THE NORTH LINE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AT A POINT 10 FEET WEST OF THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 1, W.C. PRICE'S ADDITION; THENCE IN A NORTHERLY DIRECTION AND PARALLEL WITH THE WEST LINE OF LOTS 2 AND 3 IN BLOCK 1 OF SAID ADDITION 398.6 FEET MORE OR LESS, TO THE SOUTH LINE OF EAST TRAFFICWAY, FORMERLY OLIVE STREET, AS THE SAME IS NOW LOCATED; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID EAST TRAFFICWAY, 526.79 FEET, MORE OR LESS, TO AN IRON PIN, THE SAME BEING THE NORTHEAST CORNER OF THE REAL ESTATE CONVEYED BY ZELMA CRUNKLETON AND W.O. CRUNKLETON, HER HUSBAND, TO SEARS, ROEBUCK AND CO., BY DEED DATED FEBRUARY 14, 1951, RECORDED IN BOOK 900, PAGE 489; THENCE SOUTH 400.5 FEET, MORE OR LESS TO THE NORTH LINE OF ST. LOUIS STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE REAL ESTATE CONVEYED BY THE DEED ABOVE MENTIONED; THENCE WEST ALONG THE NORTH LINE OF ST. LOUIS STREET 524 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS A RECTANGULAR SHAPED TRACT ALL LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; BEGINNING AT A POINT LYING ON THE NORTH RIGHT OF WAY OF ST. LOUIS STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT AND LYING SOUTH 68°34'54" EAST, 2538.74 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE NORTH 1°39'02" EAST, 398.60 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY SOUTH 88°58'58" EAST, 526.69 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 2°02'02" WEST, 400.48 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 89°02'28" WEST, 354.00 FEET; THENCE NORTH 88°14'28" WEST, 170.00 FEET, TO THE POINT OF BEGINNING.

The legal description for the Trade Center includes land on which a portion of the Sears Parking Deck structure is built. Without a survey, a deed for the structure is not available.

EXHIBIT C

Exposition Center Legal Description

BEGINNING AT THE NORTH LINE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AT A POINT 10 FEET WEST OF THE SOUTHWEST CORNER OF LOT 2, IN BLOCK 1, W.C. PRICE'S ADDITION; THENCE IN A NORTHERLY DIRECTION AND PARALLEL WITH THE WEST LINE OF LOTS 2 AND 3 IN BLOCK 1 OF SAID ADDITION 398.6 FEET MORE OR LESS, TO THE SOUTH LINE OF EAST TRAFFICWAY, FORMERLY OLIVE STREET, AS THE SAME IS NOW LOCATED; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID EAST TRAFFICWAY, 526.79 FEET, MORE OR LESS, TO AN IRON PIN, THE SAME BEING THE NORTHEAST CORNER OF THE REAL ESTATE CONVEYED BY ZELMA CRUNKLETON AND W.O. CRUNKLETON, HER HUSBAND, TO SEARS, ROEBUCK AND CO., BY DEED DATED FEBRUARY 14, 1951, RECORDED IN BOOK 900, PAGE 489; THENCE SOUTH 400.5 FEET, MORE OR LESS TO THE NORTH LINE OF ST. LOUIS STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE REAL ESTATE CONVEYED BY THE DEED ABOVE MENTIONED; THENCE WEST ALONG THE NORTH LINE OF ST. LOUIS STREET 524 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS A RECTANGULAR SHAPED TRACT ALL LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; BEGINNING AT A POINT LYING ON THE NORTH RIGHT OF WAY OF ST. LOUIS STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT AND LYING SOUTH 68°34'54" EAST, 2538.74 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE NORTH 1°39'02" EAST, 398.60 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY SOUTH 88°58'58" EAST, 526.69 FEET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 2°02'02" WEST, 400.48 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 89°02'28" WEST, 354.00 FEET; THENCE NORTH 88°14'28" WEST, 170.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT D

Arena Site Legal Description
To be more specifically described by Survey

(Thompsons)

TRACT A:
PARCEL 1: COMMENCING ON THE NORTHSIDE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, MISSOURI, AT THE SOUTHWEST CORNER OF THE LOT FORMERLY OWNED BY S.H. JOPES, THENCE NORTH 425 FEET, MORE OR LESS, TO McELHANEY AVENUE, THENCE WEST ALONG THE SOUTH SIDE OF SAID McELHANEY AVENUE 80 FEET AND 6 INCHES, THENCE SOUTH 425 FEET, MORE OR LESS TO ST. LOUIS STREET, THENCE EAST ALONG THE NORTH LINE OF ST. LOUIS STREET 80 FEET AND 6 INCHES TO THE PLACE OF BEGINNING, WHICH MAY INCLUDE LAND IMMEDIATELY ADJACENT THERETO, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN FOR STREET PURPOSES.

PARCEL 2: ALSO BEGINNING AT AN EXISTING MARKER ON THE SOUTH LINE OF OLIVE STREET, AS NOW ESTABLISHED, WHICH POINT IS 264.5 FEET EAST AND 28 POLES, 15 LINKS SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 29, RANGE 22, THENCE EAST ALONG THE SOUTH SIDE OF OLIVE STREET 164.5 FEET TO A MARKER, THENCE SOUTH 431.1 FEET, MORE OR LESS, TO THE NORTH LINE OF ST. LOUIS STREET AT A MARKER, THENCE WEST ALONG THE NORTH LINE OF ST. LOUIS STREET 160 FEET, THENCE NORTHERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, ON THE SOUTH LINE OF OLIVE STREET, NOW TRAFFICWAY, EXCEPT ALL THAT PART DEEDED FOR TRAFFICWAY IN BOOK 907, PAGE 112, AND EXCEPT THAT PART DEEDED TO SEARS, ROEBUCK & CO. IN BOOK 908, PAGE 517, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, WHICH MAY INCLUDE LAND IMMEDIATELY ADJACENT THERETO.

EXHIBIT E

Surface Parking
To be more specifically described by Survey

(Sterling 1B-10)

TRACT I:
THE EAST 9.6 FEET OF LOT 5, PLOT 1, ALL OF LOT 6, PLOT 1, AND THE WEST 34.7 FEET OF LOT 7, PLOT 1, MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT II:
BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 5, PLOT 1, MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI, 28 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5, PLOT 1; THENCE RUNNING SOUTH 28 FEET DISTANCE FROM AND PARALLEL WITH THE EAST LINE OF LOT 4, PLOT 1, MARBLEHEAD ADDITION, A DISTANCE OF 164 FEET TO A CONCRETE MONUMENT; THENCE RUNNING NORTHEASTERLY AT AN ANGLE OF N 77°21' EAST, 104.5 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 3.7 FEET TO A CONCRETE MONUMENT; THENCE NORTHEASTERLY, AT AN ANGLE OF N 76° EAST, 110.9 FEET TO A CONCRETE MONUMENT, THENCE NORTH 129 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF LOT 7, PLOT 1, MARBLEHEAD ADDITION; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 7, PLOT 1, 35.1 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 15 FEET ALONG THE EAST LINE OF LOT 6, PLOT 1, MARBLEHEAD ADDITION, TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 6 163.2 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 2.5 FEET TO THE SOUTHEAST CORNER OF LOT 5, PLOT 1, MARBLEHEAD ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 5, 9.6 FEET TO THE POINT OF BEGINNING; SAID POINT BEING 28 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5, IN GREENE COUNTY, MISSOURI.

SAID COMBINED PARCELS BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF EAST TRAFFICWAY 9.6 FEET WEST OF THE NORTHEAST CORNER OF LOT 5, MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI, MARKED BY A CONCRETE MONUMENT; THENCE SOUTH 28 FEET DISTANT FROM AND PARALLEL WITH THE EAST LINE OF LOT 4, PLOT 1, MARBLEHEAD ADDITION, A DISTANCE OF 183.5 FEET TO A CONCRETE MONUMENT; THENCE RUNNING NORTHEASTERLY, AT AN ANGLE OF NORTH 77°21' EAST, 104.5 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 3.7 FEET TO A CONCRETE MONUMENT; THENCE NORTHEASTERLY, AT AN ANGLE OF NORTH 77° EAST, 110.9 FEET TO A CONCRETE MONUMENT; THENCE NORTH 141.7 FEET TO A POINT ON THE NORTH LINE OF LOT 7, MARBLEHEAD ADDITION, AND ON THE SOUTH LINE OF EAST TRAFFICWAY

MARKED BY A CONCRETE MONUMENT; THENCE WEST ALONG THE SOUTH LINE OF EAST TRAFFICWAY 206.7 FEET TO THE POINT OF BEGINNING.

(Virginia Bay: 1B-11)

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, PLOT 1 IN MARBLEHEAD ADDITION, THENCE WEST ALONG THE NORTH LINE OF LOT 7 A DISTANCE OF 86.5 FEET TO A POINT 34.7 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHEAST CORNER OF THE STONER PROPERTY AS DESCRIBED IN DEED BOOK 1074, PAGE 493 IN THE OFFICE OF GREENE COUNTY RECORDER; THENCE SOUTH AND ALONG THE EAST LINE OF SAID STONER PROPERTY A DISTANCE OF 156.9 FEET TO A POINT ON THE NORTH LINE OF THE KORDALIS PROPERTY AS DESCRIBED IN DEED BOOK 1440, PAGE 623 IN THE OFFICE OF GREENE COUNTY RECORDER; THENCE NORTHEASTERLY AND ALONG THE NORTHERLY LINE OF SAID KORDALIS PROPERTY A DISTANCE OF 27.15 FEET TO THE NORTHEAST CORNER OF SAID KORDALIS PROPERTY, SAID POINT ALSO BEING ON THE WEST LINE OF THE POTTER PROPERTY AS DESCRIBED IN DEED BOOK 899, PAGE 449 IN THE OFFICE OF GREENE COUNTY RECORDER; THENCE NORTH A DISTANCE OF 6 FEET TO THE NORTHWEST CORNER OF SAID POTTER PROPERTY; THENCE NORTHEASTERLY AND ALONG THE NORTHERLY LINE OF SAID POTTER PROPERTY A DISTANCE OF 60.1 FEET TO THE WEST LINE OF SAID LOT 8, PLOT 1 IN MARBLEHEAD ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 131.9 FEET TO THE POINT OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

(Advanced Metal Fabricators: 1B-12)

LOT EIGHT (8), PLOT ONE (1), MARBLEHEAD ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

(Weaver: 1B-13)

LOT NINE (9), MARBLEHEAD ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ALL BEGINNING AT THE NORTHWEST CORNER OF ST. LOUIS STREET AND HAMPTON AVENUE, AS NOW ESTABLISHED, RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF ST. LOUIS STREET 80 FEET, RUNNING THENCE NORTH 192 FEET, RUNNING THENCE EASTERLY 80 FEET, TO A POINT ON THE WEST LINE OF HAMPTON AVENUE, SAID POINT BEING 192 FEET NORTH OF THE NORTHWEST CORNER OF THE ST. LOUIS STREET AND HAMPTON AVENUE, RUNNING THENCE SOUTH ALONG THE WEST LINE OF HAMPTON AVENUE, 192 FEET TO THE POINT OF BEGINNING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
THE SOUTH 192 FEET OF LOT NINE (9) PLOT ONE (1) OF MARBLEHEAD ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING A LOT AT THE NORTHWEST CORNER OF ST. LOUIS STREET AND HAMPTON AVENUE WITH APPROXIMATELY 80 FEET FRONTAGE ON ST. LOUIS STREET AND 192 FEET FRONTAGE ON HAMPTON AVENUE.

(Virginia Bay: 1B-14)

BEGINNING AT THE SOUTHWEST CORNER OF TRACT FORMERLY SOLD BY E.T. ROBBERSON TO JOHN KIMBROUGH DESCRIBED IN BOOK 59, PAGE 221, THAT IS TO SAY LOT 80 FEET FRONTING ON ST. LOUIS STREET, THE EAST LINE BEING 41 POLES, 21 ½ LINKS WEST OF EAST BOUNDARY LINE, SECTION 24, TOWNSHIP 29, RANGE 22; THENCE NORTH 12 POLES; WEST 64 FEET; THENCE SOUTH 12 POLES TO THE NORTH BOUNDARY LINE OF ST. LOUIS STREET; THENCE NORTHERLY DIRECTION TO BEGINNING POINT, SAME BEING LAND DESCRIBED IN BOOK 95, PAGE 599, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

(Potter: 1B-15)

BEGINNING ON THE NORTH SIDE OF ST. LOUIS STREET AT A POINT 144 FEET WEST OF THE NORTHWEST CORNER OF ST. LOUIS STREET AND HAMPTON AVENUE, IN THE CITY OF SPRINGFIELD, MISSOURI, THENCE NORTH 198 FEET TO AN IRON PIN; THENCE WESTERLY 90 FEET AND PARALLEL TO THE NORTH LINE OF ST. LOUIS STREET TO AN IRON PIN: THENCE SOUTH 198 FEET TO THE NORTH LINE OF ST. LOUIS STREET, THENCE EASTERLY ALONG THE NORTH SIDE OF ST. LOUIS STREET 90 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 29, RANGE 22, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

(Kordalis: 1B-16)

TRACT I:

BEGINNING 234 FEET WEST OF THE NORTHWEST CORNER OF ST. LOUIS ST. & HAMPTON AVE. IN THE CITY OF SPRINGFIELD, MISSOURI AND RUNNING WEST ALONG THE NORTH LINE OF ST. LOUIS ST. 33.44 FEET, MORE OR LESS, TO WEST LINE OF THE LAND DEEDED TO T.V.B. CRANE AND WIFE, BY DEED RECORDED IN BOOK 420, PAGE 189; THENCE NORTH 192 FEET; THENCE EAST 33.44 FEET, MORE OR LESS, TO A POINT DUE NORTH OF THE BEGINNING POINT; THENCE SOUTH TO THE BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALSO,

BEGINNING ON THE NORTH LINE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, MISSOURI, ABOUT 267.44 FEET WEST OF THE NORTHWEST CORNER OF ST. LOUIS & HAMPTON STREETS; THENCE WEST 104.45 FEET, THENCE NORTH 192 FEET, THENCE EAST 104.45 FEET, THENCE SOUTH 192 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT II:

BEGINNING ON THE NORTH LINE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, MISSOURI, 267.445 FEET WEST OF THE NORTHWEST CORNER OF ST. LOUIS AND HAMPTON STREETS; THENCE WEST 104.45 FEET; THENCE NORTH 192 FEET FOR A NEW BEGINNING POINT; THENCE NORTH 14.25 FEET, MORE OR LESS, TO AN EXISTING GAS PIPE; THENCE NORTHEASTERLY PARALLEL WITH THE NORTH LINE OF ST. LOUIS STREET 105.2 FEET, MORE OR

LESS, TO AN EXISTING GAS PIPE; THENCE SOUTH 14.25 FEET, MORE OR LESS, TO AN IRON PIN; THENCE SOUTHWESTERLY TO THE NEW BEGINNING POINT.

Commencing 234 feet west of the northwest corner of St. Louis St. & Hampton Ave. in the City of Springfield, Missouri and running west along the north line of St. Louis Street 33.44 feet, more or less, to the west line of the land deeded to T.V.B. Crane and Wife, by deed recorded in book 420, Page 189: Thence North 192 feet for the True Point of Beginning; Thence North 14.25 feet, more or less, along the east line of the Kordalis tract as described in Book 977 at Page 152, to the south line of the Sterling tract as described in Book 2446 at Page 145; Thence East along said south line 5.7 feet, more or less, to the west line of the Bay tract as described in Book 2377 at Page 521; Thence South along said west line 14.25 feet, more or less to the north line of the Kordalis tract as described in Book 831 at Page 494; Thence West along said north line to the Point of Beginning.

(Best Budget: 1B-17)

A LOT HEREINAFTER DESIGNATED AS TRACT #1, 50 FEET AND 8 INCHES WIDE OFF THE WEST SIDE AND EXTENDING THE FULL DEPTH NORTH AND SOUTH OF THE FOLLOWING DESCRIBED TRACT, TO WIT: BEGINNING AT A POINT IN THE MIDDLE OF ST. LOUIS ROAD, SAID POINT BEING THE SOUTHEAST CORNER OF LOT OF LAND FORMERLY OWNED BY ONE MITCHELL, THENCE EAST WITH THE BEARING OF SAID ROAD 6 POLES AND 8 1/4 LINKS, THENCE NORTH 12 POLES, 16 ½ LINKS, THENCE WEST 6 POLES, 8 1/4 LINKS, THENCE SOUTH 12 POLES, 16 ½ LINKS TO THE PLACE OF BEGINNING, EXCEPTING SUCH PART THEREOF AS IS OCCUPIED BY ST. LOUIS ROAD. ALSO A LOT HEREINAFTER DESIGNATED AS TRACT #2, COMMENCING AT A STONE SET IN ST. LOUIS STREET BY SAID CITY AT THE SOUTHEAST CORNER OF A TRACT OF GROUND DEEDED TO B.U. MASSEY BY WALTER S. JOHNSON ON NOVEMBER 23, 1881, BY DEED RECORDED IN BOOK 42, ON PAGES 637 AND 638, IN THE OFFICE OF RECORDER OF DEEDS OF SAID GREENE COUNTY, MISSOURI, THENCE NORTH ALONG AND ON THE WEST LINE OF SAID TRACT #1, AFORESAID, TO A POINT 12 POLES AND 16 ½ LINKS NORTH OF THE NORTH LINE OF SAID ST. LOUIS STREET AS NOW LOCATED IN SAID CITY, THENCE WEST ON A LINE PARALLEL TO SAID NORTH LINE OF SAID ST. LOUIS STREET 10 FEET, THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID TRACT #1, AFORESAID, TO A POINT ON THE NORTH LINE OF SAID ST. LOUIS STREET 10 FEET WEST OF SAID COMMENCEMENT THENCE EAST ON AND ALONG THE NORTH LINE OF SAID ST. LOUIS STREET TO SAID COMMENCEMENT. ALSO A LOT HEREINAFTER DESIGNATED AS TRACT #3, ALL OF A LOT ON THE NORTH SIDE OF ST. LOUIS STREET IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING 54 FEET WIDE OFF OF THE EAST SIDE OF AND EXTENDING THE FULL LENGTH NORTH AND SOUTH OF A LOT DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LAND FORMERLY OWNED BY G.L. MITCHELL IN THE MIDDLE OF ST. LOUIS STREET OR ROAD, THENCE EAST WITH BEARINGS OF SAID ST. LOUIS STREET 6 POLES 8 1/4 LINKS, THENCE NORTH 12 POLES 16 ½ LINKS, THENCE WEST 6 POLES 8 1/4 LINKS, THENCE SOUTH TO THE PLACE OF BEGINNING, BEING THE SAME LOT PURCHASED BY ONE J.W. MCKEE FROM ON CHARITY C. ALEXANDER AND HUSBAND, BOOK 66, PAGE 484, RECORDER'S OFFICE.

Baseball Surface Parking

To the extent reduced by the Developers exercising their option under the Exchange Agreement, approximately 120 surface parking spaces (75 to be located east of the Baseball Stadium and 45 to be located north of the Baseball Stadium).

Recreational Ice Surface Parking

As referenced in Exhibit F, shown as #2A.

Parking Garage
To be more specifically described by Survey

A TRACT OF LAND IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF ST. LOUIS STREET 262.6 FEET WEST OF THE NORTHWEST CORNER OF ST. LOUIS AND DOLLISON STREETS, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO AUTO CLUB OF MISSOURI; THENCE NORTH 446 FEET ALONG THE WEST LINE OF SAID AUTO CLUB OF MISSOURI TRACT TO THE SOUTH LINE OF EAST TRAFFICWAY; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE 106.29 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THOMPSON SALES COMPANY; THENCE SOUTH 425 FEET ALONG THE EAST LINE OF SAID THOMPSON SALES COMPANY TRACT TO THE NORTH LINE OF ST. LOUIS STREET; THENCE EAST 104 FEET TO THE POINT OF BEGINNING.

and

TRACT 2
COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE HAMMONS TOWER SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE, N79°51'53"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 60.22 FEET;
THENCE, S01°01'42"W, A DISTANCE OF 456.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ST. LOUIS STREET;
THENCE, N89°01'12"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 66.47 FEET;
THENCE, N01°58'45"E, A DISTANCE OF 445.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,301.4 SQUARE FEET (0.65) ACRES MORE OR LESS

EXHIBIT F

Master Plan
Jordan Valley Park

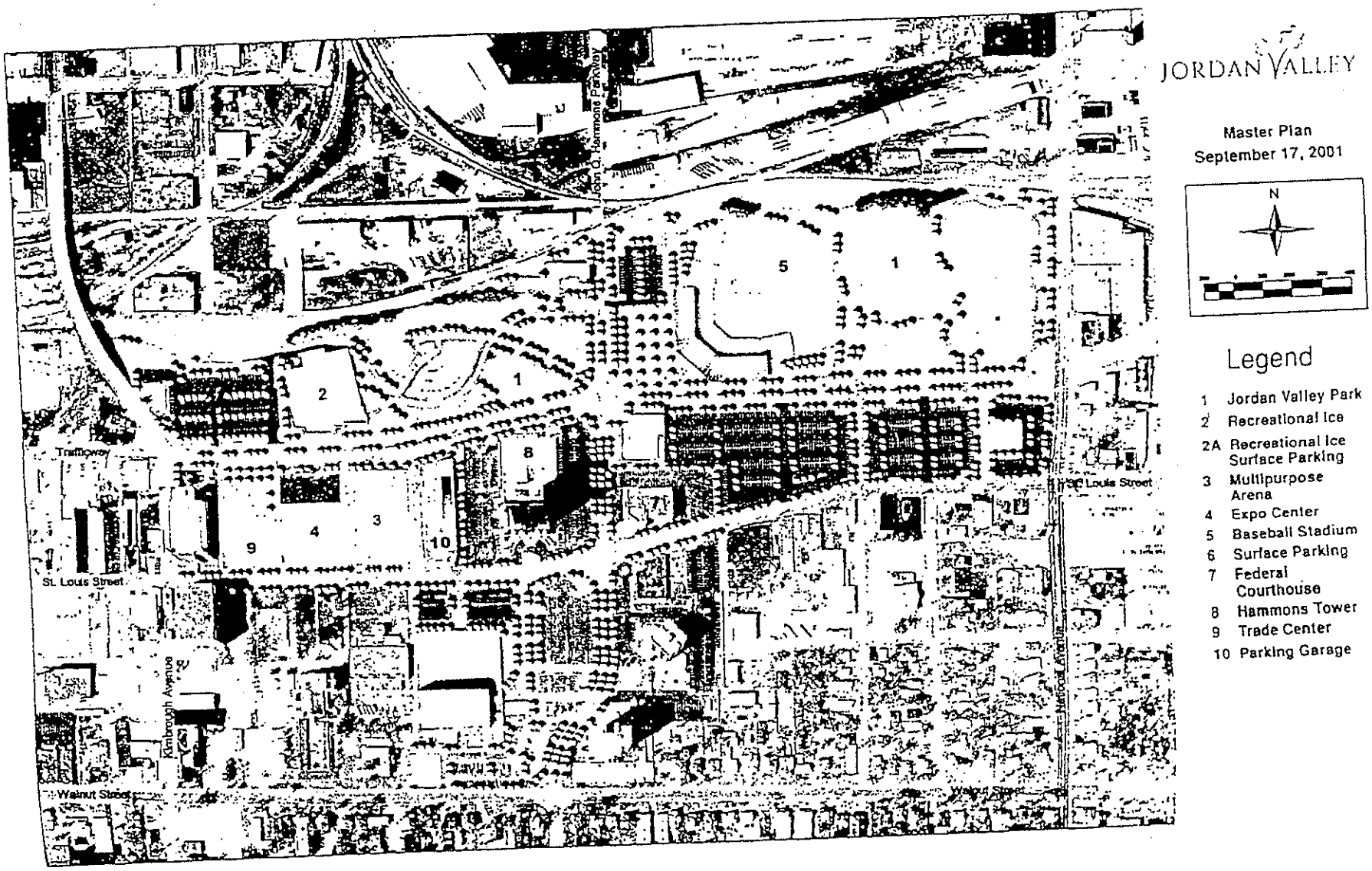
JORDAN VALLEY
Master Plan
September 17, 2001
N
Legend
1 Jordan Valley Park
2 Recreational Ice
2A Recreational Ice Surface Parking
3 Multipurpose Arena
4 Expo Center
5 Baseball Stadium
6 Surface Parking
7 Federal Courthouse
8 Hammons Tower
9 Trade Center
10 Parking Garage
Trafficway
St. Louis Street
Walnut Street
Kimbrough Avenue
Jean Q. Hammons Parkway
Natcoal Avenue

EXHIBIT F-2

EXHIBIT G

MINOR LEAGUE FACILITY STANDARDS AND COMPLIANCE INSPECTION PROCEDURES

Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. Notwithstanding its facility's designation as a "new facility," a Minor League Club which can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association for a variance from such standard. The standards outlined in Sections 11, 12 and 13 are applicable to both new and existing facilities.

New Facilities

Any facility which is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

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1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the minor league club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	6,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

For two grades of seating:

Box or Reserved: 25% of total capacity
General Admission: 75% of total capacity

For three grades of seating:

Box: 25% of total capacity
Reserved: 25% of total capacity
General Admission: 50% of total capacity

1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies shall be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

2.0 PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women
	1:450 Men

Lavatories (sinks)	1:150 Women 1:150 Men
Urinals	1:125 men

2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

2.4 DRINKING FOUNTAINS

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

2.5 PUBLIC TELEPHONES

All facilities shall provide telephones per local, state and federal codes and regulations.

3.0 CONCESSION AND VENDING

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

3.1 CONCESSION AREAS

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example: 12,000 seats/350 = 34.28 X 5' = 171 lineal feet of counter. Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

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3.2 CONCESSION VENDORS

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

3.4 CONCESSION STORAGE AND NOVELTY STANDS

The following standards shall be minimum requirements.

3.4.1 CONCESSION STORAGE

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

3.4.2 NOVELTY STANDS

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with a standard retail sales areas.

4.0 MISCELLANEOUS PUBLIC AREAS

4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY

This type of facility shall be optional.

4.2 PICNIC/BEER GARDEN FACILITY

This type of facility shall be optional.

4.3 FAMILY RECREATION AREA

This type of facility shall be optional.

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5.0 TICKET WINDOWS AND ENTRY TURNSTILES

The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

5.1 TICKET WINDOWS

All facilities shall provide one ticket window for each 1500 seats of total capacity.

5.2 TURNSTILES/ENTRY POSITIONS

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

5.3 HANDICAPPED ACCESSIBILITY

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility.

6.0 SECURITY AND FIRST AID

6.1 SECURITY COMMAND POST

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

6.2 FIRST AID STATION

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

7.0 PARKING AND FACILITY ACCESS

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

7.1 PARKING SPACES

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (½ mile) walking distance of the stadium.

7.2 ACCESS AND CONTROL

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

7.3 HANDICAPPED PARKING

All facilities shall conform with all applicable local, state and federal regulations.

8.0 SOUND SYSTEM AND SCOREBOARD

8.1 SOUND SYSTEM

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

8.2 SCOREBOARD

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score
Ball-Strike-Out
Player at Bat

8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

8.4 CLOCK

All facilities shall provide a time of day clock which will be in full view of all field personnel from the beginning of batting practice through the close of each game.

9.0 MEDIA FACILITIES

9.1 PRESS PARKING AND ACCESS

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the

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PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

9.3 RADIO BROADCAST BOOTHS

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

9.5 PRINT MEDIA AREA

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

9.6 MEDIA TOILET FACILITIES

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

10.0 ADMINISTRATION AREA

10.1 FACILITY ADMINISTRATION AREA

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

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10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

10.2.1 STADIUM PERSONNEL TOILET FACILITIES

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.

10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

11.0 TEAM FACILITIES

The following shall be minimum requirements.

11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the club's active player limit for their classification of play. The minimum size of each locker shall be 24" w x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

Minimum floor space requirements for the team dressing area shall be as follows:

New facility: 1,000 sq. ft.
Existing facility: 800 sq. ft. (1,000 sq. ft. is recommended)

11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility:	shower heads:	8 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4 (8 recommended)

Existing facilities:	shower heads:	6 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator, scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

11.6 COACHES LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the club's active player limit for their classification of play. Minimum floor space requirements shall be as follows:

New facility:	750 sq. ft.
Existing facility:	500 sq. ft (750 sq. ft. is recommended)

11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

New facility:	showers heads:	6 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4
Existing facility:	shower heads:	4 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

11.10 VISITORS TRAINING ROOM

All new facilities shall provide a separate training room (minimum of 150 sq. ft.) with space for one training table and one whirlpool. In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

11.11 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

11.13 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

11.14 FIELD/DUGOUT ACCESS

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

11.15 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

11.16 HITTING/PITCHING TUNNELS

It is recommended that all facilities provide 2 covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

11.17 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

12.0 PLAYING FIELD

12.1 FIELD DIMENSIONS

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League club and the National Association club. All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

12.2 PLAYING SURFACE

All facilities shall provide a field surface (natural or synthetic) without major defects and/or "trip-hazards" that could affect the normal play of the game. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

12.4 FIELD WALL

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

12.5 BULLPENS

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

12.6 DUGOUTS

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with seatback. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

12.7 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

12.7.1 BATTING CAGE

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League club.

12.7.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching Screen - 7' h x 8' w with 4' x 4' notch in upper corner.

Double play screen: 7' h x 14' w with hinged wings.

First base and shag protector screens - 7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League club.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

12.7.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, it must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide.

12.7.4 FOUL POLES

All facilities shall provide two foul poles of a bright color which are a minimum of 30' high (45' is recommended) with a screen to the fair side of the pole. No white signs shall be allowed immediately adjacent to each side of the foul pole.

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12.7.5 FLAG POLE

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

12.8 FIELD LIGHTING

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

Class AAA and Class AA: 100 fc average in infield/70 fc average in outfield.

Class A and Rookie: 70 fc average in infield/50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following brightness requirements:

Class AAA and Class AA: 70 fc average in infield/50 fc average in outfield.

Class A and Rookie: 60 fc average in infield/40 fc average in outfield.

All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

12.9 BATTING CAGE GATE

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

12.10 BACKSTOP

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

12.11 PLAYING FIELD TARPS

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps,

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except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

13.1 FACILITY MAINTENANCE AND CLEANLINESS

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds-keeping practices and shall utilize proper maintenance equipment. Nail-drags, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

13.2.2 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

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13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

13.2.4 IRRIGATION SYSTEM

All new facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

13.2.5 FIELD DRAINAGE SYSTEM

All new facilities shall provide an underfield drainage system integrated into the sub-base of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.

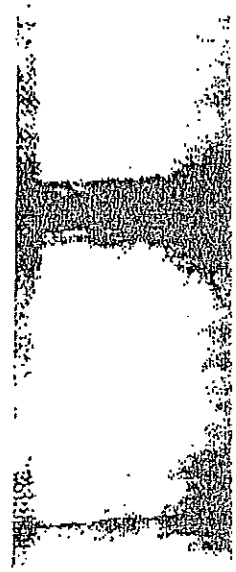

EXHIBIT H

Tax Covenants

The City and the Developers covenant and agree that they will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Expo Bonds, the Parking Bonds or the Arena Bonds for federal income tax purposes or cause the interest on the Expo Bonds, the Parking Bonds or the Arena Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, they will, promptly upon having such brought to their attention, take such reasonable actions as may rescind or otherwise negate such action or omission. The City and the Developers will not directly or indirectly, use or permit the use of any proceeds of the Expo Bonds, the Parking Bonds, the Arena Bonds or any other funds of the City, or take or omit to take any action, that would cause the Expo Bonds, the Parking Bonds or the Arena Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code (or their statutory predecessor) or to fail to meet any other applicable requirement of Sections 141, 142, 145, 148, 149 and 150 of the Code (or their statutory predecessor) or cause the interest on the Expo Bonds, the Parking Bonds, the Arena Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the City and the Developers will comply with all requirements of Sections 141, 142, 145, 148, 149 and 150 of the Code (or their statutory predecessor) to the extent applicable to the Expo Bonds, the Parking Bonds and the Arena Bonds. In the event that at any time the City is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee or otherwise, the City shall so instruct the Trustee in writing.

The City and the Developers hereby covenant and agree that they shall not enter into any arrangement, formal or informal, pursuant to which the City (or any "related party," as defined in Regulations Section 1.150-1(b)) shall purchase the Expo Bonds, the Parking Bonds and the Arena Bonds. This covenant shall not prevent the City from purchasing Expo Bonds, the Parking Bonds or the Arena Bonds in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

Governmental Use. The City and the Developers agree that they will take no action, or permit or suffer any action or event, which will cause the Expo Bonds, the Parking Bonds or the Arena Bonds to be a "private activity bond" within the meaning of the Code. None of the Net Proceeds of the Expo Bonds, the Parking Bonds or the Arena Bonds will be used for a Private Business Use. The term **"Private Business Use"** means use directly or indirectly in a trade or business carried on by a Person other than a natural person or in any activity carried on by a Person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public. No portion of the Exposition Center, the Parking Improvements or the Arena will be used in the trade or business of any Person (including any governmental body or public instrumentality) except the City. For these purposes, property is considered "used" by a Person if:

(i) Sale or Lease: it is sold or otherwise disposed of, or leased, to such Person;

(ii) Management Contract: it is operated, managed or otherwise physically employed, utilized or consumed by such Person, excluding operation or management pursuant to an agreement which meets the conditions described in below;

(iii) Capacity, Output or Service Commitment: capacity in or output service from such property is reserved or committed to such Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(iv) Preferential Service: such property is used to provide service to (or such service is committed to or reserved for) such Person on a basis or terms which (except possibly for the amount of use and any corresponding rate adjustment) are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally;

(v) Developer: such Person is a developer and a significant amount of property acquired, constructed or improved with proceeds from the sale of the Expo Bonds, the Parking Bonds or the Arena Bonds (or of bond anticipation notes retired with such proceeds or income from the investment thereof) serves only a limited area substantially all of which is owned by such Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer and issuer reasonably expect on the issue date to proceed with all reasonable speed to develop the improvement and property benefitted by that improvement, and the improvement is in fact transferred to a governmental Person promptly after the property benefitted by the improvement is developed; or

(vi) Other: substantial burdens and benefits of ownership of such property are otherwise effectively transferred to such Person.

No Loans. The City shall not use Net Proceeds of the Expo Bonds, the Parking Bonds or the Arena Bonds to make or finance loans to any Person other than a governmental unit. For these purposes, proceeds are considered to be "loaned" to a Person if (i) property acquired, constructed or improved with proceeds is sold or leased to such Person in a transaction which creates a debt for federal income tax purposes, (ii) capacity in or service from such property is committed to such Person under a take-or-pay, output or similar contract or arrangement, or (iii) indirect benefits, or burdens and benefits of ownership, of proceeds or such property are otherwise transferred to such Person in a transaction which is the economic equivalent of a loan.

Use of Exposition Center, Parking Improvements and Arena.

(1) General. For purposes of the Amended Agreement, the use by a Person of the property financed with the Net Proceeds of the Expo Bonds, the Parking Bonds or the Arena Bonds pursuant to a Qualified Service Contract (as hereafter defined) shall not be treated as a Private Business Use by such Person of such Exposition Center, Parking Improvements or Arena, as the case may be, or of funds used to finance or refinance such Exposition Center, Parking Improvements or Arena, as the case may be.

(2) Qualified Service Contracts. An arrangement under which services are to be provided by a private Person ("**Service Provider**") involving the use of all or any portion of, or any function of, the Exposition Center, the Parking Improvements or the Arena, for example, management services for an entire facility or a specific department of a facility ("**Service Contract**") is a "Qualified Service Contract" if all of the following conditions are satisfied:

(A) the compensation for services provided pursuant to the Service Contract is reasonable;

(B) none of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Exposition Center, the Parking Improvements or the Arena or any portion thereof;

(C) the compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Exposition Center, the Parking Improvements, the Arena and 15 years. For purposes of this subparagraph, a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Exposition Center, the Parking Improvements or the Arena (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Service Contract has a legally enforceable right to renew the Service Contract; or

(ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Exposition Center, the Parking Improvements, the Arena and 10 years; or

(iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the City on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the City on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the City on reasonable notice, without penalty or cause at the end of the second year of the Service Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the City on reasonable notice, without penalty or cause at the end of the first year of the Service Contract term. This subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (e.g., aircraft fueling services), or (II) Service Contracts involving the Exposition Center, the Parking Improvements or the Arena during an initial start-up period for which

there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (e.g., a Service Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Exposition Center, the Parking Improvements or the Arena, but not more than one.

For purposes of this subparagraph, a Service Contract is considered to contain termination penalties if the termination limits the City's right to compete with the Service Provider, requires the City to purchase equipment, goods, or services from the Service Provider, or requires the City to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the City (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the City from terminating the Service Contract. A requirement that the City reimburse the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the City of key personnel of the Service Provider are not treated as contract termination penalties;

(D) The Service Provider has no role or relationship with the City, directly or indirectly, that, in effect, substantially limits the City's ability to exercise its rights under the Service Contract, including cancellation rights;

(E) The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the governing body of the City;

(F) No individual who is a member of the governing body of the Service Provider and the City is the chief executive officer of the City or the Service Provider or the chairperson of the governing body of the City or the Service Provider; and

(G) The City and the Service Provider are not "related parties" (within the meaning of Section 1.150-1(b) of the Regulations).

(3) Exceptions. The City may treat a Service Contract that does not comply with one or more of the criteria of subparagraph (e)(2) as not resulting in Private Business Use of the Exposition Center if it delivers to the Trustee, at its expense, an approving opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of the interest on the Expo Bonds or cause the interest on the Expo Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

Bond Counsel Opinion. Notwithstanding any provision hereof, if the City provides, at the City's expense, to the Trustee an approving opinion of Bond Counsel to the effect that any action required under this section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Expo Bonds, the Parking Bonds or the Arena Bonds, pursuant to Section 103(a) of the Code, the City and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

Weighted Average Maturity/Economic Life of Exposition Center, Parking Improvements and Arena. The City covenants and agrees that prior to the final payment of the Expo Bonds, , the Parking Bonds or the

Arena Bonds, the weighted average maturity of the Expo Bonds, the Parking Bonds or the Arena Bonds does not exceed 120% of the weighted average reasonably expected remaining economic life of the Exposition Center, the Parking Improvements or the Arena, as the case may be, determined in accordance with Section 147(b) of the Code. For purposes of the preceding sentence, the reasonably expected economic life of the property shall be determined as of the date such property was placed in service or, if later, the date of issuance of the Expo Bonds, the Parking Bonds or the Arena Bonds. In addition, the cost of refinancing the acquisition of land shall not be taken into account in determining the reasonably expected economic life of property refinanced by the Expo Bonds, the Parking Bonds or the Arena Bonds unless 25% or more of the Net Proceeds of the Expo Bonds, the Parking Bonds or the Arena Bonds were used to refinance the cost of acquiring land, in which case such land shall be treated as having an economic life of 30 years and shall be taken into account for purposes of determining the reasonably expected economic life of the Exposition Center, the Parking Improvements or the Arena, as the case may be.

Covenants Survive Termination of Amended Agreement. All covenants and obligations of the City and the Developers contained in the Amended Agreement shall remain in effect and be binding upon the City until all of the Expo Bonds, the Parking Bonds or the Arena Bonds are no longer outstanding under the Indenture.