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TRUST INDENTURE

By and Between the

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION

and

COMMERCE BANK, N.A.

Dated as of December 1, 2002

$6,130,000
Springfield Center City Development Corporation
Taxable Revenue Bonds
Series 2002B
(Jordan Valley Park - Baseball Stadium Project)

$5,470,000
Springfield Center City Development Corporation
Taxable Revenue Bonds
Series 2002C
(Jordan Valley Park Project)

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Bond Counsel

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TRUST INDENTURE

TABLE OF CONTENTS

(This Table of Contents is included for the convenience of reference only and is not intended to define, limit or describe the scope or intent of any particular provision of this Trust Indenture.)

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms 6
Section 102. Rules of Construction 18

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds 19
Section 202. Form, Denomination, Lettering and Dating 19
Section 203. Nature of Obligations 20
Section 204. Method and Place of Payment 20
Section 205. Execution and Authentication of Bonds 21
Section 206. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners ... 21
Section 207. Persons Deemed Owners of Bonds 22
Section 208. Delivery of the Bonds 22
Section 209. Authorization of Additional Bonds 24
Section 210. Temporary Bonds 26
Section 211. Mutilated, Lost, Stolen, or Destroyed Bonds 26
Section 212. Destruction of Bonds 27
Section 213. List of Bondowners 27
Section 214. Book-Entry Only Issuance 27
Section 215. Succession of Securities Depository 28

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Bonds Generally 28
Section 302. Redemption of Bonds 28
Section 303. Selection of Bonds to be Redeemed 32
Section 304. Trustee's Duty to Redeem Bonds 32
Section 305. Notice of Redemption 33
Section 306. Payment of Redeemed Bonds 33

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally 33
Section 402. Form of Bonds 34

Section 403. Form of Assignment 47

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. 48
Section 502. Creation of Series 2002C Cost of Issuance Fund. 48
Section 503. Deposits into the Project Fund. 48
Section 504. Disbursements from the Project Fund and its Subaccounts. 48
Section 505. Disbursements from the Series 2002C Cost of Issuance Fund. 50
Section 506. Completion of Phase One of the Baseball Stadium. 51
Section 507. Deposits of Insurance Proceeds or Condemnation Awards 51
Section 508. Retention of Requisitions 51

ARTICLE VI
REVENUES AND FUNDS

Section 601. Source of Payment of Bonds 51
Section 602. Creation of the Bond Funds 51
Section 603. Creation of the Reserve Funds 52
Section 604. Deposits Into the Funds and Accounts 52
Section 605. Application of Moneys in Bond Funds 54
Section 606. Nonpresentment of Bonds 56
Section 607. Payments Due on Saturdays, Sundays and Holidays 56
Section 608. Acceleration of Bonds 56
Section 609. Repayment to the SCCDC from the Bond Funds 56
Section 610. Use of Moneys in the Reserve Funds 56

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

Section 701. Moneys to be Held in Trust 58
Section 702. Investments of Moneys in Various Funds 58
Section 703. Valuation of Investments 58

ARTICLE VIII
PARTICULAR COVENANTS AND PROVISIONS

Section 801. Operation, Maintenance and Modification of Phase One 59
Section 802. Payment of Principal, Premium, if any, and Interest 59
Section 803. SCCDC to Execute Indenture and Issue Bonds 59
Section 804. Covenants 60
Section 805. Instruments of Further Assurance 60
Section 806. Recording and Filing 60
Section 807. Inspection of Phase One Books 60
Section 808. Enforcement of Rights Under the Financing Agreement 60

Section 809. Subordination of this Indenture to the Financing Agreement 60
Section 810. Corporate Existence and Tax-Exempt Status 61

ARTICLE IX
DEFAULT PROVISION AND REMEDIES

Section 901. Defaults; Events of Default 61
Section 902. Acceleration of Maturity in the Event of Default 61
Section 903. Appointment of Receivers in Event of Default 62
Section 904. Exercise of Remedies by the Trustee 62
Section 905. Limitation on Rights and Remedies of Owners of Bonds 63
Section 906. Right of Bondowners To Direct Proceedings 63
Section 907. Application of Money 64
Section 908. Remedies Cumulative 66
Section 909. Waivers of Events of Default 67
Section 910. Notice of Defaults Under Section 901(c): Opportunity of the SCCDC to Cure Such Defaults. 67

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts 67
Section 1002. Fees, Charges and Expenses of the Trustee 69
Section 1003. Covenant of the Bond Registrar to Keep Records of Beneficial Interest of Owners of Bonds in Trust Estate 70
Section 1004. Notice to Owners of Bonds if Default Occurs 70
Section 1005. Intervention by the Trustee 70
Section 1006. Successor Trustee 70
Section 1007. Resignation by Trustee or the Bond Registrar 70
Section 1008. Removal of the Trustee or the Bond Registrar 70
Section 1009. Appointment of Successor Trustee by the Owners of Bonds; Temporary Trustee 71
Section 1010. Vesting of Trust Estate in Successor Trustee 71
Section 1011. Designation and Succession of Bond Registrar 71
Section 1012. Designation and Succession of Paying Agents and Authenticating Agents 72
Section 1013. Appointment of Co-Trustee 73
Section 1014. Transfer of Properties 73
Section 1015. Right of Trustee to Pay Taxes, Insurance and Charges 73
Section 1016. Annual Accounting 74
Section 1017. Continuing Disclosure 74

ARTICLE XI
AMENDMENTS

Section 1101. Amendments Not Requiring Consent of Bondowners 74
Section 1102. Amendments Requiring Consent of Bondowners 75
Section 1103. City's Consent to Indenture 75

Section 1104. Reliance by Trustee 75

ARTICLE XII
FINANCING AGREEMENT

Section 1201. Financing Agreements Not Requiring Consent of Bondowners 76
Section 1202. Financing Agreement Requiring Consent of Bondowners 76
Section 1203. Reliance by Trustee 76

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture 76
Section 1302. Bonds Deemed to be Paid 77

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners 77
Section 1402. Limitation of Rights 78
Section 1403. Notices 78
Section 1404. Severability 78
Section 1405. Execution of Counterparts 79
Section 1406. Applicable Provisions of Law 79

TRUST INDENTURE

THIS TRUST INDENTURE (the "**Indenture**") dated as of December 1, 2002, is between the Springfield Center City Development Corporation (the "**SCCDC**"), a public benefit nonprofit corporation duly organized and validly existing under the laws of the State of Missouri (the "**State**"), and Commerce Bank, N.A. (the "**Trustee**"), a national association duly organized and existing under the laws of the United States of America and authorized to originate, accept and execute trusts of the character herein set out under the laws of the State, with its principal corporate trust office located in Kansas City, Missouri, as trustee.

WITNESSETH:

WHEREAS, the City of Springfield, Missouri (the "**City**") is a constitutional home rule charter municipal corporation organized under and existing by virtue of the Constitutions and laws of the State; and

WHEREAS, the City is authorized pursuant to Section 70.220 of the Revised Statutes of the State of Missouri, 1994 as amended to contract and cooperate with any private person, firm, association or corporation for the planning, development, constructing, acquisition or operation of any public improvement or facility; and

WHEREAS, the SCCDC is a public benefit nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act, Chapter 355 of the Revised Statutes of the State of Missouri, 1994, as amended (the "**Act**"), for the purpose of benefitting and carrying out the purposes of the City by providing for the planning, development, acquisition, construction, reconstruction, improvement, extension, repair, remodeling, renovation and financing of public facilities including baseball stadiums including sites, buildings, structures, facilities, furnishings and equipping thereof for use by the City or for City purposes; and

WHEREAS, acting pursuant to its home rule charter (the "**Charter**"), the City Council of the City (the "**City Council**") is authorized to (a) establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light and clean parks, public grounds and squares and (b) acquire, receive, hold, provide for by contract or otherwise, construct and operate all kinds of public buildings and structures, parks and recreational facilities; and

WHEREAS, pursuant to the authority of Chapter 20 of the Springfield City Code, Licenses and Taxation, Article V, Division 1, Sections 20-112 and 20-117 and an approving vote of the qualified electors of the City at a special election held on the 3rd day of February, 1998 the following question was submitted to the qualified electors of the City:

QUESTION

> Shall the City of Springfield increase the tax paid by guests using hotels, motels, and tourist courts for sleeping accommodations from two (2) percent to four and one-half (4 ½) percent 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?

the vote having been taken and the results tabulated, it was found and determined that the qualified electors voting on the question had voted in favor of increasing the license tax from two to four and one-half percent,

the vote on said question having been 15,515 votes for said question and 5,251 votes against said question; and

WHEREAS, due to the determined necessity and desirability to develop an area of greenspace and recreational and entertainment venues in the center city area to be known as "Jordan Valley Park" and other determined needs of the City, the City Council authorized the creation of the SCCDC and appointed a Board of Directors for the SCCDC and the SCCDC, at the request of the City, has determined that it is necessary and desirable to assist the City in the acquisition, construction and improvement of Jordan Valley Park; and

WHEREAS, under date of September 6, 2000, John Q. Hammons, under the fictitious name of John Q. Hammons Industries and on behalf of the Developers, hereinafter defined, submitted, in response to a request for proposals issued by the Jordan Valley Park Tax Increment Finance Commission, a document entitled "John Q. Hammons Industries Proposal" for the development of an arena/exposition center, a baseball stadium and adjoining parking within Jordan Valley Park; and

WHEREAS, the City and 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 (collectively, the "**Developers**") in accordance with the response to the Request for Proposals have executed and delivered an Exchange Agreement dated as of July 1, 2002 (the "**Exchange Agreement**") and an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Redevelopment Agreement among the City and the Developers dated as of September 1, 2002 (the "**Development Agreement**") in which the Developers agree to develop within Jordan Valley Park a Baseball Stadium, hereinafter defined; and

WHEREAS, pursuant to the Development Agreement and the Exchange Agreement, the Developers have agreed to develop within Jordan Valley Park 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 (the "**Baseball Stadium**") which is a multi-phase project with the Series 2002B Bonds, defined below, financing the first phase of the Baseball Stadium ("**Phase One**"); and

WHEREAS, as an inducement to the SCCDC to issue and sell its taxable revenue bonds the proceeds from which will be loaned to the City under a Financing Agreement with the SCCDC, which proceeds will be used by the City to fund the costs of acquisition, design and excavation of the Baseball Stadium under the Phase One Baseball Stadium Lease Agreement dated as of December 1, 2002 between the City and the Developers (the "**Phase One Lease**"), the Developers have agreed with the City to enter into a collateralized guaranty guaranteeing the repayment of the City's loan under the Financing Agreement (the "**Guaranty**"); and

WHEREAS, a portion of the proceeds derived from the issuance of the Series 2002B Bonds are to be applied for the purpose of development of Phase One of the Baseball Stadium, located on property selected by the parties in accordance with the Development Agreement; and

WHEREAS, the execution and delivery of the Guaranty by the Developers is an inducement to the City and a condition to the SCCDC making the loan (the "**Baseball Loan**") using the proceeds from the issuance and sale of its Taxable Revenue Bonds (Jordan Valley Park - Baseball Stadium Project) Series 2002B, in an aggregate principal amount of $6,130,000 (the "**Series 2002B Bonds**"); and

WHEREAS, simultaneously with the issuance of the Series 2002B Bonds, the SCCDC will issue and sell its Taxable Revenue Bonds (Jordan Valley Park Project) Series 2002C, in an aggregate principal

amount of $5,470,000 (the "**Series 2002C Bonds**") the proceeds of which will be loaned to the City (the "**City Loan**") to refinance the Series 2002C Notes, as defined herein, with such Series 2002B Bonds and the Series 2002C Bonds sometimes collectively referred to herein as the "**Bonds**;" and

WHEREAS, the proceeds of the Series 2002C Bonds will be used to refinance the Taxable Bond Anticipation Notes (Jordan Valley Park - Baseball Stadium Project), Series 2002C (the "**Series 2002C Notes**") which were initially issued in the principal amount of $5,000,000 for the purpose of advance refunding a portion of the Current Interest portion of The Public Building Corporation of the City of Springfield, Missouri, Leasehold Revenue Bonds, Series A 2000 (Jordan Valley Park Projects); and

WHEREAS, the City has agreed, as additional security for the Baseball Loan, to assign to the SCCDC all of its interest in the Phase One Lease by executing and delivering an Assignment Agreement of even date with the Financing Agreement; and

WHEREAS, the Bonds shall not be deemed to constitute a debt, liability or obligation of the City, the State or any political subdivision thereof, but the Bonds shall be payable solely from the revenues provided therefor and the SCCDC will not be obligated to pay the Bonds or the interest thereon except from the revenues provided therefor and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof shall be pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, the City Council finds and determines it is necessary and desirable, in connection with funding Phase One of the Baseball Stadium with the proceeds of the Baseball Loan and to current refund a portion of the Series 2002C Notes with the proceeds of the City Loan, that the City take certain actions and authorize the execution and delivery of certain documents and approve the execution of certain other documents as herein provided; and

WHEREAS, acting pursuant to the Charter, the City Council has adopted an ordinance (the "**Ordinance**") pursuant to which the City has (a) approved of the issuance of the Bonds by the SCCDC to assist the City in developing the Baseball Stadium and to current refund the Series 2002C Notes; (b) appropriated and set aside moneys sufficient to pay the Loan Payments under the Financing Agreement during the Initial Term; and (c) covenanted to accept reconveyance of the Baseball Stadium back from the SCCDC when all the Series 2002B Bonds have been fully paid; and

WHEREAS, on November 18, 2002, the SCCDC adopted a resolution (the "**Resolution**") pursuant to which the SCCDC is authorized (a) to execute this Indenture for the purpose of issuing and securing the Bonds and any Additional Bonds, as hereinafter provided, (b) to enter into the Financing Agreement and the Baseball Stadium Site Lease Agreement dated as of December 1, 2002 between the City and The Public Building Corporation of the City of Springfield, Missouri (the "**Site Lease**") and (c) to mortgage the Baseball Stadium to the Trustee for the benefit of the Holders of the Series 2002B Bonds, pursuant to a Baseball Stadium Future Advance Leasehold Deed of Trust dated as of December 1, 2002 (the "**Baseball Mortgage**"), by and among the Developers, as grantors, to the Trustee for the benefit of the bondholders; and

WHEREAS, to secure the payment of the Bonds, the SCCDC has assigned to the Trustee, for the benefit of all who may hereafter become purchasers of the Bonds, all of its right, title and interest under the Financing Agreement, the Baseball Mortgage, the Phase One Lease, the Site Lease and a pledge of the receipts therefrom pursuant to this Indenture; and

WHEREAS, all acts, conditions and things necessary to make the Bonds, when executed and issued by the SCCDC, authenticated by the Trustee and delivered, the legal, valid and binding limited obligations

of the SCCDC in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and to make this Indenture a valid and binding agreement for the security of the Bonds authenticated and delivered under this Indenture and the Ordinance, the legally binding limited obligation of the SCCDC, and for this Indenture to constitute a valid and legally binding pledge and assignment of the Trust Estate, herein defined, herein made for the security of the payment of the principal of, redemption premium, if any, and interest on the Bonds issued hereunder, have been done and performed and exist precedent to and in the execution and delivery of this Indenture, and the assignment of the Trust Estate, have happened, exist and have been performed as so required and all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding limited obligations of the SCCDC, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property and revenues herein made for the security of the payment of the principal of, redemption premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That the SCCDC, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds issued under this Indenture by the owners thereof, and the sum of $1.00 duly paid to the SCCDC by the Trustee, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the SCCDC of all the covenants, agreements and conditions herein and in the Bonds contained, whether expressed or implied, does hereby, subject to the terms and provisions of the Site Lease, bargain, sell, convey, mortgage, assign, pledge and grant, without recourse and irrevocably in trust, a security interest unto the Trustee, and its successors in trust and its assigns, forever, with power of sale, as security for the performance of the obligations of the SCCDC hereinafter set forth, all and singular, the property described in paragraphs 1, 2, 3, 4, 5 and 6 below (said property being herein referred to as the "**Trust Estate**"), to-wit:

1. All right, title and interest of the SCCDC in, to and under the Financing Agreement (except the SCCDC's rights to indemnity under the Financing Agreement), including, but not limited to, the right to enforce any of the terms thereof, and all Loan Payments, as required in Section 8.01 of the Financing Agreement, revenues and receipts derived by the SCCDC pursuant to the Financing Agreement (reserving to the SCCDC the right to reimbursement and payment of cost and expenses and to receive money for its own account under the Financing Agreement).

2. All right, title and interest, as the assignee of the City, in, to and under the Phase One Lease (except the City's rights to indemnity under the Phase One Lease), including, but not limited to, the right to enforce any of the terms thereof, and all Rent Payments, as required in Section 5.01 of the Phase One Lease, revenues and receipts derived by the City pursuant to the Phase One Lease (reserving to the City the right to reimbursement and payment of cost and expenses and to receive money for its own account under the Phase One Lease) which is assigned by the City as security for the Baseball Loan under the Financing Agreement.

3. All right, title and interest of the City, as the lessee for The Public Building Corporation of the City of Springfield, Missouri, in, to and under the Site Lease, including, but not limited to, the right to enforce any of the terms thereof and all revenues and receipts derived by the City pursuant to the Site Lease which is assigned by the City as security for the Baseball Loan under the Financing Agreement.

4. All right, title and interest of the SCCDC in, to and under the Guaranty, the Baseball Mortgage and the Agency Agreement, assigned pursuant to the Assignment Agreement by the SCCDC.

5. All right, title and interest of the SCCDC in, to and under the Trust Estate.

6. All moneys and securities, including proceeds, from time to time held by the Trustee under the terms of this Indenture, the Phase One Lease, the Financing Agreement, the Site Lease, the Baseball Mortgage and any and all other property, real, mixed or personal, of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by the SCCDC or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and the singular, the Trust Estate with all rights and privileges whether now owned or hereafter acquired, with all rights and privileges hereby conveyed, pledged and assigned, or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds issued and Outstanding under this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds, except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the SCCDC, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, redemption premium, if any, and interest on all of the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, respectively, according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in Section 1302 hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and any Paying Agent all sums of money due or to become due in accordance with the terms and provisions hereof, then upon such final payments, or deposits as herein provided, this Indenture and the rights hereby granted shall cease, conclude and be void; otherwise, this Indenture shall be and remain in full force and effect. In connection with the foregoing transfer, pledge and assignment, the SCCDC has delivered to, and deposited the proceeds of the issuance and sale of the Bonds with the Trustee for the purpose as herein set forth and the Trustee hereby acknowledges receipt of the proceeds, and acknowledges receipt of original executed counterparts of the Phase One Lease and the Financing Agreement whereby the Developers are required in the Phase One Lease to make the Rent Payments for the Lease Term and the City is required in the Financing Agreement to make the Loan Payments for the Loan Term and is required to make certain payments and deliver certain documents to the Trustee and the Trustee hereby agrees to each and all of the obligations, terms and provisions set forth in the Phase One Lease and the Financing Agreement applicable to it.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate thereof is to be held, dealt with and disposed of, and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, uses and purposes as hereinafter expressed, and the SCCDC has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Owners, from time to time of the Bonds, as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified.

"**Acceptable Collateral**" means Eligible Collateral tendered to the City by a Perfection Certificate in duplicate executed and delivered by the Guarantors describing Contributed Collateral proposed to be given to the Collateral Agent of an Agreed Value for acceptance by the City as Collateral and accompanied by supporting documentation, including but not limited to documents granting a Lien in favor of the Collateral Agent, title reports showing the fee simple title of such Contributed Collateral as being vested in the Guarantors and to be free and clear of liens excepted Permitted Encumbrances and a Contributed Collateral Appraisal. After review by the City of such Perfection Certificate, if the Perfection Certificate is found to be in proper form and the Contributed Collateral is determined to be Eligible Collateral supporting the Debt Rating objectives of the City, the City may issue an Acceptance Certificate in duplicate, one copy of which shall be delivered to the Guarantors and the other copy together with one of the duplicate copies of the Perfection Certificate and supporting documentation shall be delivered to the Collateral Agent. The other copy of the Perfection Certificate shall be retained by the City for its records. Following delivery of the Acceptance Certificate, Contributed Collateral shall be treated as Acceptable Collateral satisfactory to be analyzed as Collateral under the Guaranty.

"**Acceptance Certificate**" means the duplicate certificate issued by the City, signed by the City Manager and delivered to the Collateral Agent and the Guarantors accepting tendered Contributed Collateral as Acceptable Collateral.

"**Act**" means Chapter 355 of the Revised Statutes of Missouri, 1994, as amended.

"**Additional Bonds**" means any bonds issued pursuant to Section 209 of this Indenture.

"**Additional Payments**" means the fees and charges of the Trustee and reasonable expenses incurred by the Trustee in performance of its duties, fees or charges to the SCCDC under this Indenture or the Financing Agreement and any payments required to be made pursuant to Section 610 of this Indenture or due to a valuation deficiency in, or draw upon, the Reserve Funds and all other charges and costs which the City assumes or agrees to pay under the Financing Agreement.

"**Adjusted Equity**" means, with reference to the Acceptable Collateral, an amount determined by the Collateral Agent to equal at all times the following:

Until the first biannual Determination Date, as hereinafter defined, the Adjusted Equity of the Real Estate Collateral shall equal or exceed double the aggregate Outstanding principal amount of the Baseball Bonds less the amount on deposit in any Reserve Fund required for the Baseball Bonds, measured by the excess, if any, of the Fair Market Value of the Real Estate Collateral found to be Acceptable Collateral and referred to the Collateral Agent and for which a Deed of Trust and instruments of mortgage or assignment have been executed and delivered granting a Lien in favor of the Collateral Agent in the manner provided below, or, if Cash Collateral, in an amount not less than the aggregate Outstanding principal amount of the Baseball Bonds less the amount on deposit in any Reserve Fund allocable to such Baseball Bonds (which Adjusted Equity for Cash Collateral and for Real Estate Collateral is herein called the "**Adjusted Equity**

Requirement") and in the aggregate Adjusted Equity of all Collateral shall equal the aggregate Adjusted Equity Requirement (the "**Aggregate Adjusted Equity Requirement**").

If on a determination of Adjusted Equity the Real Estate Collateral which is in the possession of the Collateral Agent as Collateral under the Guaranty equals or exceeds the Aggregate Adjusted Equity Requirement, the Collateral Agent shall determine the Collateral satisfies the Aggregate Adjusted Equity Requirement and shall record or cause to be recorded or filed for record the Deed of Trust or other instrument tendered to create a Lien in favor of the Collateral Agent. If on a determination of Adjusted Equity the Collateral consisting of Cash Collateral which equals or exceeds the Aggregate Adjusted Equity Requirement, the Collateral Agent shall determine the Collateral tendered satisfies the Aggregate Adjusted Equity Requirement and shall record or file the instruments tendered to create a Lien in favor of the Collateral Agent.

Beginning with the determination to be made prior to the Closing Date and not less frequently than every two years thereafter (the "**Determination Date**"), the Collateral Agent will make the determination of the Adjusted Equity. If on such Determination Date the Collateral Agent determines the Adjusted Equity meets or exceeds the Aggregate Adjusted Equity Requirement, the Collateral shall be considered to be satisfactory but if on such Determination Date, the Collateral Agent determines the Collateral is less than the Aggregate Adjusted Equity Requirement, the Collateral Agent shall notify the City and the Guarantors of the determination and the amount of such deficiency in the Collateral and the Guarantors shall, within 10 days of such notification deliver to the City a Perfection Certificate or Perfection Certificates describing additional Eligible Collateral tendered by the Guarantors as Contributed Collateral. Upon receipt of the additional Perfection Certificate designating additional Contributed Collateral and the determination by the City that the Contributed Collateral is Acceptable Collateral, the Collateral Agent shall determine if the Collateral including the additional Contributed Collateral described in the additional Perfection Certificate satisfies the Aggregate Adjusted Equity Requirement and report the findings to the City, and the Guarantors. This process of tendering and review for acceptance shall continue until Acceptable Collateral is determined to be available by the Collateral Agent to meet the Aggregate Adjusted Equity Requirement. Once determined by the Collateral Agent, the determination of Adjusted Equity shall remain effective until the next Determination Date.

In making a determination or redetermination of the Adjusted Equity, the Collateral Agent shall consider the Fair Market Value of the Acceptable Collateral delivered as Collateral.

On the biannual redetermination of the Adjusted Equity, the Guarantor shall not be required to secure and deliver to the Collateral Agent a new or additional Appraisal provided the appraiser making the Appraisal can issue an update of the valuation opinion contained in the Contributed Collateral Appraisal or subsequent Appraisal which updated opinion shall be addressed to the Collateral Agent and shall certify a review has been made by the appraiser of the Acceptable Collateral described in the Perfection Certificate and state that no factors were discovered which would cause the appraiser to lower the opinion of valuation set forth in the Appraisal.

"**Agency Agreement**" means the Collateral Agent Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"**Aggregate Adjusted Equity Requirement**" means, as of any Determination Date, the aggregate of the Adjusted Equity of all Collateral as determined by the Collateral Agent, provided that if the Collateral consisting of Real Estate Collateral upon which the Guarantors have granted a Lien, the Aggregate Adjusted Equity Requirement shall be double the aggregate principal amount of any Baseball Bonds Outstanding but

if such Collateral is Cash Collateral, the Aggregate Adjusted Equity Requirement shall be an amount equal to the aggregate principal amount of any Baseball Bonds Outstanding.

"**Architect**" means an architect, engineer or firm of architects or engineers selected by the City and acceptable to the SCCDC and the Trustee and licensed by or permitted to practice in the State, which architect, engineer or firm of architects or engineers shall have no interest, direct or indirect, in the City and, in the case of an individual, shall not be an official or employee of the City and, in the case of a firm, shall not have a partner, member, director, officer or employee who is an official or employee of the City, it being understood that an arms-length contract with the City for the performance of architectural or engineering services shall not in and of itself be regarded as creating an interest in or an employee relationship with such entity and that the term Architect may include an architect or engineer or a firm of architects or engineers who otherwise meet the requirements of this definition and who also are under contract to construct the facility they design.

"**Authorized City Representative**" means the person at the time designated by ordinance of the City Council to act on behalf of the City as evidenced by written certificate furnished to the SCCDC and the Trustee containing the specimen signature of such person and signed on behalf of the City by the City Manager of the City. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative. In the event that all persons so designated become unavailable or unable to act and the City fails to designate a replacement within 10 days after such availability or inability to act, the Trustee may appoint an interim Authorized City Representative to act until an Authorized City Representative is appointed by the City.

"**Authorized Developers Representative**" means John Q. Hammons or such other person at the time designated by John Q. Hammons to act on behalf of the Developers as evidenced by written certificate furnished to the Trustee, the SCCDC and the City containing the specimen signature of such person and signed on behalf of the Developers by John Q. Hammons. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Developers Representative. In the event that all persons so designated become unavailable or unable to act and the Developers fail to designate a replacement within 10 days after such unavailability or inability to act, the Trustee may appoint an interim Authorized Developers Representative to act until an Authorized Developers Representative is appointed by the Developers.

"**Authorized SCCDC Representative**" means the President or Vice President of the SCCDC or such other person at the time designated by resolution of the Board of Directors of the SCCDC to act on behalf of the SCCDC as evidenced by written certificate furnished to the Trustee and the City containing the specimen signature of such person and signed on behalf of the SCCDC by its President or Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized SCCDC Representative. In the event that all persons so designated become unavailable or unable to act and the SCCDC fails to designate a replacement within 10 days after such unavailability or inability to act, the Trustee may appoint an interim Authorized SCCDC Representative to act until an Authorized SCCDC Representative is appointed by the SCCDC.

"**Baseball Bonds**" has the meaning given to that term in the Guaranty.

"**Baseball Lease**" means the Baseball Stadium Lease, Financing and Operating Agreement to be negotiated between the City and the Developers, in accordance with the Development Agreement, prior to the issuance of the second phase of the Baseball Bonds and pursuant to which the Developers will contract for the construction of the Baseball Stadium using the proceeds of the second baseball loan, or supplemented in accordance with the provisions thereof.

"**Baseball Loan**" means the loan of the proceeds of the Series 2002B Bonds made to the City by the SCCDC pursuant to the Financing Agreement.

"**Baseball Mortgage**" means the Baseball Stadium Future Advance Leasehold Deed of Trust, dated as of December 1, 2002, from John Q. Hammons and Juanita K. Hammons, husband and wife, and the John Q. Hammons Revocable Trust, as grantors, to the Trustee for the benefit of the bondholders, granting first liens on the leasehold estate and the Baseball Stadium to secure payment of the Series 2002B Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"**Baseball Site**" means the real estate currently owned by the City and legally described in Schedule 1 attached hereto.

"**Baseball Stadium**" means the baseball stadium and the entrance plaza to be constructed and equipped by the Developers under the Development Agreement and to be managed and operated hereunder on the Baseball Site (defined in the Phase One Lease) in accordance with the Minor League Facility Standards (defined in the Development Agreement), 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 the Team (to be defined in the Baseball Lease). The Baseball Stadium shall include all of the structures located within the perimeter of the walls of the Baseball Site which includes the field and berm fences but shall not include the contiguous parking.

"**Beneficial Owner**" means any person for which a Participant acquires an interest in any Bond.

"**Bonds**" means collectively the Series 2002B Bonds and the Series 2002C Bonds.

"**Bondowner**" or "**Owner**" or "**Registered Owner**" or any similar term, when used with reference to a Bond or Bonds Outstanding, means the person who shall be the Registered Owner of any Bond or Bonds Outstanding on the Bond Register.

"**Bond Counsel**" means the firm of Yates, Mauck, Bohrer, Elliff & Croessmann, P.C., Springfield, Missouri, or any other firm of attorneys with experience in matters relating to the issuance of obligations by states and political subdivisions, selected by the SCCDC and accepted by the Trustee and the City.

"**Bond Funds**" means collectively the Series 2002B Bond Fund and the Series 2002C Bond Fund.

"**Bond Payment Date**" means each date on which interest on, or both principal of and interest on, all or any of the Bonds shall be due and payable in accordance with their terms, whether at maturity or by acceleration or by call for redemption, so long as any of the Bonds shall be Outstanding.

"**Bond Proceeds**" means the net proceeds to the SCCDC from the issuance and sale of the Bonds to the Placement Agent.

"**Bond Purchase Agreement**" means the agreement dated December 17, 2002, between the SCCDC, the City and the Placement Agent.

"**Bond Register**" means the books for the registration, transfer and exchange of Bonds kept in the office of the Bond Registrar, pursuant to Section 206 hereof.

"**Bond Registrar**" means the Trustee, and any successors, assigns or delegates designated pursuant to this Indenture.

"**Business Day**" means any day on which (i) the Trustee or any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operation, and (ii) the New York Stock Exchange is open to the public for the conduct of business.

"**Cede & Co.**" means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"**Charter**" means the home rule charter of the City, adopted pursuant to Article VI, Section 19 of the Constitution of the State, authorizing the City to exercise all powers given it under the Constitution and the Revised Statutes of the State of Missouri and those powers possible for the legislature to grant, including the power to acquire, construct, purchase, maintain, dispose of and encumber real and personal property and any interest therein, including leases and easements.

"**City**" means the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and a political subdivision of the State organized and existing under its Charter, and its successors and assigns.

"**City Council**" means the City Council as the governing body of the City.

"**City Loan**" means the loan of the proceeds of the Series 2002C Bonds made to the City by the SCCDC pursuant to the Financing Agreement.

"**Closing Date**" means the date of delivery of and payment for the Bonds.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations, rulings and proclamations promulgated or proposed from time to time. References to the Code, or sections of the Code, shall include any applicable regulations and proposed regulations thereunder and any successor provisions to those sections, regulations or proposed regulations.

"**Collateral**" means the Eligible Collateral described in Perfection Certificates offered by the Guarantors as Contributed Collateral to provide security for the obligations of the Guarantors under the Guaranty and which is determined by the City to be Acceptable Collateral and is found by the Collateral Agent, in the aggregate with other Collateral held by the Collateral Agent, to satisfy the Collateral Requirement by having an Adjusted Equity sufficient to satisfy the Aggregate Adjusted Equity Requirement.

"**Collateral Agent**" means Commerce Bank, N.A., its successors and assigns, in its capacity as collateral agent under the Agency Agreement.

"**Completion Date**" means the date of completion of the design, demolition and excavation of Phase One of the Baseball Stadium, as certified to the City in accordance with the Phase One Lease.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of December 1, 2002, executed by the City, the SCCDC and the Trustee, a copy of which is attached as Appendix D to the Private Placement Memorandum.

"**Costs**" means all reasonable and necessary costs of the design, demolition and excavation of Phase One of the Baseball Stadium, including the following:

(a) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of planning the completion of Phase one of the Baseball Stadium, including the preparation of plans, drawings and specifications, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the Baseball Stadium and issuance of the Series 2002B Bonds;

(b) all costs and expenses of every nature incurred in the constructing of infrastructure improvements on the Baseball Stadium, including the actual costs of labor and materials, as payable to the contractors, builders and materialmen in connection with the completion of Phase One of the Baseball Stadium;

(c) the costs of any insurance and performance and payment bonds maintained during Phase One in accordance with the Phase One Lease;

(d) expenses of administration, supervision and inspection properly chargeable to the Baseball Stadium, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee and the Paying Agent to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Series 2002B Bonds or Phase One of the Baseball Stadium;

(e) all other items of expenses not elsewhere specified in this definition as may be necessary or incident to: (i) the authorization, issuance and sale of the Bonds; (ii) the design, demolition and excavation of Phase One of the Baseball Stadium; and (iii) the financing thereof; and

(f) reimbursement to the City or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Phase One Lease.

"**Cost of Issuance Account**" means the account so designated, created and established in the Project Fund pursuant to Section 501 of this Indenture.

"**Costs of Issuance**," includes, but is not limited to:

(a) underwriter's spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which the Bonds are expected to be sold to the public);

(b) counsel fees (including Bond Counsel, Placement Agent's counsel, SCCDC's counsel, City's counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Bonds);

(c) financial advisor fees of any financial advisor to the SCCDC or the City incurred in connection with the issuance of the Bonds;

(d) rating agency fees;

(e) Trustee and Paying Agent fees;

(f) accountant fees related to issuance of the Bonds;

(g) bond insurance premiums;

(h) printing costs (for the Bonds and of the preliminary and final private placement memorandums); and

(i) fees of the SCCDC incurred in connection with the issuance of the Bonds.

"**Debt Rating**" has the meaning given to that term in the Guaranty.

"**Deed of Trust**" means the instrument in the form required by the laws of the State or the laws of the State in which Real Estate Collateral is located to be used for the granting, perfection and recordation of a mortgage or deed of trust which secures an Obligation or Indebtedness, which shall be dated as of even date with the accompanying a Perfection Certificate and be executed by the Guarantors creating a lien for the benefit of the Guaranteed Parties in the Real Estate Collateral, as amended and supplemented in accordance with the terms thereof.

"**Default**" and "**Event of Default**" means any occurrence or event specified in the Phase One Lease or Article IX of this Indenture.

"**Defaulted Interest**" means interest on any Bond of any series which is payable, but not paid, on the due date.

"**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.

"**Eligible Collateral**" means either Cash Collateral or Real Estate Collateral described in the Perfection Certificate and such other types of Collateral which are found to be Acceptable Collateral by the City and which will not adversely affect the Debt Rating objectives of the City; provided that no item of Collateral shall constitute Eligible Collateral unless and until the Guarantors shall have good and marketable title to such Collateral or the right to pledge such Collateral pursuant to the terms of the Agency Agreement as confirmed by an opinion of counsel satisfactory to the Collateral Agent addressed to the Collateral Agent, free of all liens (other than the lien created by the Agency Agreement), an Appraisal, which may be a Contributed Collateral Appraisal, of Fair Market Value is available to the Collateral Agent and the appropriate Deed of Trust or mortgage instrument is delivered granting a Lien in favor of the Collateral Agent.

"**Event of Non-Appropriation**" means a non-renewal of any Phase One Lease or the City's failure, for any reason, to budget and appropriate, specifically with respect to the Financing Agreement, the failure to appropriate funds to make the Loan Payments and reasonable estimated Additional Payments under the Financing Agreement during the next Fiscal Year.

"**Exchange Agreement**" means the Exchange Agreement by and among the City and the Developers dated as of July 1, 2002.

"**Fiduciary**" means the Trustee or any successor Trustee.

"**Financing Agreement**" means the Financing Agreement dated as of December 1, 2002 by and between the SCCDC and the City and any supplements or amendments thereto.

"**Fiscal Year**" means any period of 12 consecutive months adopted by the City as its fiscal year for financial accounting and reporting purposes, which, as of the execution of this Indenture, commenced on July 1 and ended on June 30.

"**Funds**" means the Bond Funds, the Series 2002C Cost of Issuance Fund, the Project Fund and the Reserve Funds, all as established by Sections 602, 501, 604 and 603 of this Indenture.

"**Governmental Obligations**" means non-callable direct general obligations of, or obligations, the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"**Guarantors**" means the same parties as the Developers.

"**Guaranty**" means the Guaranty Agreement by the Developers by which the Loan Payments of the City for the Baseball Loan under the Financing Agreement are guaranteed, as amended and supplemented from time to time.

"**Indenture**" means this Trust Indenture dated as of December 1, 2002, by and between the SCCDC and the Trustee, or any supplement or amendment to this Indenture entered into by the SCCDC and the Trustee pursuant to Article XI of this Indenture.

"**Initial Term**" means the Lease Term commencing on July 1, 2002 and ending on the last day of the then current Fiscal Year of the City unless sooner terminated as provided therein.

"**Interest Payment Date**" means with respect to the Bonds, June 1 and December 1 of each year, beginning on June 1, 2003.

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

"**Lease Term**" means the period from the effective date of the Phase One Lease until the expiration thereof pursuant to Section 3.06 of the Phase One Lease.

"**Loan Payments**" means the payments to be made by the City under the Financing Agreement which are annually appropriated by the City Council each Fiscal Year.

"**Loan Term**" means the effective date of the Financing Agreement to the date all of the Bonds are paid in full.

"**Net Proceeds,**" when used with respect to any insurance or condemnation award, means the gross proceeds from any insurance or condemnation award, with respect to which that term is used, remaining after the payment of all expenses (including attorneys' fees, Trustee's fees and any expenses of the SCCDC, the City or extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

"**Ordinance**" means the Ordinance of the City Council authorizing the execution of this Indenture and authorizing the City to enter into the Phase One Lease, the Financing Agreement, the Site Lease and approving the issuance of the Bonds under this Indenture, and any other ordinance adopted by the City Council authorizing the execution, delivery and performance of the documents necessary to authorize the issuance of the Bonds.

"**Outstanding**" or "**Bonds Outstanding**" or "**Outstanding Bonds**" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore canceled by the Trustee after purchase in the open market or because of payment at or redemption prior to maturity or delivered to the Trustee for cancellation;

(b) Bonds for whose payment or redemption of which cash funds or Governmental Obligations or any combination thereof shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or Redemption Date of any such Bonds) the principal of and the interest on such Governmental Obligations, if any, when due, providing sufficient moneys to pay, with such other moneys so deposited with the Trustee, the principal and redemption premium of and interest on such Bonds being paid or redeemed; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or irrevocable arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to Section 205 of this Indenture;

(d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in Section 211 of this Indenture; and

(e) Bonds, the payment of the principal (or Redemption Price) of and interest on which cash or Governmental Obligations, or both, are held by the Trustee or other bank or trust company with the effect specified in Section 1302 of this Indenture.

"**Participant**" means any broker, dealer, bank or other financial institution from time to time for which the Securities Depository holds Bonds.

"**Paying Agent**" means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture to serve as a paying agency or place of payment for the Bonds, and any successors designated pursuant to this Indenture.

"**Permitted Encumbrances**" has the meaning given to that term in the Guaranty.

"**Permitted Investments**" means, if and to the extent the same are at the time legal for investment of funds held under this Indenture,

(a) United States Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

-- Export-Import Bank
-- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
-- General Services Administration
-- U.S. Maritime Administration
-- Small Business Administration
-- Government National Mortgage Association (GNMA)
-- U.S. Department of Housing & Urban Development (PHA's)
-- Federal Housing Administration

-- Federal Financing Bank;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

-- Senior debt obligations rated "Aaa" by Moody's and "AAA" by Standard & Poor's issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
-- Obligations of the Resolution Funding Corporation (REFCORP)
-- Senior debt obligations of the Federal Home Loan Bank System
-- Senior debt obligations of other Government Sponsored Agencies approved by the SCCDC;

(d) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks, including the Trustee and any of its affiliates, which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by Standard & Poor's and maturing no more than 360 calendar days after the date of purchase.

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by Standard & Poor's and which matures not more than 270 calendar days after the date of purchase;

(f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's;

(g) Pre-refunded Municipal Obligations defined as follows: Any obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the SCCDC prior to maturity or as to which irrevocable instructions have been given by the SCCDC to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Standard & Poor's or Moody's; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in clause (i) of the definition of "United States Government Obligations", which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Obligations or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Obligations or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(h) Municipal obligations rated "Aaa/AAA" or general obligations of states with a rating of at least "A2/A" or higher by both Moody's and Standard & Poor's;

(i) Investment agreements approved in writing by the SCCDC; and

(j) Other forms of investments (including repurchase agreements) approved in writing by the SCCDC.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"**Phase One**" means the first phase of the Baseball Stadium consisting of the design of the Baseball Stadium; demolition of improvements located on the Baseball Site and excavation thereon; reimbursing costs advanced in payment of cost on the Baseball Site, including acquisition costs; and discharging the purchase money lien on the Baseball Site created by the Developers prior to conveyance to the City.

"**Phase One Lease**" means the Phase One Baseball Stadium Lease Agreement date as of even date herewith between the City and the Developers pursuant to which the Developers contract for the acquisition, design and excavation of a portion of the Baseball Stadium using the proceeds of the Baseball Loan, as amended or supplemented in accordance with the provisions thereof. The parties intend to supplement the Phase One Lease with the Baseball Lease.

"**Placement Agent**" means Fahnestock & Co. Inc., Kansas City, Missouri, the placement agent of the Bonds.

"**Plans and Specifications**" means the Plans and Specifications showing the Baseball Stadium, as amended by the City from time to time prior to the Completion Date, the same being duly certified, by the Authorized City Representative, which Plans and Specifications are on file at City Hall and shall be available for reasonable inspection by the SCCDC, the Trustee and their duly appointed representatives.

"**Private Placement Memorandum**" means the Private Placement Memorandum dated December 19, 2002 relating to the Bonds.

"**Project Fund**" means the fund so designated, created and established pursuant to Section 602 of this Indenture.

"**Record Date**" means, with respect to any Interest Payment Date on the Bonds, the 15th day of the month (whether or not a business day) next preceding such Interest Payment Date.

"**Redemption Date**" means the date selected by the SCCDC upon instructions from the City as the date for redemption of the Bonds.

"**Redemption Price**" means, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof pursuant to this Indenture.

"**Rent Payments**" means the rent payments due from the Developers to the City on each Bond Payment Date during the Term and described in Section 6.01 of the Phase One Lease.

"**Reserve Funds**" means collectively the Series 2002B Reserve Fund and the Series 2002C Reserve Fund.

"**Resolution**" means the Resolution adopted by the Board of Directors of the SCCDC on November 18, 2002, pursuant to which the Bonds are to be issued.

"**SCCDC**" means the Springfield Center City Development Corporation, a public benefit nonprofit corporation organized and existing under the Act, and its successors and assigns.

"**Securities Depository**" means a person that is registered as a clearing agency under Section 17A of the Securities Exchange Act of 1934 or whose business is confined to the performance of the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934 for the purposes of Section 17A thereof.

"**Series 2002B Bond Fund**" means the fund so designated, created and established pursuant to Section 602 of this Indenture, containing an Interest Account, a Principal Account and a Redemption Account.

"**Series 2002B Bonds**" means the Taxable Revenue Bonds, Series 2002B (Jordan Valley Park - Baseball Stadium Project) issued in the aggregate principal amount of $6,130,000, authenticated and delivered under and pursuant to this Indenture.

"**Series 2002B Reserve Fund**" means the fund so designated, created and established pursuant to Section 604 of this Indenture.

"**Series 2002B Reserve Requirement**" means (a) for the Series 2002B Bonds, an amount equal to $306,500 and (b) for any Additional Bonds, the amount required to be established as a condition of issuance of such Additional Bonds.

"**Series 2002B Term Bonds**" means those Series 2002B Bonds of any series for which mandatory redemption payments are payable pursuant to Section 302 of this Indenture. With respect to the Series 2002B Bonds, Series 2002B Term Bonds means the Series 2002B Bonds maturing in the year 2028.

"**Series 2002C Bond Fund**" means the fund so designated, created and established pursuant to Section 602 of this Indenture, containing an Interest Account, a Principal Account and a Redemption Account.

"**Series 2002C Bonds**" means the Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project) issued in the aggregate principal amount of $5,470,000, authenticated and delivered under and pursuant to this Indenture.

"**Series 2002C Cost of Issuance Fund**" means the fund so designated, created and established pursuant to Section 502 of this Indenture.

"**Series 2002C Notes**" means the $5,000,000 Taxable Bond Anticipation Notes (Jordan Valley Park - Baseball Stadium Project) Series 2002C, dated September 23, 2002 issued by the SCCDC.

"**Series 2002C Reserve Fund**" means the fund so designated, created and established pursuant to Section 604 of this Indenture.

"**Series 2002C Reserve Requirement**" means (a) for the Series 2002C Bonds, an amount equal to $273,500 and (b) for any Additional Bonds, the amount required to be established as a condition of issuance of such Additional Bonds.

"**Series 2002C Term Bonds**" means those Series 2002C Bonds of any series for which mandatory redemption payments are payable pursuant to Section 302 of this Indenture. With respect to the Series 2002C Bonds, Series 2002C Term Bonds means the Series 2002C Bonds maturing in the year 2028.

"**Site Lease**" means the Baseball Stadium Site Lease Agreement dated as of December 1, 2002 between the City and The Public Building Corporation of the City of Springfield, Missouri, as owner and lessor of certain real property located within the City, as described more fully in Schedule 1 hereto, as from time to time amended and supplemented in accordance with the provisions thereof.

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

"**Supplemental Indenture**" means any trust indenture supplemental or amendatory to this Indenture entered into by the SCCDC and the Trustee pursuant to Article XI of this Indenture.

"**Supplemental Financing Agreement**" means any supplement or amendment to the Financing Agreement entered into pursuant to Article XI of the Financing Agreement.

"**Supplemental Lease**" means any supplement or amendment to the Phase One Lease entered into pursuant to Article XII of this Indenture.

"**Trustee**" means Commerce Bank, N.A., Kansas City, Missouri, its successors and assigns, and any co-trustee at the time serving as such under this Indenture and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"**Trust Estate**" means the property rights, money, securities and other amounts pledged and assigned to the Trustee pursuant to the Granting Clauses of this Indenture.

Section 102. 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 Indenture, unless the context otherwise requires:

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

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

(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 Indenture, even though such Governmental Obligation is evidenced only by a book entry or similar record of investment.

(e) References in this Indenture 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 Indenture 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" 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 Indenture.

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

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

ARTICLE II
THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as either "Springfield Center City Development Corporation, Taxable Revenue Bonds, Series 2002B (Jordan Valley Park - Baseball Stadium Project) in the aggregate principal amount of $6,130,000" or "Springfield Center City Development Corporation, Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project) in the aggregate principal amount of $5,470,000," as the case may be, with such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the SCCDC may determine. Additional Bonds are hereby authorized to be issued pursuant to Section 209 and Supplemental Indentures described in Article XI. Nothing contained herein shall be construed to limit the right of the SCCDC to issue any other obligations so long as the same are not a charge or lien on the Trust Estate and are separately secured.

Section 202. Form, Denomination, Lettering and Dating. The Bonds shall be issuable in the form of fully registered Bonds, without coupons, in the denominations of $100,000 or any integral multiple of $5,000 in excess thereof. The Series 2002B Bonds shall be lettered "BR-" and shall be numbered from "1" upward or in a manner determined by the Bond Registrar and the Series 2002C Bonds shall be lettered "CR-" and shall be numbered from "1" upward or in a manner determined by the Bond Registrar. The Bonds shall be substantially in the forms hereinafter set forth in Article IV of this Indenture with such appropriate variations, omissions and insertions as are required by this Indenture, and may have such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the SCCDC.

The Bonds shall be dated as of December 19, 2002. The Bonds issued after the original issue date shall be dated as of the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such authentication date shall be an Interest Payment Date, in which case such Bonds shall be dated as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such Bonds, in which case such Bonds shall be dated as of December 19, 2002;

provided, however, that if interest on any Bonds shall be in default at the time of authentication of any Bonds issued in lieu of Bonds surrendered for transfer or exchange, such Bonds shall be dated as of the date to which interest has been paid in full on the Bonds surrendered.

The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with this Indenture as may be necessary or desirable and as may be determined by an Authorized SCCDC Representative prior to their authentication and delivery.

Section 203. Nature of Obligations. The Series 2002B Bonds and the interest thereon shall be limited obligations of the SCCDC payable solely out of the Loan Payments, revenues and receipts derived by the SCCDC pursuant to the Financing Agreement (including, in certain circumstances, Bond Proceeds and income from temporary investment thereof, moneys on deposit in the Series 2002B Reserve Fund and proceeds from insurance and condemnation awards) and are secured by a pledge and assignment of the Trust Estate to the Trustee and in favor of the Owners of the Series 2002B Bonds, as provided in this Indenture. The Series 2002C Bonds and the interest thereon shall be limited obligations of the SCCDC payable from Loan Payments, revenues and receipts derived by the SCCDC pursuant to the Financing Agreement (including, in certain circumstances, Bond Proceeds and income from temporary investment thereof and moneys on deposit in the Series 2002C Reserve Fund) and are secured by a pledge and assignment of the Trust Estate to the Trustee and in favor of the Owners of the Series 2002C Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt of the SCCDC or the State and neither said SCCDC nor said State shall be liable thereon, or a pledge of the faith and credit or taxing power of the SCCDC, or the State, or any political subdivision thereof and the Bonds shall not constitute an indebtedness or a moral obligation within the meaning of any constitutional or statutory debt limitation or restriction. Neither the SCCDC nor any person executing the Bonds shall be liable personally on the Bonds.

No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation herein or therein imposed upon the SCCDC, or the breach thereof, shall constitute or give rise to or impose upon the SCCDC a pecuniary liability or a charge upon its general credit. In making the agreements, provisions and covenants set forth in this Indenture, the SCCDC has not obligated itself except with respect to Phase One of the Baseball Stadium and the refunding of the Series 2002C Notes, to the extent of moneys provided from the proceeds of the Bonds, and the application of the payments, rents, revenues and receipts therefrom as hereinabove provided. Neither the President or Vice President of the SCCDC nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 204. Method and Place of Payment. The Trustee is hereby designated the Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Bonds (hereinafter referred to as the "**Paying Agent**"). The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal of and premium, if any, on the Bonds are payable upon presentation and surrender thereof when due at the principal corporate trust office of the Trustee or at the principal corporate trust office of the Paying Agent or at the principal office of any successor Trustee or bond registrar, the Registered Owner or transferee thereof.

Interest on the Bonds shall be paid by check or draft mailed to the person in whose name a Bond is registered at the address as it appears on the registration books maintained by the Bond Registrar on behalf of the SCCDC, at the close of business on the Record Date preceding each Bond Payment Date, irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Bond Payment Date, unless an Event of Default shall occur with respect to such payment. In the event of any such Default,

such Defaulted Interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such Defaulted Interest established by notice mailed by the Bond Registrar on behalf of the SCCDC to the Owners of Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the person in whose name the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

Section 205. Execution and Authentication of Bonds. The Bonds shall be executed in the name and on behalf of the SCCDC by the manual signature of the President or a Vice President of the SCCDC and attested by the manual signature of its Secretary or an Assistant Secretary of the SCCDC and shall have the corporate seal of the SCCDC affixed thereto. In case any officer whose signature appears on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers of the SCCDC to sign such Bond, although at the date of executing this Indenture, such persons may not have been such officers.

Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Section 402 hereof, which shall be manually executed by the Trustee, shall be entitled to the rights, benefits and security of this Indenture. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee or authenticating agent. Such executed certificate of authentication by the Trustee upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

Section 206. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Trustee is hereby appointed Bond Registrar and as such shall maintain the books of the SCCDC for the registration and transfer of ownership of each Bond as provided in this Indenture.

The Owner of any Bond may surrender the same to the Trustee as Bond Registrar, in exchange for an equal aggregate principal amount of Bonds of the same series of any of the authorized denominations, in the manner provided herein.

At reasonable times and under reasonable regulations established by the Bond Registrar, the registration books may be inspected by the SCCDC, the Trustee or the Bondowners.

The Bonds may be transferred upon the registration books upon delivery to the Bond Registrar of such Bonds, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Owner of the Bonds to be transferred or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds. No transfer of any Bond shall be effective until entered on the registration books maintained by the Bond Registrar.

In all cases of the transfer of a Bond, the Trustee shall enter the transfer of ownership in the registration books and at the earliest practicable time in accordance with the provisions of this Indenture shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive. The Bond Registrar may make a charge to the Owner of the Bonds for every

such transfer of a Bond sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Bond shall be delivered.

The SCCDC and the Bond Registrar shall not be required (i) to issue or transfer any Bonds during a period beginning at the opening of business on the Record Date next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given, or (ii) to transfer any Bonds selected or called for redemption in whole or in part.

New Bonds delivered upon any transfer shall be valid special limited obligations of the SCCDC, evidencing the same debt as the Bond or Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond or Bonds surrendered.

The SCCDC, the Trustee, the Bond Registrar and any additional Paying Agent may treat the Registered Owner of any Bond as the absolute Owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the SCCDC, the Trustee, the Bond Registrar or any additional Paying Agent.

Upon any such transfer, the SCCDC shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture in an aggregate principal amount equal to the principal amount of such Bond, of the same series and maturity and bearing interest at the same rate.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the person in whose name the Bond is registered shall be deemed and regarded by the SCCDC, the Trustee and the Paying Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof or on account thereof and for all purposes, and payment of or on account of the principal of and redemption premiums, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Delivery of the Bonds. There shall be issued under and secured by this Indenture (a) the Series 2002B Bonds in the aggregate principal amount of $6,130,000 for the purpose of providing funds to (i) pay the Costs of completion of Phase One of the Baseball Stadium, (ii) fund a Series 2002B Reserve Fund, (iii) fund capitalized interest and (iv) pay certain Costs of Issuance and (b) the Series 2002C Bonds in the aggregate principal amount of $5,470,000 for the purpose of providing funds to (i) current refund the Series 2002C Notes, (ii) fund a Series 2002C Reserve Fund and (iii) pay certain Costs of Issuance.

The Series 2002B Bonds shall become due on June 1 in the years and in the respective amounts (subject to prior redemption as hereinafter provided) and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) payable semiannually on June 1 and December 1 of each year from the date of such Series 2002B Bonds, commencing on June 1, 2003 from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate or rates per annum hereinafter set forth, until the principal or redemption premium, if any, on the Series 2002B Bonds is paid and shall mature as follows:

$6,130,000 7.520% Term Bond due June 1, 2028.

The Series 2002C Bonds shall become due on June 1 in the years and in the respective amounts (subject to prior redemption as hereinafter provided) and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) payable semiannually on June 1 and December 1 of each year from the date of such Series 2002C Bonds, commencing on June 1, 2003 from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate or rates per annum hereinafter set forth, until the principal or redemption premium, if any, on the Series 2002C Bonds is paid and shall mature as follows:

$5,470,000 7.520% Term Bond due June 1, 2028.

The Bonds shall be executed in substantially the form set forth in Article IV hereof and shall be delivered to the Trustee for authentication. Prior to or simultaneously with the initial authentication and delivery of the Bonds by the Trustee, there was filed with the Trustee the following:

(a) A copy, duly certified by the Secretary or Assistant Secretary of the SCCDC of the Resolution of the SCCDC duly adopted by its Board of Directors authorizing the issuance, execution, delivery and performance of the Bonds and the execution, delivery and performance of among other documents, the Phase One Lease, the Financing Agreement, the Site Lease and this Indenture;

(b) A copy, duly executed by the City Clerk or a Deputy City Clerk of the City of the Ordinance duly adopted and approved by the City authorizing the execution and delivery of the Phase One Lease, the Financing Agreement, the Site Lease and approving this Indenture, directing the issuance and sale of the Bonds and the use of the Private Placement Memorandum;

(c) Payment in a form acceptable to the SCCDC and the Trustee from or on behalf of the purchasers of the Bonds, in an amount equal to the purchase price of the Bonds, including accrued interest on the Bonds to the date of authentication and delivery;

(d) A copy duly certified by the Authorized SCCDC Representative of the actions of the SCCDC authorizing the execution, delivery and performance of, among other things, the Phase One Lease, the Financing Agreement and this Indenture;

(e) An original executed counterpart of this Indenture;

(f) An original executed counterpart of the Site Lease;

(g) An original executed counterpart of the Phase One Lease;

(h) An original executed counterpart of the Financing Agreement;

(i) An original executed counterpart of the Guaranty;

(j) An original executed counterpart of the Baseball Mortgage;

(k) An opinion of Bond Counsel stating in the opinion of such Bond Counsel that the SCCDC has duly authorized and is entitled to issue the Bonds and upon the execution, authentication and delivery thereof, the Bonds will be duly and validly issued and will constitute valid and binding limited obligations of the SCCDC;

(l) A request and authorization to the Trustee, on behalf of the SCCDC, executed by an Authorized SCCDC Representative, to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the SCCDC, of the purchase price thereof. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the names of the purchasers and the amount of such purchase price; and

(m) Such other certificates, statements, receipts and documents as the Trustee reasonably requires for the delivery of the Bonds.

When the documents mentioned in clauses (a) to (m), inclusive, of this Section are filed with the Trustee, and when the Bonds are executed and authenticated as required by this Indenture, the Trustee will deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of the Bonds. The proceeds of the sale of the Bonds, including accrued interest and premium thereon, if any, will be immediately paid over to the Trustee, and the Trustee will deposit and apply such proceeds as provided in Articles V and VI of this Indenture.

Section 209. Authorization of Additional Bonds.

(a) So long as no Event of Default has occurred and is continuing and so long as there exist no other encumbrances against the Trust Estate, the lien of which would be prior to the lien of an instrument securing any Additional Bonds, other than Permitted Encumbrances, Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds to pay all or any part of the cost of purchase, construction or equipping of additions to or expansions of or remodeling or modification of, or any part of the cost of completion of Phase One of the Baseball Stadium and to pay interest during the period of completion of such improvements.

Before any Additional Bonds shall be issued under the provisions of this Section, the SCCDC shall adopt a resolution authorizing the issuance of such Bonds, fixing the amount thereof and describing in brief and general terms the purpose or purposes for which such Bonds are being issued, authorizing the SCCDC to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds, and, if required, authorizing the SCCDC to enter into a Supplemental Lease or a Supplemental Financing Agreement, as the case may be, to provide for payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the construction, equipping or installation of any such addition, expansion, remodeling or modification as a part of the Baseball Stadium, for the inclusion of any such addition, expansion or modification as a part of the Baseball Stadium, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the SCCDC, is not to the prejudice of the SCCDC or the Owners of the Bonds previously issued; and, if required, authorizing the SCCDC to execute an instrument of security subjecting additional property to the lien of this Indenture for the security of the Bondowners.

Such Additional Bonds shall have the same designation as the Bonds, except for an identifying series letter or date, shall be stated to mature in such year or years, shall be numbered, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of Article III of this Indenture) all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be secured on a parity with and shall be entitled to the same benefit and security of

this Indenture as the Bonds and any other Additional Bonds. The Trustee is hereby authorized to take any actions and execute and deliver any agreement or other documents to place the priority of any instrument of security securing the payment of the Additional Bonds on parity with the Bonds.

Such Additional Bonds shall be executed substantially in the form and manner set forth in Article IV hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bonds by the Trustee, there shall be filed with the Trustee the following:

(i) A copy, certified by the Secretary or Assistant Secretary of the SCCDC, of the resolution adopted by the Board of Directors of the SCCDC authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture, Supplemental Lease or Supplemental Financing Agreement, as the case may be.

(ii) A copy, certified by the City Clerk or Deputy City Clerk of the City, of the ordinance adopted and approved authorizing the execution and delivery of the Supplemental Lease or the Supplemental Financing Agreement, as the case may be, approving such Supplemental Indenture and the sale of the Additional Bonds.

(iii) A check or confirmation of wire transfer payable in immediately available funds from or on behalf of the purchaser of the Additional Bonds equal to the purchase price for the Additional Bonds together with accrued interest on the Additional Bonds from their dated date to the date of authentication and delivery.

(iv) An original executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds.

(v) An original executed counterpart of the Supplemental Lease or the Supplemental Financing Agreement, as the case may be, if required.

(vi) A request and authorization to the Trustee, on behalf of the SCCDC, executed by an Authorized SCCDC Representative, to authenticate the Additional Bonds and to deliver said Additional Bonds to the purchasers therein identified. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the names of the purchasers and the amount of such purchase price.

(vii) A title insurance policy, if a Supplemental Lease is involved, dated as of the date of issuance of the Additional Bonds showing there are no encumbrances other than those permitted by this Section 209 and in form otherwise acceptable to the Trustee.

(viii) An original executed counterpart of a supplemental guaranty, if a Supplemental Financing Agreement is involved, dated as of the date of the issuance of the Additional Bonds collateralized with collateral approved by the City Manager of the City.

When the documents mentioned in clauses (i) to (viii), inclusive, of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in Articles V and VI hereof and in the indenture authorizing the issuance of such Additional Bonds.

Except as provided in this Section 209, the SCCDC will not otherwise issue any obligations on a parity with the Bonds, but the SCCDC may issue other obligations specifically subordinate and junior to the Bonds.

(b) Notwithstanding the foregoing provisions of this Section 209, the SCCDC may issue Additional Bonds secured on a parity with the Series 2002B Bonds provided: (i) the Additional Bonds are issued prior to December 1, 2004 and (ii) the aggregate principal amount of Additional Bonds is limited in amount to not more than an additional $25,000,000. In order to issue such Additional Bonds, the City shall deliver to the SCCDC a certificate stating (1) that no event of default under the Financing Agreement or the Phase One Lease has occurred and is continuing and that no even has occurred and is continuing which with the lapse of time or giving notice, or both, would constitute such an event of default and (2) stating the purpose for which such Additional Bonds are being issued and accompanied by the supplemental guaranty collateralized as provided in the certificate.

Section 210. Temporary Bonds. Without unreasonable delay, the SCCDC shall cause Bonds to be prepared, executed and delivered to the Trustee, which Bonds shall be fully engraved (as that term is customarily used) or lithographed or printed on steel engraved borders.

Until definitive Bonds of any series are ready for delivery, and if no request for definitive Bonds is made by the Owner, the SCCDC may execute, and upon request of the SCCDC, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, temporary printed, engraved, lithographed, typewritten or otherwise produced Bonds, in the form of fully registered Bonds in denominations of $100,000 or any integral multiple of $5,000 in excess thereof as the SCCDC may provide, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

Until definitive Bonds are ready for delivery, any temporary Bond may, if so provided by the SCCDC, be exchanged at the principal corporate trust office of the Trustee, without charge to the Owner thereof, for an equal aggregate principal amount of temporary fully registered Bonds, of like tenor, of the same maturity and bearing interest at the same rate. Until so exchanged, as herein provided, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 211. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the SCCDC may execute, and the Trustee may authenticate and deliver, a new Bond of like series, date, maturity, denomination and interest rate, as that of the Bond mutilated, lost, stolen or destroyed; provided, however, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and, in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the SCCDC and the Trustee evidence of such loss, theft or destruction satisfactory to the SCCDC and the Trustee, together with indemnity satisfactory to them to save each of them harmless. In the event any such Bond shall be about to mature or shall have matured or been called for redemption, instead of issuing a duplicate Bond, the SCCDC may pay or authorize the payment of the same without surrender thereof (except in the case of a mutilated Bond). Upon the issuance of any substitute Bond, the SCCDC and the Trustee may charge the Owner of such Bond their reasonable fees and expenses for extraordinary services in connection therewith. All duplicate Bonds issued pursuant to this Section shall constitute original, additional contractual obligations of the SCCDC, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and shall be entitled to equal and proportionate rights and benefits hereunder as all other Outstanding Bonds issued hereunder. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds.

Section 212. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 211 hereof or transfer pursuant to Section 206 hereof, such Bond shall be canceled and destroyed by the Trustee or the Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the SCCDC and the City.

Section 213. List of Bondowners. The Trustee, under the terms of this Article, will keep at the principal corporate trust office of the Trustee a list of names and addresses of the Owner of all Bonds fully registered on the registration books of the SCCDC maintained by the Trustee as Bond Registrar. The SCCDC shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the SCCDC or by the Owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 214. Book-Entry Only Issuance. The Bonds shall initially be registered on the Bond Register maintained by the Trustee in the name of Cede & Co. and Beneficial Owners will not receive certificates representing their interest in the Bonds, except in the event of issuance of replacement bonds, as provided below. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit notices with respect to payments of principal of, premium, if any, and interest on the Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the Beneficial Owners as described below.

If the SCCDC determines (a) that the Securities Depository is unable to properly discharge its responsibilities, or (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (c) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds or if the Trustee receives written notice from Participants having interests aggregating not less than 50% of the principal amount of all Bonds Outstanding, as shown on the records of Securities Depository (and certified to such effect by the Securities Depository), that the continuation of the book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interest of the Beneficial Owners of the Bonds, then the Trustee shall notify the Bondowners of such determination or such notice and of the availability of bonds to Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary and appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a) or (b) above, the SCCDC, with the consent of the Trustee, may select a successor securities depository in accordance with Section 215 hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the SCCDC, the Trustee or Bondowners are unable to locate a qualified successor to the Securities Depository in accordance with Section 215 hereof, then the Trustee shall execute and cause delivery of replacement bonds to the Bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing replacement bonds shall be paid for by the SCCDC.

Section 215. Succession of Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the SCCDC may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee, upon its receipt of a Bond or Bonds for cancellation, shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III
REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Bonds Generally. The Bonds are subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of Bonds.

(a) **Mandatory Sinking Fund Redemption - Series 2002B Bonds.** The Series 2002B Bonds, including portions thereof, maturing in the year 2028 shall be subject to the mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section, on or after June 1, 2005, at the principal amount thereof plus accrued interest thereon to the Redemption Date, without premium. The Loan Payments under the Financing Agreement which are deposited into the Series 2002B Bond Fund shall be sufficient to redeem, and the SCCDC shall redeem, on June 1, in each of the following years, the following principal amount of such Series 2002B Term Bonds:

SERIES 2002B TERM BONDS

Maturity	Principal Amount	Interest Rate
2005	$100,000	7.520%
2006	105,000	7.520
2007	115,000	7.520
2008	120,000	7.520
2009	130,000	7.520
2010	140,000	7.520
2011	150,000	7.520
2012	165,000	7.520
2013	175,000	7.520
2014	190,000	7.520
2015	200,000	7.520
2016	220,000	7.520
2017	235,000	7.520
2018	250,000	7.520
2019	270,000	7.520

2020	290,000	7.520
2021	315,000	7.520
2022	335,000	7.520
2023	360,000	7.520
2024	390,000	7.520
2025	420,000	7.520
2026	450,000	7.520
2027	485,000	7.520
2028	520,000	7.520

* Final Maturity

The Trustee shall, in each year in which Series 2002B Term Bonds are to be redeemed pursuant to the terms of this subparagraph (a), make timely selection of such Series 2002B Term Bonds or portions thereof to be redeemed by lot in $100,000 units of principal amount or any integral multiple of $5,000 in excess thereof in such equitable manner as the Trustee may determine and shall give notice thereof as provided in Section 305 of this Article without further instructions from the SCCDC or the City. The Trustee may, upon instructions from the City, use moneys on hand in the Series 2002B Bond Fund at any time after June 1, 2005 to purchase Series 2002B Term Bonds in the open market at a price not in excess of their principal amount and each Series 2002B Term Bond so purchased shall be credited at 100% of the principal amount thereof on the obligation of the SCCDC to redeem Series 2002B Term Bonds of the same maturity on the next mandatory Redemption Date applicable to Series 2002B Term Bonds of such maturity and the principal amount of Series 2002B Term Bonds of such maturity to be redeemed by the operation of this subparagraph (a) shall be reduced accordingly.

(b) **Mandatory Sinking Fund Redemption - Series 2002C Bonds.** The Series 2002C Bonds, including portions thereof, maturing in the year 2028 shall be subject to the mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section, on or after June 1, 2004, at the principal amount thereof plus accrued interest thereon to the Redemption Date, without premium. The Loan Payments under the Financing Agreement which are deposited into the Series 2002C Bond Fund shall be sufficient to redeem, and the SCCDC shall redeem, on June 1, in each of the following years, the following principal amount of such Series 2002C Term Bonds:

SERIES 2002C TERM BONDS

Maturity	Principal Amount	Interest Rate
2004	$ 80,000	7.520%
2005	85,000	7.520
2006	95,000	7.520
2007	100,000	7.520
2008	105,000	7.520
2009	115,000	7.520
2010*	125,000	7.520
2011	135,000	7.520
2012	145,000	7.520
2013	155,000	7.520
2014	165,000	7.520
2015	180,000	7.520

2016	190,000	7.520
2017	205,000	7.520
2018	220,000	7.520
2019	240,000	7.520
2020	255,000	7.520
2021	275,000	7.520
2022	295,000	7.520
2023	320,000	7.520
2024	340,000	7.520
2025	370,000	7.520
2026	395,000	7.520
2027	425,000	7.520
2028	455,000	7.520

* Final Maturity

The Trustee shall, in each year in which Series 2002C Term Bonds are to be redeemed pursuant to the terms of this subparagraph (b), make timely selection of such Series 2002C Term Bonds or portions thereof to be redeemed by lot in $100,000 units of principal amount or any integral multiple of $5,000 in excess thereof in such equitable manner as the Trustee may determine and shall give notice thereof as provided in Section 305 of this Article without further instructions from the SCCDC or the City. The Trustee may, upon instructions from the City, use moneys on hand in the Series 2002C Bond Fund at any time after June 1, 2004 to purchase Series 2002C Term Bonds in the open market at a price not in excess of their principal amount and each Series 2002C Term Bond so purchased shall be credited at 100% of the principal amount thereof on the obligation of the SCCDC to redeem Series 2002C Term Bonds of the same maturity on the next mandatory Redemption Date applicable to Series 2002C Term Bonds of such maturity and the principal amount of Series 2002C Term Bonds of such maturity to be redeemed by the operation of this subparagraph (b) shall be reduced accordingly.

(c) **Optional Redemption - Series 2002B Bonds.** The Series 2002B Bonds maturing in the year 2018 and thereafter shall be subject to optional redemption and payment prior to maturity, at the option of the SCCDC, upon instruction from the City, on and after December 1, 2017, in whole at any time or in part on any Interest Payment Date, in inverse order of maturity, and by lot within a single maturity, at the respective Redemption Prices (expressed as percentages of principal amount as set forth below) plus accumulated interest thereon to the date of redemption and payment:

Redemption Dates (Both Inclusive)	Redemption Prices
December 1, 2017 through November 30, 2018	104%
December 1, 2018 through November 30, 2019	103
December 1, 2019 through November 30, 2020	102
December 1, 2020 through November 30, 2021	101
December 1, 2021 and thereafter	100

from time to time on any Bond Payment Date at the principal amount thereof plus accrued interest to the Redemption Date without premium.

(d) **Optional Redemption - Series 2002C Bonds.** The Series 2002C Bonds maturing in the year 2018 and thereafter shall be subject to optional redemption and payment prior to maturity, at the option

of the SCCDC, upon instruction from the City, on and after December 1, 2017, in whole at any time or in part on any Interest Payment Date, in inverse order of maturity, and by lot within a single maturity, at the respective Redemption Prices (expressed as percentages of principal amount as set forth below) plus accumulated interest thereon to the date of redemption and payment:

Redemption Dates (Both Inclusive)	Redemption Prices
December 1, 2017 through November 30, 2018	104%
December 1, 2018 through November 30, 2019	103
December 1, 2019 through November 30, 2020	102
December 1, 2020 through November 30, 2021	101
December 1, 2021 and thereafter	100

from time to time on any Bond Payment Date at the principal amount thereof plus accrued interest to the Redemption Date without premium.

(e) **Extraordinary Optional Redemption - Series 2002B Bonds.** All or a portion of the Series 2002B Bonds shall be subject to redemption prior to the stated maturity thereof, at the option of the SCCDC, upon instructions from the City, as a whole or in part on any date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without premium, upon the occurrence of any of the following conditions or events, but in the event of condemnation or title defect, only to the extent of Net Proceeds resulting therefrom:

(i) if title to, or use for a limited period of, substantially all of Phase One of the Baseball Stadium is condemned by any authority having the power of eminent domain;

(ii) if title to substantially all of Phase One of the Baseball Stadium is found to be deficient or non-existent to the extent that the efficient utilization of Phase One of the Baseball Stadium by the SCCDC is impaired; or

(iii) if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States of America, or by reason of any action instituted in any court, the Phase One Lease, the Financing Agreement or the Site Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the SCCDC or the City.

(f) **Extraordinary Optional Redemption - Series 2002C Bonds.** All or a portion of the Series 2002C Bonds shall be subject to redemption prior to the stated maturity thereof, at the option of the SCCDC, upon instructions from the City, as a whole or in part on any date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without premium, if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States of America, or by reason of any action instituted in any court, the Financing Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the SCCDC or the City.

Notwithstanding anything to the contrary herein contained, the Bonds shall be redeemed only from and to the extent of funds deposited with the Trustee by the City or the SCCDC and available for such purpose.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in the principal amount of $100,000 or any integral multiple of $5,000 in excess thereof. When less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity pursuant to Section 302 hereof, such Bonds shall be redeemed in inverse order of maturity. Bonds of less than a full maturity are to be selected by the Trustee by lot in $100,000 units of face value or any integral multiple of $5,000 in excess thereof in such equitable manner as the Trustee may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $100,000 are then Outstanding, then for all purposes in connection with such redemption, each $100,000 of face value shall be treated as though it were a separate Bond of the denomination of $100,000. If it is determined that one or more, but not all, of the $100,000 unit of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such $100,000 unit or units, the Owner of such Bond or his duly authorized agent shall forthwith present and surrender such Bond to the Trustee (i) for payment of the Redemption Price (including the premium, if any, and interest to the date fixed for redemption) of the $100,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than $100,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall nevertheless, become due and payable on the Redemption Date to the extent of the $100,000 unit or units of face value called for redemption (and to that extent only).

(c) Except in the case of redemption pursuant to the mandatory redemption provisions, the Bonds shall be redeemed only by written notice from the SCCDC to the Trustee, given at the direction of the City, or by written notice from the SCCDC to the Trustee on behalf of the City. Such notice shall specify the place or places where the amounts due upon redemption are payable, the Redemption Date and the principal amount of each maturity of Bonds to be redeemed, and shall be given not more than 45 days and at least 30 days prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee. Notice of such redemption shall be given by the Trustee to the Owners as provided in Section 305 hereof, after there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the Redemption Price thereof, plus interest accrued to the Redemption Date, all of the redeemable Bonds for which notice of redemption has been given.

Section 304. Trustee's Duty to Redeem Bonds.

(a) The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in Section 305 hereof upon receipt by the Trustee at least 45 days prior to the Redemption Date of a written request of the SCCDC with instructions from the City. Such request shall specify the principal amount of Bonds and their maturities to be called for redemption, the applicable Redemption Price or prices and the above mentioned provision or provisions pursuant to which such Bonds are to be called for redemption. The Trustee shall be entitled to rely conclusively on such written request in exercising its duty to give notice of the call for such redemption as provided in Section 305 hereof.

(b) Reference is hereby made to Section 6.03 of the Phase One Lease, wherein the City is given the right to direct the SCCDC and the Trustee to redeem Series 2002B Bonds under certain circumstances,

to the extent there are Series 2002B Bonds subject to redemption at the option of the SCCDC under the foregoing provisions of this Article. The SCCDC and the Trustee shall comply with any direction of the City given pursuant to said Section 6.03 of the Phase One Lease upon satisfaction of the conditions specified therein precedent to the SCCDC's right to direct such a redemption.

Section 305. Notice of Redemption. Notice of the call for redemption of the Bonds shall identify (i) the Bonds or portions thereof to be redeemed, (ii) the Redemption Price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Trustee or the Bond Registrar, in the name of the SCCDC, by mailing a copy of the notice of redemption, by first class mail (postage prepaid) not more than 45 days and at least 30 days prior to the date fixed for redemption to the Placement Agent of the Bonds and to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Bond Registrar. Any notice of redemption shall state the date and place of redemption, the series, maturities and number of the Bonds or portions of fully registered Bonds to be redeemed (and in the case of the redemption of a portion of any fully registered Bond the principal amount thereof being redeemed), the Redemption Price and that interest will cease to accrue from and after the Redemption Date.

Any notice given as provided in this Section 305 shall be conclusively presumed to have been duly given, whether or not the Owner of such Bonds receives the notice.

Section 306. Payment of Redeemed Bonds. Notice having been mailed in the manner specified in Section 305 hereof, the Bonds or portions of Bonds called for redemption shall become due and payable on the Redemption Date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the Redemption Price, plus interest accrued to the Redemption Date.

If moneys for redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the Redemption Date, are held by the Trustee or any Paying Agent on the Redemption Date so as to be available therefor on that date, and if notice of redemption shall have been deposited in the mail as aforesaid, then from and after the Redemption Date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered Outstanding hereunder. If those moneys shall not be so available on the Redemption Date, or notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the rate as they would have borne had they not been called for redemption.

All moneys deposited in the Bond Funds and held by the Trustee or a Paying Agent for the redemption of particular Bonds shall be held in trust for the account of the Owners thereof and shall be paid to them upon presentation and surrender of those Bonds.

ARTICLE IV
FORM OF BONDS

Section 401. Forms Generally. The Bonds, and the Trustee's certificate of authentication endorsed thereon, shall be, respectively, in substantially the forms set forth in this Article IV. Any Additional Bonds and the Trustee's certificate of authentication to be endorsed thereon shall also be in substantially the form set forth in this Article with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom usage or requirement of law with respect thereto.

Section 402. Form of Bonds.

(i) Form of Series 2002B Bonds.

[FACE OF SERIES 2002B BOND]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the SCCDC or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
BR-_____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION
TAXABLE REVENUE BONDS
SERIES 2002B
(JORDAN VALLEY PARK - BASEBALL STADIUM PROJECT)

Interest Rate	Maturity Date	Dated Date	CUSIP
		December 19, 2002	

REGISTERED OWNER: Cede & Co. Taxpayer I.D. No. 13-2555119

PRINCIPAL AMOUNT: _____

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION (the "SCCDC"), a public benefit nonprofit corporation organized under the laws of the State of Missouri, for value received, hereby promises to pay, but solely from the source and special fund provided therefor, as hereinafter set forth, to the Registered Owner, identified above or registered assigns, upon presentation and surrender of this Bond, the Principal Amount shown above on the Maturity Date shown above, unless this Bond is called for earlier redemption, and to pay from those sources interest thereon at the aforesaid Interest Rate per annum set forth above, semiannually on June 1 and December 1 of each year commencing June 1, 2003 (the "Interest Payment Dates"), until said principal amount shall be paid, in lawful money of the United States of America, at the principal corporate trust office of Commerce Bank, N.A. (the "Trustee"), in Kansas City, Missouri, or its successor in the trust hereinafter described; provided, however, that the payment of the interest is payable by check or draft mailed to the Registered Owner at the address as it appears therein at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Record Date") on the registration books maintained by the Trustee, as Bond Registrar.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. This Bond shall bear interest from the Interest Payment Date next preceding the date of registration of this Bond (unless this Bond is registered after the 15th day of the month next preceding any Interest Payment Date, in which event it shall bear interest from such Interest Payment Date) or unless this Bond is

registered before December 19, 2002, in which event it shall bear interest from December 19, 2002. Any interest which is not timely paid or duly provided for shall cease to be payable to the Owner hereof (or of one or more predecessor bonds) as of the regular Record Date, and shall be payable to the Owner hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to the Owners not less than 10 days prior thereto.

THIS BOND is one of a duly authorized series of Bonds of the SCCDC designated "Springfield Center City Development Corporation, Taxable Revenue Bonds, Series 2002B (Jordan Valley Park - Baseball Stadium Project) (herein called the "Bonds") issuable under and pursuant to and in full compliance with the Constitution and the laws of the State of Missouri, and the Indenture described below, aggregating in principal amount to $6,130,000 and issued for the purpose of providing funds for the City of Springfield, Missouri (the "City"), a constitutional home rule charter municipal corporation and a political subdivision of the State of Missouri to finance the costs of acquiring the real estate for, designing, demolishing and excavating the first phase of a Baseball Stadium ("Phase One"), located within the geographic boundaries of the City. The proceeds of the Bonds have been loaned to the City under a Financing Agreement dated as of December 1, 2002 (said Financing Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Financing Agreement"), between the SCCDC and the City and to proceedings duly had by the Board of Directors of the SCCDC and the City Council of the City.

The Bonds, together with any Additional Bonds as may be issued on a parity therewith under the Indenture (said Bonds and any such Additional Bonds are hereinafter collectively called the "Bonds"), are all issued or to be issued under and are to be equally and ratably secured and entitled to the protection given by the Trust Indenture (hereinafter, as the same may be amended or supplemented in accordance with its terms, called the "Indenture") dated as of December 1, 2002, between the SCCDC and the Trustee. The term "Trustee" as used herein refers to said Trustee or any successor Trustee appointed pursuant to the Indenture. The Indenture is on file in the office of the SCCDC and the principal corporate trust office of the Trustee and reference is hereby made to the Indenture for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the SCCDC, the Trustee and the Owners of the Bonds, and the terms and conditions upon which the Bonds are issued and secured, to all of which provisions of the Indenture, each Owner, by the acceptance hereof, assents. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the SCCDC, the Trustee and the Owners of the Bonds, and the terms upon which the Bonds are issued and secured.

The Bonds and the interest thereon are special, limited obligations of the SCCDC payable solely out of Loan Payments (as defined in the Indenture) derived by the SCCDC under the Financing Agreement and are secured by a pledge and assignment of such Loan Payments and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the City or of any political subdivision of the State of Missouri within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City or the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and the Indenture. The issuance of the Bonds shall not directly or indirectly obligate the City, the State of Missouri, any political subdivision thereof, the SCCDC or its officers, directors or employees to provide any funds for the payment of such Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The City shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the SCCDC.

No breach by the SCCDC of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or any charge upon its general credit or its taxing power. The SCCDC has no power to tax.

The City, under the Phase One Baseball Stadium Lease Agreement (the "Phase One Lease") leases the Baseball Site to 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 (collectively, the "Developers") and the Developers agree to complete Phase One of the Baseball Stadium using a portion of the proceeds of the loan to the City under the Financing Agreement (the "Baseball Loan"). Under the Phase One Lease, the Developers agree to pay to the City Rent Payments which shall equal the amounts due by the City as payments on the Baseball Loan under the Financing Agreement. Simultaneously with the execution and delivery of the Financing Agreement, the Developers also have executed and delivered to the City their collateralized Guaranty Agreement (the "Guaranty") under which the Developers guaranty the repayment of the Bonds.

The Bonds are being issued by the SCCDC simultaneously with an issue identified as the "Taxable Revenue Bonds (Jordan Valley Park Project), Series 2002C," in the aggregate principal amount of $5,470,000 (the "Series 2002C Bonds"). The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2002 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"), between the SCCDC and Commerce Bank, N.A. (the "Trustee"), for the purpose of making the Baseball Loan to the City of Springfield, Missouri (the "City") to provide funds for the purposes described in the Indenture. The Baseball Loan will be made pursuant to a Financing Agreement, dated as of December 1, 2002 (said Financing Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Financing Agreement"), between the SCCDC and the City. Under the Indenture, the SCCDC has pledged and assigned certain of its rights under the Financing Agreement, including the right to receive all Loan Payments thereunder, to the Trustee as security for the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the SCCDC, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Under the circumstances and upon satisfaction of the conditions set forth in the Indenture, additional bonds, on a parity with the Bonds, may be issued.

The Bonds are subject to redemption prior to maturity as follows:

Mandatory Sinking Fund Redemption. The Bonds, including portions thereof, maturing in the year 2028 shall be subject to the mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section, on or after June 1, 2005, at the principal amount thereof plus accrued interest thereon to the Redemption Date, without premium. The Loan Payments under the Financing Agreement which are deposited into the Bond Fund shall be sufficient to redeem, and the SCCDC shall redeem, on June 1, in each of the following years, the following principal amount of such Term Bonds:

TERM BONDS

Maturity	Principal Amount	Interest Rate
2005	$100,000	7.520%
2006	105,000	7.520
2007	115,000	7.520
2008	120,000	7.520
2009	130,000	7.520
2010	140,000	7.520
2011	150,000	7.520
2012	165,000	7.520
2013	175,000	7.520
2014	190,000	7.520
2015	200,000	7.520
2016	220,000	7.520
2017	235,000	7.520
2018	250,000	7.520
2019	270,000	7.520
2020	290,000	7.520
2021	315,000	7.520
2022	335,000	7.520
2023	360,000	7.520
2024	390,000	7.520
2025	420,000	7.520
2026	450,000	7.520
2027	485,000	7.520
2028	520,000	7.520

* Final Maturity

The Trustee shall, in each year in which Term Bonds are to be redeemed pursuant to the terms of this subparagraph, make timely selection of such Term Bonds or portions thereof to be redeemed by lot in $100,000 units of principal amount or any integral multiple of $5,000 in excess thereof in such equitable manner as the Trustee may determine and shall give notice thereof as provided in the Indenture without further instructions from the SCCDC or the City. The Trustee may, upon instructions from the City, use moneys on hand in the Bond Fund at any time after June 1, 2005 to purchase Term Bonds in the open market at a price not in excess of their principal amount and each Term Bond so purchased shall be credited at 100% of the principal amount thereof on the obligation of the SCCDC to redeem Term Bonds of the same maturity on the next mandatory Redemption Date applicable to Term Bonds of such maturity and the principal amount of Term Bonds of such maturity to be redeemed by the operation of this subparagraph shall be reduced accordingly.

Optional Redemption. The Bonds maturing in the year 2018 and thereafter shall be subject to optional redemption and payment prior to maturity, at the option of the SCCDC, upon instruction from the City, on and after June 1, 2017, in whole at any time or in part on any Interest Payment Date, in inverse order of maturity, and by lot within a single maturity, at the respective Redemption Prices (expressed as percentages of principal amount as set forth below) plus accumulated interest thereon to the date of redemption and payment:

Redemption Dates (Both Inclusive)	Redemption Prices
December 1, 2017 through November 30, 2018	104%
December 1, 2018 through November 30, 2019	103
December 1, 2019 through November 30, 2020	102
December 1, 2020 through November 30, 2021	101
December 1, 2021 and thereafter	100

from time to time on any Bond Payment Date at the principal amount thereof plus accrued interest to the Redemption Date without premium.

Extraordinary Optional Redemption. The Bonds shall be subject to redemption prior to the stated maturity thereof, at the option of the SCCDC, upon instructions from the City, as a whole or in part on any date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without premium, upon the occurrence of any of the following conditions or events, but in the event of condemnation or title defect, only to the extent of Net Proceeds resulting therefrom:

(i) if title to, or use for a limited period of, substantially all of Phase One of the Baseball Stadium is condemned by any authority having the power of eminent domain;

(ii) if title to substantially all of Phase One of the Baseball Stadium is found to be deficient or non-existent to the extent that the efficient utilization of Phase One of the Baseball Stadium by the SCCDC is impaired; or

(iii) if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States of America, or by reason of any action instituted in any court, the Financing Agreement or the Phase One Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the SCCDC or the City.

Notice of Redemption. Exercise of the right of redemption shall be accomplished by notice of redemption, specifying the Bonds or portions thereof to be called, the date, the series, maturities and number of Bonds to be redeemed (and in case of the redemption of a portion of any Bonds, the principal amount thereof being redeemed), and that interest will cease to accrue from and after the Redemption Date, the Redemption Price to be paid, the date fixed for redemption and the place or places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be given in writing by the Trustee on behalf of the original purchaser and the SCCDC by mailing a copy of the redemption notice by first class mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Registered Owner of each such Bond to be redeemed at the address shown on the registration books of the SCCDC kept by the Trustee; provided, that failure to give such notice to any Bondowner by mailing, or any defect in such notice to any Bondowner, shall not affect the validity of the proceedings for the redemption of any of the other Bonds. If less than all the Bonds are called for redemption at one time, the selection of such Bonds and portions thereof (in each case in amounts of $100,000 or any integral multiple of $5,000 in excess thereof) to be redeemed shall be made by lot in such manner as the Trustee may determine. If Bonds or portions thereof are duly called for redemption and if on such Redemption Date moneys for the redemption thereof, together with accrued interest thereon to the Redemption Date, shall be held by the Trustee so as to be available therefor, then from and after such

Redemption Date such Bonds or portions thereof shall cease to bear interest, and said Bonds and portions thereof shall no longer be protected by, and shall not be deemed to be outstanding under the Indenture.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository or its agent and immobilized in its custody or in the custody of its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The SCCDC and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the Owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The SCCDC and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the SCCDC, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Bond Register maintained by the Trustee at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The SCCDC, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of $100,000 or any integral multiple of $5,000 in excess thereof.

The Indenture permits certain amendments or supplements to the Financing Agreement and the Indenture, not prejudicial to the Bondowners, to be made with the consent of the SCCDC, the Trustee and the City, but without the consent of or notice to the Bondowners and other amendments or supplements thereto (with certain exceptions as provided in the Indenture) to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding. Any consent or waiver by the Owner of this Bond shall be conclusive and binding upon such Owner and upon all future Owners of this Bond or any of the Bonds issued upon the transfer or exchange of the Bond or of any Bond issued in replacement thereof whether or not a notation of such consent or waiver is made thereon.

No covenant or agreement contained in this Bond shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the SCCDC in an individual capacity. No recourse shall be had for the payment of the principal, the interest thereon, premium, if any, payable upon the redemption of this Bond or any claim based thereon against any officer, member, agent, attorney or employee of the SCCDC past, present or future, or its successors or assigns, as such, either directly or through the SCCDC, or any such corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of, and as a consideration for, the execution and delivery of this Bond.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION** has caused this Bond to be executed in its name by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

Date of Registration and
Authentication:_____

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within mentioned Indenture.

COMMERCE BANK, N.A., Trustee

By:_____
Authorized Signature

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION

By:_____
President or Vice President

[SEAL]

By:_____
Secretary or Assistant Secretary

(ii) Form of Series 2002C Bonds.

[FACE OF SERIES 2002C BOND]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the SCCDC or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
CR-_____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION
TAXABLE REVENUE BONDS
SERIES 2002C
(JORDAN VALLEY PARK PROJECT)

Interest Rate	Maturity Date	Dated Date	CUSIP
		December 19, 2002	

REGISTERED OWNER: Cede & Co. Taxpayer I.D. No. 13-2555119

PRINCIPAL AMOUNT: _____

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION (the "SCCDC"), a public benefit nonprofit corporation organized under the laws of the State of Missouri, for value received, hereby promises to pay, but solely from the source and special fund provided therefor, as hereinafter set forth, to the Registered Owner, identified above or registered assigns, upon presentation and surrender of this Bond, the Principal Amount shown above on the Maturity Date shown above, unless this Bond is called for earlier redemption, and to pay from those sources interest thereon at the aforesaid Interest Rate per annum set forth above, semiannually on June 1 and December 1 of each year commencing June 1, 2003 (the "Interest Payment Dates"), until said principal amount shall be paid, in lawful money of the United States of America, at the principal corporate trust office of Commerce Bank, N.A. (the "Trustee"), in Kansas City, Missouri, or its successor in the trust hereinafter described; provided, however, that the payment of the interest is payable by check or draft mailed to the Registered Owner at the address as it appears therein at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Record Date") on the registration books maintained by the Trustee, as Bond Registrar.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve 30 day months. This Bond shall bear interest from the Interest Payment Date next preceding the date of registration of this Bond (unless this Bond is registered after the 15th day of the month next preceding any Interest Payment Date, in which event it shall bear interest from such Interest Payment Date) or unless this Bond is registered before December 19, 2002, in which event it shall bear interest from December 19, 2002. Any interest which is not timely paid or duly provided for shall cease to be payable to the Owner hereof (or of

one or more predecessor bonds) as of the regular Record Date, and shall be payable to the Owner hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to the Owners not less than 10 days prior thereto.

THIS BOND is one of a duly authorized series of Bonds of the SCCDC designated "Springfield Center City Development Corporation, Taxable Revenue Bonds, Series 2002C (Jordan Valley Park Project) (herein called the "Bonds") issuable under and pursuant to and in full compliance with the Constitution and the laws of the State of Missouri, and the Indenture described below, aggregating in principal amount to $5,470,000 and issued for the purpose of providing funds for the City of Springfield, Missouri (the "City"), a constitutional home rule charter municipal corporation and a political subdivision of the State of Missouri to finance the costs to refund the $5,000,000 Taxable Bond Anticipation Notes (Jordan Valley Park - Baseball Stadium Project) Series 2002C (the "Series 2002C Notes") issued by the SCCDC the proceeds of which were used to advance refund a portion of the Current Interest portion of The Public Building Corporation of the City of Springfield, Missouri, Leasehold Revenue Bonds, Series A 2000 (Jordan Valley Park Projects). The proceeds of the Bonds have been loaned to the City under a Financing Agreement dated as of December 1, 2002 (the "City Loan") (said Financing Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Financing Agreement"), between the SCCDC and the City and to proceedings duly had by the Board of Directors of the SCCDC and the City Council of the City.

The Bonds, together with any Additional Bonds as may be issued on a parity therewith under the Indenture (said Bonds and any such Additional Bonds are hereinafter collectively called the "Bonds"), are all issued or to be issued under and are to be equally and ratably secured and entitled to the protection given by the Trust Indenture (hereinafter, as the same may be amended or supplemented in accordance with its terms, called the "Indenture") dated as of December 1, 2002, between the SCCDC and the Trustee. The term "Trustee" as used herein refers to said Trustee or any successor Trustee appointed pursuant to the Indenture. The Indenture is on file in the office of the SCCDC and the principal corporate trust office of the Trustee and reference is hereby made to the Indenture for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the SCCDC, the Trustee and the Owners of the Bonds, and the terms and conditions upon which the Bonds are issued and secured, to all of which provisions of the Indenture, each Owner, by the acceptance hereof, assents. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the SCCDC, the Trustee and the Owners of the Bonds, and the terms upon which the Bonds are issued and secured.

The Bonds and the interest thereon are special, limited obligations of the SCCDC payable solely out of Loan Payments (as defined in the Indenture) derived by the SCCDC under the Financing Agreement and are secured by a pledge and assignment of such Loan Payments and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the City or of any political subdivision of the State of Missouri within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City or the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and the Indenture. The issuance of the Bonds shall not directly or indirectly obligate the City, the State of Missouri, any political subdivision thereof, the SCCDC or its officers, directors or employees to provide any funds for the payment of such Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The City shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the SCCDC.

No breach by the SCCDC of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or any charge upon its general credit or its taxing power. The SCCDC has no power to tax.

The Bonds are being issued by the SCCDC simultaneously with an issue identified as the "Taxable Revenue Bonds (Jordan Valley Park - Baseball Stadium Project), Series 2002B," in the aggregate principal amount of $6,130,000 (the "Series 2002B Bonds"). The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2002 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Indenture"), between the SCCDC and Commerce Bank, N.A. (the "Trustee"), for the purpose of making the City Loan to the City of Springfield, Missouri (the "City") to provide funds for the purposes described in the Indenture. The loan will be made pursuant to a Financing Agreement, dated as of December 1, 2002 (said Financing Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "Financing Agreement"), between the SCCDC and the City. Under the Indenture, the SCCDC has pledged and assigned certain of its rights under the Financing Agreement, including the right to receive all Loan Payments thereunder, to the Trustee as security for the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the SCCDC, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Under the circumstances and upon satisfaction of the conditions set forth in the Indenture, additional bonds, on a parity with the Bonds, may be issued.

The Bonds are subject to redemption prior to maturity as follows:

Mandatory Sinking Fund Redemption. The Bonds, including portions thereof, maturing in the year 2028 shall be subject to the mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section, on or after June 1, 2004, at the principal amount thereof plus accrued interest thereon to the Redemption Date, without premium. The Loan Payments under the Financing Agreement which are deposited into the Bond Fund shall be sufficient to redeem, and the SCCDC shall redeem, on June 1, in each of the following years, the following principal amount of such Term Bonds:

TERM BONDS

Maturity	Principal Amount	Interest Rate
2004	$ 80,000	7.520%
2005	85,000	7.520
2006	95,000	7.520
2007	100,000	7.520
2008	105,000	7.520
2009	115,000	7.520
2010	125,000	7.520
2011	135,000	7.520
2012	145,000	7.520
2013	155,000	7.520
2014	165,000	7.520

2015	180,000	7.520
2016	190,000	7.520
2017	205,000	7.520
2018	220,000	7.520
2019	240,000	7.520
2020	255,000	7.520
2021	275,000	7.520
2022	295,000	7.520
2023	320,000	7.520
2024	340,000	7.520
2025	370,000	7.520
2026	395,000	7.520
2027	425,000	7.520
2028	455,000	7.520

* Final Maturity

The Trustee shall, in each year in which Term Bonds are to be redeemed pursuant to the terms of this subparagraph, make timely selection of such Term Bonds or portions thereof to be redeemed by lot in $100,000 units of principal amount or any integral multiple of $5,000 in excess thereof in such equitable manner as the Trustee may determine and shall give notice thereof as provided in the Indenture without further instructions from the SCCDC or the City. The Trustee may, upon instructions from the City, use moneys on hand in the Bond Fund at any time after June 1, 2004 to purchase Term Bonds in the open market at a price not in excess of their principal amount and each Term Bond so purchased shall be credited at 100% of the principal amount thereof on the obligation of the SCCDC to redeem Term Bonds of the same maturity on the next mandatory Redemption Date applicable to Term Bonds of such maturity and the principal amount of Term Bonds of such maturity to be redeemed by the operation of this subparagraph shall be reduced accordingly.

Optional Redemption. The Bonds maturing in the year 2018 and thereafter shall be subject to optional redemption and payment prior to maturity, at the option of the SCCDC, upon instruction from the City, on and after December 1, 2017, in whole at any time or in part on any Interest Payment Date, in inverse order of maturity, and by lot within a single maturity, at the respective Redemption Prices (expressed as percentages of principal amount as set forth below) plus accumulated interest thereon to the date of redemption and payment:

Redemption Dates (Both Inclusive)	Redemption Prices
December 1, 2017 through November 30, 2018	104%
December 1, 2018 through November 30, 2019	103
December 1, 2019 through November 30, 2020	102
December 1, 2020 through November 30, 2021	101
December 1, 2021 and thereafter	100

from time to time on any Bond Payment Date at the principal amount thereof plus accrued interest to the Redemption Date without premium.

Extraordinary Optional Redemption. The Bonds shall be subject to redemption prior to the stated maturity thereof, at the option of the SCCDC, upon instructions from the City, as a whole or in part on any

date at a Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment without premium, if as a result of changes in the Constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States of America, or by reason of any action instituted in any court, the Financing Agreement shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the SCCDC or the City.

Notice of Redemption. Exercise of the right of redemption shall be accomplished by notice of redemption, specifying the Bonds or portions thereof to be called, the date, the series, maturities and number of Bonds to be redeemed (and in case of the redemption of a portion of any Bonds, the principal amount thereof being redeemed), and that interest will cease to accrue from and after the Redemption Date, the Redemption Price to be paid, the date fixed for redemption and the place or places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Indenture therefor, shall be given in writing by the Trustee on behalf of the original purchaser and the SCCDC by mailing a copy of the redemption notice by first class mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Registered Owner of each such Bond to be redeemed at the address shown on the registration books of the SCCDC kept by the Trustee; provided, that failure to give such notice to any Bondowner by mailing, or any defect in such notice to any Bondowner, shall not affect the validity of the proceedings for the redemption of any of the other Bonds. If less than all the Bonds are called for redemption at one time, the selection of such Bonds and portions thereof (in each case in amounts of $100,000 or any integral multiple of $5,000 in excess thereof) to be redeemed shall be made by lot in such manner as the Trustee may determine. If Bonds or portions thereof are duly called for redemption and if on such Redemption Date moneys for the redemption thereof, together with accrued interest thereon to the Redemption Date, shall be held by the Trustee so as to be available therefor, then from and after such Redemption Date such Bonds or portions thereof shall cease to bear interest, and said Bonds and portions thereof shall no longer be protected by, and shall not be deemed to be outstanding under the Indenture.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository or its agent and immobilized in its custody or in the custody of its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The SCCDC and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the Owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The SCCDC and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the SCCDC, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Bond Register maintained by the Trustee at the above-mentioned office of the Trustee by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The SCCDC, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of $100,000 or any integral multiple of $5,000 in excess thereof.

The Indenture permits certain amendments or supplements to the Financing Agreement and the Indenture, not prejudicial to the Bondowners, to be made with the consent of the SCCDC, the Trustee and the City, but without the consent of or notice to the Bondowners and other amendments or supplements thereto (with certain exceptions as provided in the Indenture) to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding. Any consent or waiver by the Owner of this Bond shall be conclusive and binding upon such Owner and upon all future Owners of this Bond or any of the Bonds issued upon the transfer or exchange of the Bond or of any Bond issued in replacement thereof whether or not a notation of such consent or waiver is made thereon.

No covenant or agreement contained in this Bond shall be deemed to be the covenant or agreement of any member, officer, attorney, agent or employee of the SCCDC in an individual capacity. No recourse shall be had for the payment of the principal, the interest thereon, premium, if any, payable upon the redemption of this Bond or any claim based thereon against any officer, member, agent, attorney or employee of the SCCDC past, present or future, or its successors or assigns, as such, either directly or through the SCCDC, or any such corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all of such liability of such members, officers, agents, attorneys or employees being hereby released as a condition of, and as a consideration for, the execution and delivery of this Bond.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the

issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION** has caused this Bond to be executed in its name by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

Date of Registration and
Authentication:_____

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within mentioned Indenture.

COMMERCE BANK, N.A., Trustee

By:_____
Authorized Signature

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION

By:_____
President or Vice President

[SEAL]

By:_____
Secretary or Assistant Secretary

Section 403. Form of Assignment.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, _____, (Print or Type Name) the undersigned hereby sells, assigns and transfers unto _____ (Print or Type Name) of _____ (Print or Type Address) _____ (Print or Type Tax Identification or Social Security Number) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____
NOTICE: No transfer will be registered, and no new Bond will be issued in the name of the transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

_____
(Name of Eligible Guarantor Institution)

Case 16-21142 Doc# 2096-3 Filed 06/25/18 Page 53 of 94

ARTICLE V
CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002B - (Jordan Valley Park - Baseball Stadium Project) - Project Fund" (herein called the "**Project Fund**"). There is hereby created and ordered to be established under the Project Fund a Cost of Issuance Account. The moneys in the Project Fund shall be held by the Trustee in trust and, subject to the provisions of this Indenture, shall be applied to the payment of the Costs of Issuance of the Series 2002B Bonds and the Costs of Phase One of the Baseball Stadium, pending such application, and the moneys in the Project Fund shall be subject to the lien of this Indenture in favor of the Owners of the Series 2002B Bonds.

Section 502. Creation of Series 2002C Cost of Issuance Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002C - (Jordan Valley Park Project) - Series 2002C Cost of Issuance Fund" (herein called the "**Series 2002C Cost of Issuance Fund**"). The moneys in the Series 2002C Cost of Issuance Fund shall be held by the Trustee in trust and, subject to the provisions of this Indenture, shall be applied to the payment of the Costs of Issuance, pending such application, and the moneys in the Series 2002C Cost of Issuance Fund shall be subject to the lien of this Indenture in favor of the Owners of the Series 2002C Bonds. The Trustee shall deposit into the Series 2002C Cost of Issuance Fund, the sum of $64,450 which deposit shall be disbursed by the Trustee in the manner set forth in Section 505 hereof.

Section 503. Deposits into the Project Fund. The proceeds of the sale of the Series 2002B Bonds, excluding amounts received as accrued interest on the sale of the Series 2002B Bonds paid into the Series 2002B Bond Fund and the deposit into the Series 2002B Reserve Fund equal to the Series 2002B Reserve Requirement of $306,500, shall be deposited by the Trustee as follows: (i) credit to the Cost of Issuance Account of the Project Fund, the sum of $63,134.80 which deposit shall be disbursed by the Trustee in the manner set forth in Section 504 hereof and (ii) credit to the Project Fund the sum of $5,000,000. Any money received by the Trustee from any other source for the completion of Phase One of the Baseball Stadium shall be deposited into the Project Fund. Also, the Trustee shall deposit into the Project Fund: (a) the Net Proceeds of casualty insurance, title insurance or condemnation awards required to be deposited into the Project Fund pursuant to the Phase One Lease; (b) all performance and labor and material bond payments and any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Phase One Lease; and (c) except as otherwise provided in the Phase One Lease or herein, any other moneys received by or paid to the Trustee from any other source for completion of Phase One of the Baseball Stadium, when accompanied by instructions and directions from the City that such moneys are to be deposited into the Project Fund.

Section 504. Disbursements from the Project Fund and its Subaccounts.

(a) Moneys on deposit in the Cost of Issuance Account of the Project Fund shall be paid out from time to time by the Trustee, upon written requests of the City, in amounts equal to the amount of costs and expenses of issuing the Series 2002B Bonds certified to in such requisitions, including, but not limited to, printing expenses, rating agency fees, recording expenses, fees and expenses of the SCCDC, legal fees and other fees and expenses incurred or to be incurred in connection with or as an incident to the issuance and sale of the Series 2002B Bonds. Any moneys remaining in the Cost of Issuance Account of the Project Fund shall be expended and disbursed for the payment of Costs upon receipt of requisition certificates signed

by the Authorized Developers Representative, in accordance with the provisions of Article V of the Phase One Lease, and the Trustee hereby covenants and agrees to disburse such money in accordance with such provisions. Concurrently with the issuance of the Series 2002B Bonds, the Trustee shall disburse moneys in accordance with such provisions. In paying any requisition under this Section, the Trustee may rely, as to completeness and accuracy of all statements, on such certificates signed by the Authorized Developers Representative. If the SCCDC requests, a copy of each certificate submitted to the Trustee for payment under this Section shall be promptly provided to the SCCDC. In paying any requisition under this Section 503, the Trustee shall be entitled to rely upon all statements in such requisition as to completeness and accuracy and in any document presented therewith, the execution thereof to be conclusive evidence of such approval, and the SCCDC has by the provision of the Financing Agreement covenanted and agreed to indemnify and save harmless the Trustee from any liability incurred in connection with the payment of any requisition so executed by an Authorized Developers Representative. If required, the SCCDC covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to issue checks for each disbursement in the manner and as provided for by the aforesaid provisions of the Phase One Lease.

All earnings accruing on the investment of moneys in the accounts in the Project Fund shall be credited to and deposited in the account in the Project Fund from which such earnings arose until the end of three years after the date hereof or the completion of Phase One of the Baseball Stadium, at which time the earnings accruing during the previous 12 months shall be deposited into the Series 2002B Bond Fund.

The Trustee shall keep and maintain adequate records pertaining to the Project Fund, earnings thereon, and all disbursements therefrom, and after Phase One of the Baseball Stadium has been completed, the Trustee shall file a statement of receipts and disbursements with respect thereto with the City and the SCCDC.

(b) Moneys on deposit in the Project Fund shall be used to pay Costs. Payment shall be made from the Project Fund for Costs upon presentation to the Trustee of a certificate signed by the Authorized Developers Representative to the effect that each of the Developers' representations contained in the Phase One Lease are true, correct and not misleading as though made as of the date of such certificate and that no event exists that constitutes, or with the giving of notice or the passage of time, constitutes a Default or an Event of Default,

(i) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid;

(ii) stating that Eligible Collateral has been tendered to the City which, when found to be Acceptable Collateral, shall be delivered to the Collateral Agent which will, prior to payment of any requisition, notify the City and the Guarantors when the Aggregate Adjusted Equity Requirement is satisfied;

(ii) stating that the amount requested either has been paid, or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have performed necessary and appropriate work or furnished necessary and appropriate materials, equipment or furnishings in the design, demolition and excavation of Phase One of the Baseball Stadium, and giving a brief description of such work and materials and the several amounts so paid or due to each of said persons in respect thereof;

(iii) stating that no part of the several amounts paid or due, as stated in said certificate pursuant to subparagraph (ii) of this subsection has been, is being or will be made the basis for the withdrawal of any moneys in any previous, then pending or subsequently filed certificate pursuant to this Section;

(iv) stating that the amount remaining to be paid from the Project Fund to pay the Costs will, after payment of the amounts requested, be sufficient to pay the Costs in accordance with the construction contracts and an Architect's estimate of cost of work, if any, not under a contract, all in accordance with the Plans and Specifications on file with Trustee, it being understood that no moneys in the Project Fund may be expended for Costs unless after such expenditure the moneys remaining in the Project Fund, together with any other funds available and committed to City, are sufficient to pay the Costs of completing Phase One of the Baseball Stadium;

(v) stating that such certificate contains no request for payment on account of any retained percentage which the Developers are at the date of such certificate entitled to retain;

(vi) stating that there has not been filed with or served upon the Developers any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate which has not been released or will not be released simultaneously with the payment of such obligation;

(vii) stating that the portion of Phase One of the Baseball Stadium to which the Costs being requested to be paid relate is located on a portion of the real property which is covered by the policy of title insurance described in this Section and for which a legal description complying with the requirements of this Section has been filed with the Trustee;

(viii) stating that all building permits and other governmental permits and approvals required for the design, demolition and excavation of Phase One of the Baseball Stadium to which the Costs being requested relate have been obtained and are in full force and effect and attaching copies of any such permits and approvals not previously furnished to the Trustee; and

(ix) attaching invoices, statements, vouchers or bills for the amounts requested and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts specified in such certificate.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The Trustee shall make disbursements to pay Costs for which any such request is made within five business days of the receipt of such certificate. A form of such certificate is attached hereto as Exhibit A.

Section 505. Disbursements from the Series 2002C Cost of Issuance Fund. Moneys on deposit in the Series 2002C Cost of Issuance Fund shall be paid out from time to time by the Trustee, upon written requests of the City, in amounts equal to the amount of costs and expenses of issuing the Series 2002C Bonds certified to in such requisitions, including, but not limited to, printing expenses, rating agency fees, recording expenses, fees and expenses of the SCCDC, legal fees and other fees and expenses incurred or to be incurred in connection with or as an incident to the issuance and sale of the Series 2002C Bonds. Any moneys in the Series 2002C Cost of Issuance Fund shall be expended and disbursed for the payment of Costs of Issuance of the Series 2002C Bonds upon receipt of requisition certificates signed by the Authorized City Representative in accordance with the provisions of Article V of the Financing Agreement, and the Trustee hereby covenants and agrees to disburse such money in accordance with such provisions. In paying any requisition under this Section, the Trustee may rely, as to completeness and accuracy of all statements in certificates signed by the Authorized City Representative. If the SCCDC requests, a copy of each certificate submitted to the Trustee for payment under this Section shall be promptly provided to the SCCDC. In paying any requisition under this Section 504, the Trustee shall be entitled to rely upon all statements in such requisition as to completeness and accuracy and in any document presented therewith, the execution thereof

to be conclusive evidence of such approval, and the SCCDC has by the provision of the Financing Agreement covenanted and agreed to indemnify and save harmless the Trustee from any liability incurred in connection with the payment of any requisition so executed by an Authorized City Representative. If required, the SCCDC covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to issue checks for each disbursement in the manner and as provided for by the aforesaid provisions of the Financing Agreement.

Section 506. Completion of Phase One of the Baseball Stadium. As soon as practicable after the completion of Phase One of the Baseball Stadium, any balance remaining in the Project Fund shall without further authorization be deposited in the Series 2002B Bond Fund and applied by the Trustee as directed by the City solely to: (i) the payment of principal and premium, if any, of the Series 2002B Bonds through the payment or redemption thereof at the earliest date permissible under the terms of this Indenture, or (ii) at the option of the City, to the purchase of Series 2002B Bonds at such earlier date or dates as the City may elect. Any earnings on such investments may be applied to pay the principal of, premium, if any, or interest on the Series 2002B Bonds. From time to time as the proper disposition of the amounts retained by the Trustee and specified in said certificate shall be determined, to the extent that such amounts are not paid out by the Trustee pursuant to Section 503 hereof, the City shall so notify the Trustee and the SCCDC by one or more certificates as aforesaid and amounts from time to time no longer to be so retained by the Trustee shall be so deposited in the Series 2002B Bond Fund and applied by the Trustee as aforesaid.

Section 507. Deposits of Insurance Proceeds or Condemnation Awards. Any moneys representing Net Proceeds of insurance or a condemnation award deposited with the Trustee in accordance with the Phase One Lease shall be deposited by the Trustee in the Project Fund. At the direction of the City, the Trustee shall transfer such moneys to the Series 2002B Bond Fund to be applied as provided in Section 605 hereof.

Section 508. Retention of Requisitions. All requisitions, certificates and opinions received by the Trustee, as required in the Phase One Lease, shall be retained by the Trustee until the 60th month following the Closing Date.

ARTICLE VI
REVENUES AND FUNDS

Section 601. Source of Payment of Bonds. The Bonds, together with interest thereon, are not general obligations of the SCCDC, but are limited obligations payable solely and only from the revenues, assets and moneys pledged to their payment under this Indenture.

Section 602. Creation of the Bond Funds. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002B - (Jordan Valley Park - Baseball Stadium Project) - Bond Fund" (herein called the "**Series 2002B Bond Fund**"). The Series 2002B Bond Fund shall contain and consist of an Interest Account, a Principal Account and a Redemption Account.

There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002C - (Jordan Valley Park Project) - Bond Fund" (herein called the "**Series 2002C Bond Fund**"). The Series 2002C Bond Fund shall contain and consist of an Interest Account, a Principal Account and a Redemption Account.

Section 603. Creation of the Reserve Funds. There is hereby created and ordered established in the custody of the Trustee a special fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002B - (Jordan Valley Park - Baseball Stadium Project) - Reserve Fund (herein called the "**Series 2002B Reserve Fund**"). The Trustee shall deposit into the Series 2002B Reserve Fund from the proceeds of the sale of the Series 2002B Bonds $306,500 representing the Series 2002B Reserve Requirement.

There is hereby created and ordered established in the custody of the Trustee a special fund in the name of the SCCDC to be designated "Springfield Center City Development Corporation - Series 2002C - (Jordan Valley Park Project) - Reserve Fund (herein called the "**Series 2002C Reserve Fund**"). The Trustee shall deposit into the Series 2002C Reserve Fund from the proceeds of the sale of the Series 2002C Bonds $273,500 representing the Series 2002C Reserve Requirement.

Section 604. Deposits Into the Funds and Accounts.

(a) The Trustee shall deposit into the Series 2002B Bond Fund, as and when received, the following:

(i) Commencing with the date of the original issuance of the Series 2002B Bonds and continuing thereafter, all of the income and revenues derived and collected by the SCCDC from the City from the payment of Loan Payments under the Baseball Loan portion of the Financing Agreement and all other funds made available from all sources for payment of the Series 2002B Bonds shall be transferred to the Trustee to be deposited in the Series 2002B Bond Fund. There shall be deposited into the Series 2002B Bond Fund (1) all accrued interest on the Series 2002B Bonds; (2) the premium, if any, paid by the original purchaser of the Series 2002B Bonds; (3) all Loan Payments payable by the City to the SCCDC specified to be for the payment of the Series 2002B Bonds in the Financing Agreement or the Phase One Lease; (4) any amount remaining in the Project Fund to be transferred to the Series 2002B Bond Fund pursuant to Section 504 hereof upon completion of Phase One of the Baseball Stadium and any amount remaining in the Project Fund to be transferred to the Series 2002B Bond Fund pursuant to Section 504 hereof upon acceleration of the maturity of the Series 2002B Bonds; (5) the balance of any Net Proceeds of insurance or condemnation awards received by the Trustee pursuant to Article VII of the Phase One Lease; (6) amounts deposited in the Series 2002B Bond Fund pursuant to Section 5.01 of the Phase One Lease; (7) all interest and other income derived from investments of moneys in the Project Fund or the Series 2002B Bond Fund; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement or the Phase One Lease when accompanied by the directions from the person depositing such money that such moneys are to be paid into the Series 2002B Bond Fund.

(ii) Except as otherwise provided in Section 802 hereof, moneys in the Series 2002B Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Series 2002B Bonds as the same mature and become due or upon redemption thereof or purchase for cancellation prior to maturity. The SCCDC hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Series 2002B Bond Fund to pay the principal of, premium, if any, and interest on the Series 2002B Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of, premium, if any, and interest on the Series 2002B Bonds. The portion of the proceeds retained by the Trustee shall be used to redeem Series 2002B Bonds at earliest possible date in accordance with and to the extent permitted by Article III hereof. The Trustee, upon written direction of the SCCDC and the City, shall use moneys in the Series 2002B Bond Fund (1) to redeem all or part of the Series

2002B Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by Article III hereof as long as the City is not in default with respect to any payments under the Phase One Lease and to the extent said moneys are in excess of the amount required for the payment of Series 2002B Bonds theretofore matured or called for redemption and (2) to pay past due interest in all cases when such Series 2002B Bonds have not been presented for payment. The City may cause such excess moneys in the Series 2002B Bond Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee for the purchase of Series 2002B Bonds in the open market for the purpose of cancellation, at prices not exceeding the principal amount thereof plus thereof plus accrued interest thereon to the date of deliver for cancellation. After payment in full of the principal of, premium, if any, and interest on the Series 2002B Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, the Financing Agreement and the Phase One Lease, all amounts remaining in the Series 2002B Bond Fund shall be paid to the City.

(iii) Commencing on (i) the first Bond Payment Date following any use of moneys or diminution of market value in the Series 2002B Reserve Fund which results in the amount therein being less than the Series 2002B Reserve Requirement or (ii) the first Bond Payment Date following the delivery of a certificate indicating that the amount in the Series 2002B Reserve Fund is less than the Series 2002B Reserve Requirement, and continuing on each Bond Payment Date thereafter until the amount in the Series 2002B Reserve Fund is at least equal to the Series 2002B Reserve Requirement, an amount equal to one-twelfth (1/12) of the greatest amount of such deficiency during such repayment period; provided, however, that no such deposits shall be made with respect to excess valuation amounts transferred from the Series 2002B Reserve Fund pursuant to Section 610 of this Indenture. The amount on deposit in the Series 2002B Reserve Fund shall be valued quarterly as of the close of each Fiscal Year in accordance with Section 607 of this Indenture by the Trustee.

(iv) To pay administrative expenses which have become due.

(b) The Trustee shall deposit into the Series 2002C Bond Fund, as and when received, the following:

(i) Commencing with the date of the original issuance of the Series 2002C Bonds and continuing thereafter, all of the income and revenues derived and collected by the SCCDC from the City from the payment of Loan Payments under the City Loan portion of the Financing Agreement and all other funds made available from all sources for payment of the Series 2002C Bonds shall be transferred to the Trustee to be deposited in the Series 2002C Bond Fund. There shall be deposited into the Series 2002C Bond Fund (1) all accrued interest on the Series 2002C Bonds; (2) the premium, if any, paid by the original purchaser of the Series 2002C Bonds; (3) all Loan Payments payable by the City to the SCCDC specified in Section 5.01 of the Financing Agreement; (4) all interest and other income derived from investments of moneys in the Series 2002C Bond Fund; and (5) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement when accompanied by the directions from the person depositing such money that such moneys are to be paid into the Series 2002C Bond Fund.

(ii) Except as otherwise provided in Section 802 hereof, moneys in the Series 2002C Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Series 2002C Bonds as the same mature and become due or upon redemption thereof or purchase for cancellation prior to maturity. The SCCDC hereby authorizes and directs the Trustee to

withdraw sufficient moneys from the Series 2002C Bond Fund to pay the principal of, premium, if any, and interest on the Series 2002C Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of, premium, if any, and interest on the Series 2002C Bonds. The portion of the proceeds retained by the Trustee shall be used to redeem Series 2002C Bonds at earliest possible date in accordance with and to the extent permitted by Article III hereof. The Trustee, upon written direction of the SCCDC and the City, shall use moneys in the Series 2002C Bond Fund (1) to redeem all or part of the Series 2002C Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by Article III hereof as long as the City is not in default with respect to any payments under the Financing Agreement and to the extent said moneys are in excess of the amount required for the payment of Series 2002C Bonds theretofore matured or called for redemption and (2) to pay past due interest in all cases when such Series 2002C Bonds have not been presented for payment. The City may cause such excess moneys in the Series 2002C Bond Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee for the purchase of Series 2002C Bonds in the open market for the purpose of cancellation, at prices not exceeding the principal amount thereof plus thereof plus accrued interest thereon to the date of deliver for cancellation. After payment in full of the principal of, premium, if any, and interest on the Series 2002C Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture and the Financing Agreement, all amounts remaining in the Series 2002C Bond Fund shall be paid to the City.

(iii) Commencing on (i) the first Bond Payment Date following any use of moneys or diminution of market value in the Series 2002C Reserve Fund which results in the amount therein being less than the Series 2002C Reserve Requirement or (ii) the first Bond Payment Date following the delivery of a certificate indicating that the amount in the Series 2002C Reserve Fund is less than the Series 2002C Reserve Requirement, and continuing on each Bond Payment Date thereafter until the amount in the Series 2002C Reserve Fund is at least equal to the Series 2002C Reserve Requirement, an amount equal to one-twelfth (1/12) of the greatest amount of such deficiency during such repayment period; provided, however, that no such deposits shall be made with respect to excess valuation amounts transferred from the Series 2002C Reserve Fund pursuant to Section 610 of this Indenture. The amount on deposit in the Series 2002C Reserve Fund shall be valued quarterly as of the close of each Fiscal Year in accordance with Section 607 of this Indenture by the Trustee.

(iv) To pay administrative expenses which have become due.

Section 605. Application of Moneys in Bond Funds.

(a) Subject to the provisions of Section 610, moneys in the Series 2002B Bond Fund shall be applied on each Bond Payment Date in the following manner in the order of priority indicated:

(1) First, an amount sufficient to pay the interest on the Series 2002B Bonds to be paid on such date. Any amounts in the Series 2002B Bond Fund on any Bond Payment Date which are in excess of the amount required for payment of (i) any past due interest to be paid from the Series 2002B Bond Fund, which has not been paid, plus (ii) the amount deposited in the Series 2002B Bond Fund on any preceding Bond Payment Date, plus (iii) the amount of any moneys on hand in the Series 2002B Bond Fund attributable to Series 2002B Bond Proceeds (or other deposits made at the time of and in connection with the issuance of any Series 2002B Bonds) which have been deposited in the Series 2002B Bond Fund to pay interest accruing on future Bond Payment Dates on any

Bonds, shall reduce the amount of the deposit to be made to the Series 2002B Bond Fund on such date. During such times as the amount in the Series 2002B Bond Fund shall be sufficient to pay, at the times required, all interest on the Series 2002B Bonds then remaining unpaid, no deposit to the Series 2002B Bond Fund shall be required.

(2) Second, an amount sufficient, together with amounts then on deposit in the Series 2002B Bond Fund, to pay the principal of the Series 2002B Bonds maturing or subject to redemption on such date. Any amounts held by the Trustee in the Series 2002B Bond Fund on any Bond Payment Date which are in excess of the amount required for payment of (i) the principal of, and any redemption premium on, the Series 2002B Bonds which have not been paid which have theretofore become due and payable plus (ii) the amount deposited in the Series 2002B Bond Fund on the immediately preceding Bond Payment Date in order to pay the principal of the Series 2002B Bonds coming due on the next Bond Payment Date, shall, as the City may direct, (x) be applied to and, to the extent sufficient, shall reduce the amount of the deposit to be made to the Series 2002B Bond Fund on such date, or (y) to used to redeem such Series 2002B Bonds as may be designated by the City for redemption, or (z) be used for purchasing Series 2002B Bonds prior to their maturity, paying the market price thereof, but not to exceed (1) if such Series 2002B Bonds are subject to redemption at the time of purchase, the Redemption Price thereof or (2) if such Series 2002B Bonds are not so subject to redemption, the principal amount thereof plus the accrued interest thereon. During such times as the amount held by the Trustee in the Series 2002B Bond Fund shall be sufficient to pay, at the times required, all principal of, and any redemption premium on, all Series 2002B Bonds then Outstanding, no deposit to the Series 2002B Bond Fund shall be required.

(b) Subject to the provisions of Section 610, moneys in the Series 2002C Bond Fund shall be applied on each Bond Payment Date in the following manner in the order of priority indicated:

(1) First, an amount sufficient to pay the interest on the Series 2002C Bonds to be paid on such date. Any amounts in the Series 2002C Bond Fund on any Bond Payment Date which are in excess of the amount required for payment of (i) any past due interest to be paid from the Series 2002C Bond Fund, which has not been paid, plus (ii) the amount deposited in the Series 2002C Bond Fund on any preceding Bond Payment Date, plus (iii) the amount of any moneys on hand in the Series 2002C Bond Fund attributable to Series 2002C Bond Proceeds (or other deposits made at the time of and in connection with the issuance of any Series 2002C Bonds) which have been deposited in the Series 2002C Bond Fund to pay interest accruing on future Bond Payment Dates on any Bonds, shall reduce the amount of the deposit to be made to the Series 2002C Bond Fund on such date. During such times as the amount in the Series 2002C Bond Fund shall be sufficient to pay, at the times required, all interest on the Series 2002C Bonds then remaining unpaid, no deposit to the Series 2002C Bond Fund shall be required.

(2) Second, Fund an amount sufficient, together with amounts then on deposit in the Series 2002C Bond Fund, to pay the principal of the Series 2002C Bonds maturing or subject to redemption on such date. Any amounts held by the Trustee in the Series 2002C Bond Fund on any Bond Payment Date which are in excess of the amount required for payment of (i) the principal of, and any redemption premium on, the Series 2002C Bonds which have not been paid which have theretofore become due and payable plus (ii) the amount deposited in the Series 2002C Bond Fund on the immediately preceding Bond Payment Date in order to pay the principal of the Series 2002C Bonds coming due on the next Bond Payment Date, shall, as the City may direct, (x) be applied to and, to the extent sufficient, shall reduce the amount of the deposit to be made to the Series 2002C Bond Fund on such date, or (y) to used to redeem such Series 2002C Bonds as may be designated by the City for redemption, or (z) be used for purchasing Series 2002C Bonds prior to their maturity,

paying the market price thereof, but not to exceed (1) if such Series 2002C Bonds are subject to redemption at the time of purchase, the Redemption Price thereof or (2) if such Series 2002C Bonds are not so subject to redemption, the principal amount thereof plus the accrued interest thereon. During such times as the amount held by the Trustee in the Series 2002C Bond Fund shall be sufficient to pay, at the times required, all principal of, and any redemption premium on, all Series 2002C Bonds then Outstanding, no deposit to the Series 2002C Bond Fund shall be required.

Section 606. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof or acceleration of maturity, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the SCCDC to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within five (5) years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the SCCDC the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the SCCDC, and the Owner thereof shall be entitled to look only to the SCCDC for payment, and then only to the extent of the amount so repaid, and the SCCDC shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 607. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or other day that is not a Business Day, then the payment of principal, redemption premiums, if any, or interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed of redemption, and no interest shall accrue for the period after such date.

Section 608. Acceleration of Bonds. In the event that the principal of the Bonds shall have become due and payable pursuant to Section 902 hereof, the Trustee shall deposit into the Series 2002B Bond Fund or the Series 2002C Bond Fund, as the case may be, all amounts remaining in the Project Fund and the Series 2002B Reserve Fund or the Series 2002C Reserve Fund, as the case may be, with advice to the SCCDC and the City of such action.

Section 609. Repayment to the SCCDC from the Bond Funds. Except as provided in Section 606 hereof, any amounts remaining in the Bond Funds (i) after all of the Outstanding Bonds shall be deemed to have been paid and discharged under the provisions of this Indenture, and (ii) after payment of all fees, charges and expenses of the SCCDC, the Trustee, the Bond Registrar and any Paying Agent and all of other amounts required to be paid under this Indenture, the Financing Agreement and the Assigned Phase One, Lease shall be paid to the SCCDC, to the extent that those moneys are in excess of the amounts necessary to effect the payment and discharge of the Outstanding Bonds.

Section 610. Use of Moneys in the Reserve Funds.

(a) All amounts deposited in the Series 2002B Reserve Fund from the proceeds of any series of Series 2002B Bonds and any amounts deposited in the Series 2002B Reserve Fund from any other source (including moneys deposited in the Series 2002B Reserve Fund pursuant to payments by the City under the Financing Agreement or by the Developers under the Phase One Lease) shall be used solely to prevent any default in the payment of the principal of, or interest or redemption premium, if any, on the Series 2002B

Bonds, if moneys in the Series 2002B Bond Fund, to the extent such moneys are available for such purposes, are insufficient to pay the same as they become due. The Trustee shall make a valuation of the value of the cash and Permitted Investments in the Series 2002B Reserve Fund, on a quarterly basis, no later than 30 days after the last day of each quarter of the Fiscal Year of the City and at such other times as the City or the Trustee deems appropriate (the "**Valuation Date**"). If, on any such Valuation Date, the amount on deposit in the Series 2002B Reserve Fund is less than the Series 2002B Reserve Requirement, the City, under the Financing Agreement, is required to pay Additional Payments for deposit in the Series 2002B Reserve Fund until the amount of such deficiency is restored to equal the Series 2002B Reserve Requirement; provided, however, that the City may make equal monthly payments that will make up such deficiency within a 12 month period after the date of such valuation. Moneys in the Series 2002B Reserve Fund shall, at all times, be maintained in an amount not less than the Series 2002B Reserve Requirement. Whenever the moneys in the Series 2002B Reserve Fund, on any Valuation Date, are in excess of the Series 2002B Reserve Requirement for all Outstanding Series 2002B Bonds, an amount up to such excess, shall be deposited in the Project Fund, if Phase One of the Baseball Stadium is not completed, or the Series 2002B Bond Fund after the Completion Date. If, on the fifth Business Day preceding any Bond Payment Date no Series 2002B Bonds remain Outstanding other than Bonds maturing less than one (1) year from such Bond Payment Date, all cash and Permitted Investments in the Series 2002B Reserve Fund shall be transferred to the Series 2002B Bond Fund as needed or appropriate to provide funds to pay the principal of, and interest and any premium on, the Series 2002B Bonds. In addition, on the date that the last of the Series 2002B Bonds come due, all moneys in the Series 2002B Reserve Fund in excess of the Series 2002B Reserve Requirement for all Outstanding Series 2002B Bonds shall be transferred to the Series 2002B Bond Fund, as needed or appropriate, to provide funds sufficient to make the deposits required to be made to the Series 2002B Bond Fund.

(b) All amounts deposited in the Series 2002C Reserve Fund from the proceeds of any series of Series 2002C Bonds and any amounts deposited in the Series 2002C Reserve Fund from any other source (including moneys deposited in the Series 2002C Reserve Fund pursuant to payments by the City under the Financing Agreement) shall be used solely to prevent any default in the payment of the principal of, or interest or redemption premium, if any, on the Series 2002C Bonds, if moneys in the Series 2002C Bond Fund, to the extent such moneys are available for such purposes, are insufficient to pay the same as they become due. The Trustee shall make a valuation of the value of the cash and Permitted Investments in the Series 2002C Reserve Fund, on a quarterly basis, no later than 30 days after the last day of each quarter of the Fiscal Year of the City and at such other times as the City or the Trustee deems appropriate (the "**Valuation Date**"). If, on any such Valuation Date, the amount on deposit in the Series 2002C Reserve Fund is less than the Series 2002C Reserve Requirement, the City, under the Financing Agreement, is required to pay Additional Payments for deposit in the Series 2002C Reserve Fund until the amount of such deficiency is restored to equal the Series 2002C Reserve Requirement; provided, however, that the City may make equal monthly payments that will make up such deficiency within a 12 month period after the date of such valuation. Moneys in the Series 2002C Reserve Fund shall, at all times, be maintained in an amount not less than the Series 2002C Reserve Requirement. Whenever the moneys in the Series 2002C Reserve Fund, on any Valuation Date, are in excess of the Series 2002C Reserve Requirement for all Outstanding Series 2002C Bonds, an amount up to such excess, shall be deposited in the Series 2002C Bond Fund. If, on the fifth Business Day preceding any Bond Payment Date no Series 2002C Bonds remain Outstanding other than Bonds maturing less than one (1) year from such Bond Payment Date, all cash and Permitted Investments in the Series 2002C Reserve Fund shall be transferred to the Series 2002C Bond Fund as needed or appropriate to provide funds to pay the principal of, and interest and any premium on, the Series 2002C Bonds. In addition, on the date that the last of the Series 2002C Bonds come due, all moneys in the Series 2002C Reserve Fund in excess of the Series 2002C Reserve Requirement for all Outstanding Series 2002C Bonds shall be transferred to the Series 2002C Bond Fund, as needed or appropriate, to provide funds sufficient to make the deposits required to be made to the Series 2002C Bond Fund.

ARTICLE VII
SECURITY FOR DEPOSITS AND INVESTMENTS OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the Funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by such Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture, the Phase One Lease and the Financing Agreement, and, except as provided in the Granting Clauses hereof, shall constitute part of the Trust Estate and be subject to the lien hereof until used or applied as herein provided, and shall not be commingled with any other funds of the SCCDC or the City except as provided in Section 702 hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

Section 702. Investments of Moneys in Various Funds. Moneys held in each of the Funds and accounts hereunder shall, pursuant to written direction of the City, signed by the Authorized City Representative, be separately invested and reinvested by the Trustee in accordance with the provisions hereof in Permitted Investments which mature or are subject to redemption prior to the date when such moneys are expected to be needed. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department and may pool moneys for investment purposes. Any such Permitted Investments shall be held or under the control of the Trustee and shall be deemed at all times to be a part of the fund in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such investments shall be credited first to the Reserve Fund, as the case may be, and to the extent necessary to make up any deficiency therein, and then to the Principal Account of the Series 2002B Bond Fund or the Series 2002C Bond Fund, as the case may be, until the amount therein equals the amount of the next principal payment on the Bonds and thereafter to the Interest Account of the Series 2002B Bond Fund or the Series 2002C Bond Fund, as the case may be, and any loss resulting from investment of such fund or account shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of investments whenever the cash balance in such fund or account is insufficient for the purpose of such fund or account.

Any such Permitted Investments shall be held by or under the control of the Trustee for the fund or account of which such investment is a part and shall be deemed at all times a part of the Fund or account in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Permitted Investments shall be credited to such Fund or account, and any loss resulting from such Permitted Investments, shall be charged to such Fund.

For the purpose of determining the amount in any Fund or account, the value of any investments shall be computed at the market value thereof (excluding accrued interest).

Section 703. Valuation of Investments. The value of any investments shall be determined as of the end of each quarter, and shall be calculated as follows:

(a) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (and, if not there, then in *The New York Times*), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its

absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) As to certificates of deposit and bankers acceptances, the face amount thereof plus accrued interest; and

(d) As to any investment not specified above, the value thereof established by prior agreement between the SCCDC and the Trustee.

ARTICLE VIII
PARTICULAR COVENANTS AND PROVISIONS

Section 801. Operation, Maintenance and Modification of Phase One. The SCCDC will (i) cause Phase One to be maintained by the Developers, (ii) cause Phase One to be kept in a safe condition and (iii) cause compliance with all applicable health and safety standards and all other requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof and cause Phase One to be kept in good repair and in good operating condition and cause to be made from time to time. The SCCDC shall not permit or suffer others to commit a nuisance in or about Phase One of the Baseball Stadium or itself commit a nuisance in connection with the use or occupancy of Phase One of the Baseball Stadium by the SCCDC. The SCCDC will cause the Developers to pay all Costs and expenses of maintenance of Phase One of the Baseball Stadium.

Section 802. Payment of Principal, Premium, if any, and Interest. The SCCDC covenants and agrees that it will, but solely from the Loan Payments and other revenues and receipts derived under the Financing Agreement or from investment income hereunder, promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on, every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds, provided that the principal of, premium, if any, and interest shall be payable by the SCCDC solely and only from the Trust Estate, and nothing in the Bonds or this Indenture shall be considered as assigning or pledging any other funds or assets of the SCCDC other than the Trust Estate, and to this end the SCCDC covenants and agrees that it will use its best efforts to cause Phase One of the Baseball Stadium to be continuously and sufficiently leased, and that, should there be a default under the Financing Agreement with the result that the right of possession of Phase One of the Baseball Stadium is returned to the SCCDC, the SCCDC shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another lessee of Phase One of the Baseball Stadium to the end that at all times sufficient rents, revenues and receipts will be derived from Phase One of the Baseball Stadium promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing contained herein shall be construed as requiring the SCCDC to operate Phase One of the Baseball Stadium other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from Phase One of the Baseball Stadium .

Section 803. SCCDC to Execute Indenture and Issue Bonds. The SCCDC covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the SCCDC according to the import thereof.

Section 804. Covenants. The SCCDC covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions set forth in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The SCCDC further represents, warrants and covenants that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the SCCDC according to the terms thereof and hereof. The SCCDC represents, warrants and covenants that it is duly authorized under the Constitution and laws of the State, including in particular, the Charter of the City, to issue the Bonds authorized hereby and to execute, deliver and perform the Site Lease and the Financing Agreement and to assign the Financing Agreement and amounts payable thereunder to the extent herein set forth.

Section 805. Instruments of Further Assurance. The SCCDC covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of, redemption premium, if any, and interest on the Bonds. The SCCDC covenants and agrees that, except as herein and in the Financing Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Trust Estate hereby pledged. Nothing contained herein shall prevent the SCCDC from creating a lien on the Trust Estate junior to the lien of this Indenture. The SCCDC agrees that the Trustee may defend its rights to the payments and other amounts due under the Financing Agreement to the extent assigned by this Indenture to the Trustee, for the benefit of the Owners of the Bonds, against the claims and demands of all persons whomsoever. The SCCDC covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming to the Trustee all and singular the rights assigned hereby and the amounts pledged hereby to the payment of the principal of premium, if any, and interest on the Bonds.

Section 806. Recording and Filing. The SCCDC will direct the Trustee to cause to be filed any necessary financing statements and other documents to perfect the security interests contemplated by this Indenture and all supplements hereto. The Trustee shall file or cause to be filed all necessary financing statements and other documents as the Trustee shall be advised by counsel are necessary to protect and preserve such security interests.

Section 807. Inspection of Phase One Books. The SCCDC covenants and agrees that all documents in its possession relating to Phase One, the Loan Payments and revenues and receipts derived from Phase One of the Baseball Stadium shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 808. Enforcement of Rights Under the Financing Agreement. The SCCDC covenants and agrees that it shall enforce all of its rights and all of the obligations of the City (at the expense of the SCCDC) under the Financing Agreement to the extent necessary to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the Loan Payments coming due under the Financing Agreement. The SCCDC agrees that the Trustee, as assignee of the Financing Agreement, in its name or in the name of the SCCDC may enforce all rights of the SCCDC and all obligations of the City under and pursuant to the Financing Agreement for and on behalf of the Bondowners, whether or not the SCCDC is in default hereunder.

Section 809. Subordination of this Indenture to the Financing Agreement. This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject

and subordinate to the rights and privileges of the City (as long as no default by the City is continuing) set forth in the Financing Agreement. The Trustee, at the request of the SCCDC or the City, will execute and deliver any instrument necessary or appropriate to grant or confirm such subordination.

Section 810. Corporate Existence and Tax-Exempt Status. The SCCDC will at all times maintain its existence as a public benefit nonprofit corporation under the laws of the State and a corporation described in Section 501(c)(3) of the Code and assure the assumption of its obligations under this Indenture by any public body succeeding to its powers, and it will use its best efforts to maintain, preserve and renew all of its rights and powers; and it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to this Indenture or the Financing Agreement.

ARTICLE IX
DEFAULT PROVISION AND REMEDIES

Section 901. Defaults; Events of Default. If any one or more of the following events occur, it is hereby, and declared to be, constituted an "Event of Default" under this Indenture:

(a) the SCCDC shall fail to make due and punctual payment of any interest on any Bond;

(b) the SCCDC shall fail to make due and punctual payment of the principal of, or premium on, any Bond, whether at the stated maturity thereof, accelerated maturity, or when the same is scheduled to be called for redemption;

(c) the SCCDC shall for any reason be rendered incapable of fulfilling its obligations hereunder, or the SCCDC shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any Supplemental Indenture on the part of the SCCDC to be performed and such incapacity or default shall continue for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the SCCDC and the City by the Trustee (which notice may be given by the Trustee in its discretion and shall be given at the written request of the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding); provided, however, if any such default shall be correctable, but is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the SCCDC or the City within such period and diligently pursued until the default is corrected; and

(d) the SCCDC defaults under the Financing Agreement.

With regard to any alleged default concerning which notice is given to the SCCDC under the provisions of this Section, the SCCDC hereby grants to the City full authority for the account of the SCCDC to perform any covenant or obligation, the non-performance of which is alleged in said notice to constitute a default, in the name and stead of the SCCDC, with full power to do any and all things and acts to the same extent that the SCCDC could do and perform any such things and acts in order to remedy such default.

Section 902. Acceleration of Maturity in the Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee may and shall, by notice in writing delivered to the SCCDC and the City, declare the principal of the Bonds then Outstanding and the interest accrued thereon to be immediately due and payable, and such principal and interest shall thereupon become immediately due and payable whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything

in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds then Outstanding shall have so become due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such acceleration on or before the completion of the enforcement of any other remedy under this Indenture, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest in respect to which such defaults shall have occurred and all arrears of the payment of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, upon written request of the Owners of at least a majority in aggregate principal amount of all bonds then Outstanding this and in every such case, the acceleration of the Bonds then Outstanding and the consequences of such acceleration shall be annulled or rescinded, but no such annulment or rescission shall extend to or effect and subsequent acceleration of the Bonds then Outstanding, or impair any right consequent hereon.

Section 903. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and remedies of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, or any part thereof, pending such proceedings, with such powers as the court making the appointment shall confer.

Section 904. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may and shall pursue and exercise any available remedy, including without limitation actions at law or in equity by suit, action, mandamus or other proceedings or exercise such one or more of the rights and remedies conferred by this Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondowners, to enforce the payment of Bond payments or the observance and performance of any other covenant, agreement or obligation under this Indenture, the Financing Agreement, or any other instrument providing security, directly or indirectly, for the Bonds, to enforce the payment of principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the SCCDC as herein set forth.

(b) All rights of action (including the right to file proofs of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants, any Owner of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Bonds subject to the provisions of this Indenture.

No remedy conferred upon or reserved to the Trustee (or to the Owners) by this Indenture is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Owners or now or hereafter existing.

No delay in exercising or omission to exercise any remedy, right or power accruing upon any Default or an Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any Default or an Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

No waiver of any default or an Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent Default or an Event of Default or shall impair any remedy, right or power consequent thereon.

As the assignee of all right, title and interest of the SCCDC in and to the Financing Agreement (except for the unassigned rights of the SCCDC) the Trustee is empowered to enforce each remedy, right and power granted to the SCCDC under the Financing Agreement. In exercising any remedy, right or power thereunder or hereunder, the Trustee shall take any action which would best serve the interests of the Owners in the judgment of the Trustee, applying the standards described in Article X hereof.

Section 905. Limitation on Rights and Remedies of Owners of Bonds. No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in Section 1001(h) hereof, (b) such default shall have become an Event of Default, (c) the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies, rights and powers granted herein or to institute such action, suit or proceeding in its own name, and shall have offered to indemnify the Trustee as provided in Section 1001(l) hereof, and (d) the Trustee shall thereafter fail or refuse to exercise the remedies, rights and powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are conditions precedent in every case to the institution of and suit, action or proceeding described above; it being understood and intended that no one or more Bondowners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of all Bonds Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the SCCDC to pay principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 906. Right of Bondowners To Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Bondowners, by an instrument or instruments in writing executed and delivered to the Trustee, are to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and (to the extent not inconsistent with this Section) of this Indenture.

No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder unless (a) a default has occurred of which the Trustee has been notified as provided in Section 1001(h) hereof, or of which, by such subsection, it is deemed to have notice, (b) such default shall have become an Event of Default, the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity to either proceed to exercise the remedies, rights and powers granted herein, or to institute such action, suit or preceding, in its own name, (c) The Trustee shall thereafter fail or refuse to exercise the remedies, rights and powers hereinbefore granted, or to institute such action, suit or proceeding in its own name and such notification, request and offer of indemnity are conditions precedent in every case to the institution of and suit, action or preceding described above.

No one or more Owners of the Bonds shall have any right to affect, in any manner whatsoever, disturb or prejudice the security or benefit of this Indenture by its, his or their action or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and

ratable benefit of the Owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair, however, the right of any Owners of Bonds to enforce the payment of the Bond on any Bond owned by that Owner at and after the maturity thereof, at the place, from the sources and in the manner expressed in that Bond.

Section 907. Application of Money.

(a) All money received by the Trustee pursuant to any right action on behalf of the Owners of the Series 2002B Bonds taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Series 2002B Bond Fund. All moneys so deposited in the Series 2002B Bond Fund shall be applied by the Trustee to and only to the payment of principal of or interest on the Series 2002B Bonds as follows:

(i) Unless the principal of all the Series 2002B Bonds shall have become or have been declared due and payable, all such money shall be deposited in the Series 2002B Bond Fund and shall be applied:

FIRST - To payment to the Owners entitled thereto of all installments of interest then due on the Series 2002B Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amount due on that installment, to the Owners entitled thereto, without any discrimination or privilege, except as to any difference in respective rates of interest specified in the Series 2002B Bonds; and

SECOND - To payment to the Owners entitled thereto of the unpaid principal of any of the Series 2002B Bonds which shall have become due (other than Series 2002B Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), whether at stated maturity, by redemption or pursuant to any sinking fund requirements, in the order of their due dates, beginning with the earliest due date, with interest on those Series 2002B Bonds from the respective dates upon which they became due at the rates specified in those Series 2002B Bonds, and, if the amount available is not sufficient to pay in full all Series 2002B Bonds due on any particular date together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Owners entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Series 2002B Bonds.

(ii) If the principal of all the Series 2002B Bonds shall have become or have been declared due and payable pursuant to this Article, all of those moneys shall be deposited into the Series 2002B Bond Fund and shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2002B Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over installment of interest, or of any Series 2002B Bond over any other Series 2002B Bond, ratably, according to the amounts due respectively for principal and interest, to the Owners entitled thereto, without any discrimination or privilege; except as to any difference in the respective rates of interest specified in the Series 2002B Bonds.

(iii) If the principal of all of the Series 2002B Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and

annulled under the provisions of Sections 902 and 909 hereof, subject to the provisions of paragraph (c)(ii) of this Section in the event that the principal of all of the Series 2002B Bonds shall become due and payable later, the moneys shall be deposited in the Series 2002B Bond Fund and shall be applied in accordance with the provisions of paragraph (c)(i) of this Section, subject to Article III hereof.

(iv) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the earliest date practicable) upon which such application is to be made, and upon such date interest on the amounts of principal, if any, to be paid on such date shall cease to accrue on the amount of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 204 hereof for the establishment of, and for giving notice with respect to, a date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of and any premium on a Series 2002B Bond to the Owner thereof until the Series 2002B Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

(b) All money received by the Trustee pursuant to any right action on behalf of the Owners of the Series 2002C Bonds taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Series 2002C Bond Fund. All moneys so deposited in the Series 2002C Bond Fund shall be applied by the Trustee to and only to the payment of principal of or interest on the Series 2002C Bonds as follows:

(i) Unless the principal of all the Series 2002C Bonds shall have become or have been declared due and payable, all such money shall be deposited in the Series 2002C Bond Fund and shall be applied:

FIRST - To payment to the Owners entitled thereto of all installments of interest then due on the Series 2002C Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amount due on that installment, to the Owners entitled thereto, without any discrimination or privilege, except as to any difference in respective rates of interest specified in the Series 2002C Bonds; and

SECOND - To payment to the Owners entitled thereto of the unpaid principal of any of the Series 2002C Bonds which shall have become due (other than Series 2002C Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), whether at stated maturity, by redemption or pursuant to any sinking fund requirements, in the order of their due dates, beginning with the earliest due date, with interest on those Series 2002C Bonds from the respective dates upon which they became due at the rates specified in those Series 2002C Bonds, and, if the amount available is not sufficient to pay in full all Series 2002C Bonds due on any particular date together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Owners entitled thereto, without any discrimination or privilege,

except as to any difference in the respective rates of interest specified in the Series 2002C Bonds.

(ii) If the principal of all the Series 2002C Bonds shall have become or have been declared due and payable pursuant to this Article, all of those moneys shall be deposited into the Series 2002C Bond Fund and shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2002C Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over installment of interest, or of any Series 2002C Bond over any other Series 2002C Bond, ratably, according to the amounts due respectively for principal and interest, to the Owners entitled thereto, without any discrimination or privilege; except as to any difference in the respective rates of interest specified in the Series 2002C Bonds.

(iii) If the principal of all of the Series 2002C Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Sections 902 and 909 hereof, subject to the provisions of paragraph (d)(ii) of this Section in the event that the principal of all of the Series 2002C Bonds shall become due and payable later, the moneys shall be deposited in the Series 2002C Bond Fund and shall be applied in accordance with the provisions of paragraph (d)(i) of this Section, subject to Article III hereof.

(iv) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the earliest date practicable) upon which such application is to be made, and upon such date interest on the amounts of principal, if any, to be paid on such date shall cease to accrue on the amount of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 204 hereof for the establishment of, and for giving notice with respect to, a date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of and any premium on a Series 2002C Bond to the Owner thereof until the Series 2002C Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

Section 908. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon, reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy; but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondowners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

In case the Trustee shall have proceeded to enforce any right, remedy or power under this Indenture in any suit, action or proceedings by the appointment of a receiver or otherwise, and such suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the SCCDC, the Trustee, the City and the Owners of the Bonds shall be restored to their former position and rights hereunder, respectively, with regard to the property herein

subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 909. Waivers of Events of Default. Except as hereinafter provided, the Trustee may, at any time, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of the Bonds. The Trustee shall do so upon the written request of the Owners of at least a majority in aggregate principal amount of all the Bonds then Outstanding. In the case of the waiver or rescission and annulment, or in case any suit, action or proceedings taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the SCCDC, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder, respectively. No waiver or annulment and rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been undertaken.

Section 910. Notice of Defaults Under Section 901(c): Opportunity of the SCCDC to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 901(c) hereof shall constitute an Event of Default until actual notice of such default by first class mail (postage prepaid) shall be given to the SCCDC (with a copy to the City) by the Trustee or by the Owners of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the SCCDC shall have had 60 days after receipt of such notice to correct such default or cause such default to be corrected, and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the SCCDC within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice is given to the SCCDC and the City under the provisions of this Section, the SCCDC hereby grants the City full authority for the account of the SCCDC to perform any covenant or obligation alleged in such notice to constitute an event of default, in the name and stead of the SCCDC with full power to do any and all things and acts to the same extent that the SCCDC could do and perform any such things and acts and with power of substitution.

ARTICLE X
THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform such trusts, as a Trustee ordinarily would perform said trusts under an Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder and perform any of its duties either directly or by or through attorneys, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder or under the Financing Agreement,

and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the SCCDC or the City), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital other than its own contained herein, or in the Bonds, (except with respect to the certificate of authentication of the Trustee endorsed on the Bonds) or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring Phase One of the Baseball Stadium or collecting any insurance moneys, or for the validity of the execution by the SCCDC of this Indenture or of any supplements thereto or instruments of further assurance or for the security for the Bonds. Except as otherwise provided in this Indenture or in the Financing Agreement, the Trustee shall perform all of the duties of the SCCDC under the Financing Agreement.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered by it in accordance with the provisions herein. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, direction, notice, request, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture and believed to be genuine and correct and to have been signed, presented or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the SCCDC and the City. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceedings, or whenever in the administration of this Indenture, the Trustee shall be entitled to rely upon a certificate signed by an Authorized SCCDC Representative or Authorized City Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by such subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized SCCDC Representative under its seal to the effect that a resolution in the form therein set forth has been adopted by the SCCDC, as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(g) Nothing herein contained shall relieve the Trustee from liability for its own negligent action or failure to act or its own willful misconduct, except that the Trustee shall not incur any liability (i) for any error of judgment made in good faith by a responsible officer or responsible officers thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts, or (ii) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of the percentage of the Bonds specified herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default except an Event of Default (i) described in subsection (a) or (b) of Section 901, (ii) as to which it has actual notice or (iii) as to which it has been specifically notified in writing by the SCCDC, or by the Owners of at least 25% in aggregate principal amount of Bonds then Outstanding, delivered to the principal corporate trust office of the Trustee.

(i) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the SCCDC pertaining to the revenues and receipts under or with respect to the Financing Agreement and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or the taking of any action whatsoever within the purview of this Indenture, the delivery of any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action deemed desirable by the Trustee for the purpose of establishing the right of the SCCDC to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Sections 902, 903, 904 or 905 of this Indenture or the Financing Agreement, the Trustee may require that the Bondowners furnish an indemnity bond satisfactory to the Trustee for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(m) All money received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which it was received, but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any money received hereunder except such as may be agreed upon.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds and as Bond Registrar. Pursuant to the provisions of the Financing Agreement, the City has agreed to pay to the Trustee all fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the SCCDC shall have no liability for any fees, charges and expenses of the Trustee, and the

Trustee agrees to look only to the City for the payment of all fees, charges and expenses of the Trustee and any Paying Agent as provided in the Financing Agreement. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1003. Covenant of the Bond Registrar to Keep Records of Beneficial Interest of Owners of Bonds in Trust Estate. The Bond Registrar covenants to keep all such records of the Owners of Bonds and the beneficial interests thereof in the Trust Estate.

Section 1004. Notice to Owners of Bonds if Default Occurs. If a default occurs of which the Trustee by Section 1001(h) hereof is required to take notice, or if notice of default be given as provided in Section 1001(h) hereof, then the Trustee or the Bond Registrar, upon instruction by the Trustee, shall, unless the Event of Default theretofore shall have been cured or waived, promptly give written notice thereof by first class mail to the last known Owners of all Bonds then Outstanding.

Section 1005. Intervention by the Trustee. In any judicial proceeding to which the SCCDC is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding, provided that the Trustee shall first have been offered such reasonable indemnity as it may require against the costs, expenses and liabilities which it may incur in or by reason of such proceeding.

Section 1006. Successor Trustee. The Trustee and every successor Trustee appointed pursuant to this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $75,000,000. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor to the Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, duties, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 1007. Resignation by Trustee or the Bond Registrar. The Trustee or the Bond Registrar or the successor to either may at any time resign from the trusts hereby created by giving 45 days written notice by registered or certified mail to the SCCDC and the City, and by first class mail (postage prepaid) to the Owners of each Bond; provided, however, that such resignation shall not take effect and the Trustee shall not resign or in any way cease the performance of its duties hereunder until the appointment of a successor to the Trustee by the Owners of the Bonds or by the SCCDC pursuant to the provisions of this Indenture. In the event that no successor Trustee or bond registrar is appointed within 45 days of the giving of such notice, the resigning Trustee or Bond Registrar may petition any court of competent jurisdiction for the appointment of a successor Trustee or bond registrar acceptable to the Trustee.

Section 1008. Removal of the Trustee or the Bond Registrar. Either the Trustee or the Bond Registrar may be removed at any time for any breach of the trusts set forth herein, or for failure or refusal to act as Trustee or Bond Registrar, respectively, or by the Owners of more than 50% in aggregate principal amount of Bonds then Outstanding, in either case by an instrument or concurrent instruments delivered to the Trustee or the Bond Registrar, as applicable. The Trustee or the Bond Registrar so removed thereupon

shall give notice of such removal in the manner specified in Section 1007 of this Indenture; provided, however, that such removal shall not take effect and neither the Trustee nor the Bond Registrar shall in any way cease the performance of its duties until the appointment of a successor in the manner prescribed by this Indenture.

Section 1009. Appointment of Successor Trustee by the Owners of Bonds; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the process of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys-in-fact, duly authorized and a copy of which shall be delivered personally or sent by registered mail to the SCCDC, the City and the Bond Registrar. Nevertheless, in case of such vacancy, the SCCDC and the City, shall appoint a temporary successor to the Trustee to fill such vacancy until a successor to the Trustee shall be appointed by the Owners of the Bonds in the manner above provided; and any such temporary successor to the Trustee so appointed by the SCCDC shall immediately and without further act be superseded by the successor to the Trustee so appointed by such Owners of the Bonds. Notice of the appointment of a successor to the Trustee shall be given in the same manner as provided by Section 1007 hereof with respect to the resignation of the Trustee. Every such Trustee appointed pursuant to the provisions of this Section 1009 shall be a trust company or bank in good standing, located in or incorporated under the laws of the State or of the United States of America, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 1010. Vesting of Trust Estate in Successor Trustee. Every successor Trustee appointed shall execute, acknowledge and deliver to its predecessor and also to the SCCDC and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the SCCDC, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the SCCDC be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the SCCDC.

Section 1011. Designation and Succession of Bond Registrar. The Trustee is hereby appointed Bond Registrar. The Trustee, however, may delegate certain of its responsibilities relating to bond registration; provided, however, that, notwithstanding such delegation, the Trustee will remain liable for the performance of any such delegated functions and for the fees and expenses of its delegate. Any bank or trust company with which or into which the Bond Registrar may be merged or consolidated, or to which the assets and business of such Bond Registrar may be sold, shall be deemed the successor of such Bond Registrar for the purposes of this Indenture. If the position of Bond Registrar shall become vacant for any reason, the Trustee shall, within 30 days hereafter, appoint a bank or trust company to fill such vacancy.

The Bond Registrar shall enjoy the same protection provisions in the performance of its duties hereunder as are specified in Section 1001 hereof with respect to the Trustee insofar as such provisions may be applicable.

Notice of the appointment of a successor Bond Registrar shall be given in the same manner as provided by Section 1007 hereof with respect to the appointment of a successor Trustee.

Section 1012. Designation and Succession of Paying Agents and Authenticating Agents.

(a) Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. Any Paying Agent may resign and be discharged as such by giving not less than 60 days' notice to the SCCDC, the Trustee and any other Paying Agent. Any Paying Agent can be removed at any time by an instrument filed with such Paying Agent and the Trustee, which instrument is signed by an authorized officer of the SCCDC. If the position of Paying Agent shall become vacant for any reason, the Trustee shall, within 30 days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy. Other Paying Agents or trustees may be appointed pursuant to Article X hereof by the Trustee if in its discretion additional Paying Agents or trustees are deemed advisable.

The Paying Agents shall enjoy the same protection provisions in the performance of their duties hereunder as are specified in Section 1001 hereof with respect to the Trustee insofar as such provisions may be applicable.

Notice of the appointment of additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 1007 hereof with respect to the appointment of a successor Trustee.

(b) Any bank or trust company with which or into which any authenticating agent may be merged or consolidated, or to which the assets and business of such authenticating agent may be sold, shall be deemed the successor of such authenticating agent for the purposes of this Indenture. Any authenticating agent may resign and be discharged of its duties and obligations under this Indenture by giving at least 60 days' written notice to the Trustee, the Bond Registrar and the other authenticating agents, if any. Any authenticating agent may be removed at any time by an instrument filed with such authenticating agent and the Bond Registrar and signed by the Trustee. If the position of the authenticating agent shall become vacant for any reason, the Trustee shall, within 30 days thereafter and with the prior consent of the SCCDC, appoint a bank or trust company located in the same city as such authenticating agent to fill such vacancy; provided, however, that if the Trustee shall fail to appoint such authenticating agent within such period, the Bond Registrar shall make the appointment. Other authenticating agents may be appointed pursuant to Article X of this Indenture by the Trustee, with the prior consent of the SCCDC, if in the Trustee's opinion the appointment of additional authenticating agents is deemed advisable.

The Paying Agents shall enjoy the same protection provisions in the performance of their duties hereunder as are specified in Section 1001 of this Indenture with respect to the Trustee insofar as such provisions may be applicable.

Notice of the appointment of additional authenticating agents shall be given in the same manner as provided by Section 1009 of this Indenture with respect to the appointment of a successor Trustee.

(c) Each authenticating agent shall have power to act, on behalf and in the name of the Trustee and subject to the Trustee's direction, in the receipt, authentication and delivery of Bonds in connection with transfers, exchanges and registrations under Article II of this Indenture as fully to all intents and purposes as though such authenticating agent had been expressly authorized by such Article II to receive, authenticate and deliver the Bonds. For all purposes of this Indenture, the receipt, authentication and delivery of Bonds

by the authenticating agent pursuant to this Section 1012 shall be deemed to be the receipt, authentication and delivery of such Bonds by the Trustee.

Section 1013. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that, in case of litigation under this Indenture, the Financing Agreement, and, in particular, in case of the enforcement thereof on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction, it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such power, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the SCCDC be required by a separate or co-trustee so appointed by the Trustee for more fully certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the SCCDC. In case any separate or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or co-trustee.

Section 1014. Transfer of Properties. In the event of the resignation or removal of any Paying Agent, authenticating agent or Bond Registrar, such Fiduciary shall pay over, assign and deliver any moneys, records and other property held by it as such Fiduciary to its successor or, if there be no successor, to the Trustee.

Section 1015. Right of Trustee to Pay Taxes, Insurance and Charges. In case any tax, assessment, governmental or other charge upon, or insurance premium with respect to, any part of Phase One of the Baseball Stadium is not paid as required herein or in the Financing Agreement, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondowners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate equal to the interest rate for advances shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, redemption premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of Additional Loan Payments, revenues and receipts derived by the SCCDC pursuant to the Financing Agreement, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 51% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1016. Annual Accounting. The Trustee shall render an annual accounting to the SCCDC, and to any Bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any Funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1017. Continuing Disclosure. Pursuant to the Financing Agreement, the City has undertaken all responsibility for compliance with continuing disclosure requirements and the SCCDC shall have no liability to the Bondowners or any other person with respect to such disclosure matters and simultaneous with the delivery of the Bonds has executed and will deliver the Continuing Disclosure Agreement evidencing the City undertaking to make continuing disclosure. Notwithstanding any other provision of this Indenture, the failure to the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of the Placement Agent or the Bondowners of at least 25% aggregate principal amount of Outstanding Bonds, shall) or any Bondowner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under the Financing Agreement.

ARTICLE XI
AMENDMENTS

Section 1101. Amendments Not Requiring Consent of Bondowners. The SCCDC and the Trustee may from time to time, but without the consent of or notice to any of the Bondowners, enter into such indenture or indentures as shall not be inconsistent with the terms and provisions hereof and as shall not adversely affect the interests of the Bondowners, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to correct or supplement any provision herein which may be inconsistent with any other provision herein;

(b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;

(c) To subject to the pledge and lien of this Indenture additional revenues, properties or collateral;

(d) To more precisely identify Phase One of the Baseball Stadium in accordance with the Financing Agreement or to substitute or add additional property thereto;

(e) To modify, amend or supplement this Indenture, or any indenture supplemental hereto, in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939 or similar federal statute;

(f) To evidence the appointment of a separate Trustee, co-trustee or Bond Registrar or the succession of a new Fiduciary hereunder;

(g) To issue Additional Bonds as provided in Section 209 hereof;

(h) To make any other change not prejudicial to the Bondowners; and

(i) To evidence the appointment of a separate trustee or a co-trustee or the succession of a new trustee.

Section 1102. Amendments Requiring Consent of Bondowners. Exclusive of indentures covered by Section 1101 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the SCCDC and the Trustee of such other Indenture or Indentures hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Indenture; provided, however, that nothing contained in this Section shall permit, or be construed as permitting, without the consent of the Owners of all Outstanding Bonds: (a) an extension of the maturity date of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Indenture, or (e) the creation of any lien other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee.

If at any time the SCCDC shall request the Trustee to enter into any such Indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Indenture to be mailed by registered or certified mail to each Owner of a Bond. Such notice shall briefly set forth the nature of the proposed Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners of the Bonds. If, within 60 days or such longer period as shall be prescribed by the SCCDC following the mailing of such notice, the Owners of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained herein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the SCCDC from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Indenture as in this Section permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 1103. City's Consent to Indenture. Anything herein to the contrary notwithstanding, an Indenture under this Article which affects any rights of the City shall not become effective unless and until the City shall have consented in writing to the execution and delivery of such Indenture, provided that receipt by the Trustee of a supplemental agreement executed by the City in connection with the issuance of Additional Bonds under Section 209 hereof shall be deemed to be the consent of the City to the execution of a supplemental indenture pursuant to Section 209 hereof, respectively.

Section 1104. Reliance by Trustee. The Trustee shall be entitled to rely upon an opinion of Counsel stating that an Indenture is authorized.

ARTICLE XII
FINANCING AGREEMENT

Section 1201. Financing Agreements Not Requiring Consent of Bondowners. The SCCDC and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Financing Agreement as may be required (i) by the provisions of the Financing Agreement or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify Phase One of the Baseball Stadium in accordance with the Financing Agreement or substitute or add additional property hereto, (iv) in connection with the issuance of Additional Bonds under Section 209 hereof, or (v) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondowners.

Section 1202. Financing Agreement Requiring Consent of Bondowners. Except for the Financing Agreement as provided for in Section 1201 hereof, neither the SCCDC nor the Trustee shall consent to the execution of any Financing Agreement by the SCCDC and the City without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than two-thirds in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in Section 1102 hereof; provided, however, that nothing in this Section contained shall permit or be construed as permitting without the consent of the Owners of all Bonds then Outstanding (a) an extension of time for payment of any Loan Payment, or (b) a reduction in the amount of any Loan Payment, or (c) a reduction in the aggregate principal amount of Bonds the Owners of which are required to consent to any Financing Agreement. If at any time the SCCDC and the City shall request the consent of the Trustee to any such proposed Financing Agreement the Trustee shall cause notice of such proposed Financing Agreement to be mailed in the same manner as provided by Section 1102 hereof with respect to an Indenture. Such notice shall briefly set forth the nature of such proposed Financing Agreement and shall state that copies of the same are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners.

Section 1203. Reliance by Trustee. The Trustee shall be entitled to rely upon an opinion of Counsel stating that any amendment to the Financing Agreement is authorized or permitted by this Indenture.

ARTICLE XIII
SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture. When the principal of, redemption if any, and interest on all the Bonds shall have been paid in accordance with their terms, or provisions have been made for such payment as provided in Section 1302 hereof, and provisions shall also be made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agents to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release the lien of this Indenture and shall execute, acknowledge and deliver to the SCCDC such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of the lien of this Indenture, and shall assign and deliver to the SCCDC any property and revenues at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Funds required to be paid to the SCCDC under Section 605 hereof and except funds or securities in which such funds are invested, held by the Trustee for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

The Trustee is hereby authorized to accept a certificate by the SCCDC that the whole amount of the principal, redemption premium, if any, and interest so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with Section 1302 hereof as evidence of satisfaction of this Indenture.

Section 1302. Bonds Deemed to be Paid. Bonds shall be deemed to be paid within the meaning of this Article when deemed to be paid in accordance with the Ordinance when payment of the principal of and the applicable redemption premium, if any, on such Bonds, plus interest thereon to the due Redemption Date as provided in this Indenture, or otherwise, either (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by depositing with the Trustee, in trust irrevocably set aside, exclusively for such payment: (i) cash; (ii) State and Local Government Series issued by the United States Treasury; (iii) United States Treasury bills, notes and bonds, as traded on the open market; and (iv) Zero Coupon United States Treasury Bonds, in such amount and at such times as will ensure the availability of sufficient moneys to make such payment. At such time as any Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefit of this Indenture, except for the purpose of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (b) of the first paragraph of this Section shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been mailed in accordance with Article III of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including redemption premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including redemption premium thereon, if any) with respect to which such moneys and Governmental Obligations have been so set aside in trust.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners. Any consent, request, direction, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of the Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of ownership shall be proved by the registration books of the SCCDC maintained by the Bond Registrar pursuant to Section 213 hereof.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the SCCDC or any affiliate of the SCCDC shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the SCCDC; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the SCCDC or any affiliate of the SCCDC.

Section 1402. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company, other than the parties hereto, and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, and to the Owners of the Bonds as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the SCCDC, the Trustee, the City or the Bondowners if the same shall be duly mailed by registered or certified mail addressed:

(1) To the SCCDC: Springfield Center City Development Corporation, 840 Boonville, P.O. Box 8368, Springfield, Missouri, 65801, or to such other address as the SCCDC may from time to time file with the Trustee and the City.

(2) To the Trustee: Commerce Bank, N.A., 1000 Walnut Street, 6th Floor, P.O. Box 419248, Kansas City, Missouri 64141-6248, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the SCCDC and the City.

(3) To the City: City of Springfield, 840 Boonville, P.O. Box 8368, Springfield, Missouri 65801, or to such other address as the City may from time to time file with the SCCDC and the Trustee.

(4) To the Bondowners if the same shall be duly mailed by registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the Bond Register required by Section 206 hereof to be kept at the principal corporate trust office of the Trustee.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance,

or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1405. Execution of Counterparts. This Indenture may be simultaneously executed counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Applicable Provisions of Law. This Indenture shall be governed by and in accordance with the laws of the State. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future elected or appointed official, agent or employee of the SCCDC in his or her individual capacity, and neither the officials of the SCCDC nor any official executing the Bonds shall be liable personally on the Bonds nor shall they be subject to any personal liability or accountability by reason of the issuance thereof.

IN WITNESS WHEREOF, the SCCDC has caused this Indenture to be executed on its behalf by its President or Vice President and attested by its Secretary or Assistant Secretary and the seal of the SCCDC to be hereunto affixed and duly attested; the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed; and the Trustee has approved and accepted its appointment as Bond Registrar under this Indenture and the obligations set forth herein and has caused this Indenture to be executed in its name by its duly authorized officer and its seal to be hereunto affixed, all as of the day and year first above written.

SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION

By: William E. Kirkman
Name: William E. Kirkman
Title: President

[SEAL]

Attest:

By: Sara Hargis
Name: Sara Hargis
Title: Assistant Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 19th day of December, 2002, before me appeared William E. Kirkman and Sara Hargis, to me personally known, and who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of the Springfield Center City Development Corporation, a public benefit nonprofit corporation of the State of Missouri, that the seal affixed to the foregoing instrument is the official seal of

said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Denise C. Ritter
Notary Public

[SEAL]

DENISE C. RITTER
NOTARY PUBLIC - STATE OF MISSOURI
LAWRENCE COUNTY
MY COMMISSION EXPIRES NOV. 23, 2004

My commission expires:
11-23-2004

/ccdc/JVP first phase baseball bonds/indent4
December 19, 2002

Execution Copy

COMMERCE BANK, N.A., as Trustee

By: _____
Name: WILLIAM EKEY
Title: VICE PRESIDENT

[SEAL]

Attest:

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 17th day of December, 2002, before me appeared William Ekey and Vinetta A. Garnett, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of Commerce Bank, N.A., a national association duly organized and existing under the laws of the United States of America with full power and authority to accept and to execute trusts and that the seal affixed to the foregoing instrument is the official seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said individuals acknowledged said instrument to be the free act and deed of said corporation by said individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

[SEAL]

My commission expires:

C. GUEIN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 20, 2006

/ccdc/JVP first phase baseball bonds/indent4
December 19, 2002

Execution Copy

SCHEDULE 1

Baseball Site

All of the following described real estate:

IN PLOT 5 MARBLEHEAD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, Combine Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57 except those parts of lots 53, 55, and 57 described as follows:

> ALL OF THE FOLLOWING DESCRIBED PART OF LOTS 53, 55 AND 57 IN PLOT 5 MARBLEHEAD ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF:
>
> BEGINNING AT THE NORTHWEST CORNER OF LOT 57 OF MARBLEHEAD ADDITION; THENCE S1°55'18"W ALONG THE WEST LINE OF SAID LOT 57 WHICH IS ALSO THE EAST LINE OF SHERMAN AVENUE A DISTANCE OF 86.14 FEET TO THE SOUTH EDGE OF A GRAVEL DRIVEWAY; THENCE N87°39'02"E ALONG SAID SOUTH EDGE OF A GRAVEL DRIVE A DISTANCE OF 31.38 FEET; THENCE CONTINUING ALONG SAID SOUTH EDGE OF A GRAVEL DRIVE N81°42'01"E A DISTANCE OF 80.88 FEET; THENCE CONTINUING ALONG SAID SOUTH EDGE OF A GRAVEL DRIVE N76°57'41"E A DISTANCE OF 101.19 FEET; THENCE N23°26'27"W A DISTANCE OF 112.23 FEET TO THE NORTHEAST CORNER OF LOT 55 OF MARBLEHEAD ADDITION; THENCE S72°02'06"W ALONG THE SOUTH RIGHT OF WAY OF THE RAILROAD PROPERTY AS SHOWN ON THE RECORDED PLAT OF MARBLEHEAD ADDITION, A DISTANCE OF 170.76 FEET TO THE POINT OF BEGINNING.

AND

A parcel of land in the City of Springfield, Greene County, Missouri, but subject to the reservation and restriction that the real estate will be used for parking for the Baseball Stadium and when not used for that purpose to be used for public parking at the direction of the City: Beginning at the southwest corner of Quarry Reserve, Marblehead Addition, then east for a distance of 60 feet to a point on the northern boundary of the right-of-way of East Trafficway, then North a distance of 240 feet to a point, then West 60 feet to a point on the Western boundary of Quarry Reserve, then South 240 feet along the western boundary of Quarry Reserve to the point of beginning.

Description of the Baseball Stadium

The Baseball Stadium is to be constructed and equipped by the Developers on the Baseball Site in accordance with the Minor League Facility Standards (attached to the Development Agreement), 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.

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EXHIBIT A

(FORM OF DISBURSEMENT REQUEST FOR COSTS OF THE BASEBALL STADIUM PROJECT)

Request No.:_____ Date:_____

WRITTEN REQUEST FOR DISBURSEMENT FROM THE SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION PROJECT FUND

To: Commerce Bank, N.A.
1000 Walnut Street, 6th Floor
P.O. Box 419248
Kansas City, Missouri 64141-6248
Attention: Corporate Trust Department

Ladies and Gentlemen:

Pursuant to the Trust Indenture dated as of December 1, 2002 (the "Indenture") between the Springfield Center City Development Corporation (the "SCCDC") and you, as Trustee, 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 (collectively, the "Developers"), hereby request payment from the Springfield Center City Development Corporation, Project Fund which request is joined into by the City of Springfield, Missouri (the "City") in accordance with this request and said Indenture, and hereby state and certify as follows:

1. All terms of this request are used with the meanings used in the Indenture.

2. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the Costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment 1 hereto.

3. Eligible Collateral has been tendered by the Developers to the Trustee as the Collateral Agent under the Agency Agreement which has an Agreed Value at least sufficient, when considered with Collateral in the aggregate, to equal or exceed the Collateral Requirement having an Aggregate Adjusted Equity Requirement for Collateral under the Agency Agreement and for which the City has issued an Acceptance Certificate.

4. The amount hereby requested (i) qualifies as a Cost of Phase One of the Baseball Stadium and (ii) either has been paid, or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses are stated on Attachment 1 hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the completion of Phase One of the Baseball Stadium.

5. No part of the several amounts paid or due, as stated in this certificate has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequently filed certificate.

6. The amount remaining in the Project Fund, together with the Developers' reasonable estimate of the earnings on Permitted Investments to be deposited in the Project Fund in accordance with the Indenture, after payment of the amounts requested, will be sufficient to pay the remaining Costs in accordance with the Plans and Specifications, it being understood that no moneys in the Project Fund may be disbursed to pay Costs unless after such expenditure the remaining moneys remaining in the Project Fund, together with the Developers' reasonable estimate of the earnings on Permitted Investments to be deposited in the Project Fund in accordance with the Indenture, are sufficient to pay such remaining Costs.

7. This request contains no request for payment on account of any retained percentage which the City is, at the date of such certificate, entitled to retain.

8. There has not been filed with or served upon the Developers any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate which has not been released or will not be released simultaneously with the payment of such obligation.

9. Each of the Developers' representations contained in the Phase One Baseball Stadium Lease Agreement dated as of December 1, 2002 (the "Phase One Lease") between the City and the Developers is true, correct and not misleading as though made as of the date hereof.

10. No event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default under the Phase One Lease.

11. Invoices, statements, vouchers or bills for the amounts requested for all services or materials furnished by contractors, subcontractors or suppliers, except as to any retainage, related to amounts specified in this request are attached hereto.

12. All building permits and other governmental permits and approvals required for the completion of Phase One of the Baseball Stadium to which the Costs being requested relate have been obtained and are in full force and effect. Copies of any such permits and approvals not previously furnished to the Trustee are attached hereto.

Lien waivers for all services or materials included in amounts requested by previous Disbursement Requests, except as to any retainage, have been furnished to the City or are attached hereto.

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

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

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

_____
Printed Name: JOHN Q. HAMMONS

Printed Name: JUANITA K. HAMMONS

Joined into by the

CITY OF SPRINGFIELD, MISSOURI

By:_____
Authorized City Representative

The undersigned hereby approves the foregoing Disbursement Request and verifies the accuracy of the statements set forth therein.

ARCHITECT

By:_____
Title:_____

Attachment 1

TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE SPRINGFIELD CENTER CITY DEVELOPMENT CORPORATION PROJECT FUND

SCHEDULE OF PAYMENTS REQUESTED

Payee and Address	Amount	Description