City of Springfield

Agenda

City Council Special Meeting

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Andrew Lear, General C
Matthew Simpson, Zone 4	Richard Ollis, General D

February 14, 2023	**11:30 AM**	**Busch Municipal Building 840 Boonville Ave. Councilman Denny Whayne Conference Room**

Rules and procedures can be found on the Agenda Center.

1. ROLL CALL.

2. SECOND READING. Citizens Have Spoken. May Be Voted On.

2.1. Council Bill 2023-041 (McClure) (Public Hearing occurred at the 2-6-23 City Council Meeting.)
A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of $16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

3. NEW BUSINESS

3.1. Review Agenda Session Report for the February 21, 2023, City Council Meeting.

4. CLOSED SESSION.

City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

4.1. Special Meeting Notice.

EXPLANATION TO COUNCIL BILL 2023-041 (MCCLURE) (PUBLIC HEARING OC

FILED: 02/08/2023

ORIGINATING DEPARTMENT: Law

PURPOSE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of $16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

BACKGROUND INFORMATION: Beginning in the 1990's, the City acquired properties in the Jordan Valley corridor for the purpose of realizing a major goal of Vision 2020, the City's comprehensive plan at the time. Vision 2020 called for the revitalization of a blighted industrial area into one which would include a park, ice skating rink, exposition center, and baseball stadium. The City entered into a series of agreements with noted developer John Q. Hammons for the Revocable Trust of John Q. Hammons ("The Revocable Trust,") to construct a baseball stadium at 955 East Trafficway. The stadium, named Hammons Field, opened in 2004, and in 2005, Hammons Field became the home of the Springfield Cardinals, the Double-A affiliate of the St. Louis Cardinals baseball team. A parking lot was constructed at 946 East Trafficway to provide parking for the stadium.

The agreements between the City and the Revocable Trust provided that the City would issue bonds to fund the cost of constructing the stadium. Once the bonds were repaid, the Revocable Trust could purchase the stadium and a portion of the land it was built on for $1, at which time the City would be required to provide said Trust a 50-year ground lease for the remaining land under the stadium.

In 2016, The Revocable Trust declared bankruptcy, and as part of the bankruptcy plan approved by the bankruptcy court, the Revocable Trust's rights to purchase the stadium and obtain a 50-year lease were provided to a Charitable Trust formed to honor Mr. Hammon's legacy. After negotiation with the Charitable Trust and other parties, the City proposes to enter into a global agreement that would result in: (1) the City purchasing the Charitable Trust's rights in Hammons Field for $6,500,000 so that the City owns it outright; (2) the City purchasing parking lots at 946 East Trafficway and a parking lot at 234 North John Q Hammons Parkway for $5,500,000 to ensure sufficient parking for the stadium; (3) entering into an amended and restated lease agreement with the Springfield Cardinals, LLC, that extends the lease for an additional 15 years and provides a fund of $4,000,000 for initial capital improvements; and (4) entering into a settlement agreement that resolves the City's claims in the Hammons bankruptcy.

The bankruptcy court must approve the purchase agreement for Hammons Field. Provided the court does so, approval of this Council bill would resolve the City's claims in the Hammons bankruptcy, would make the City the outright owner of Hammons Field, would secure parking for the stadium, and would ensure Hammons Field remains the home of the Springfield Cardinals for the next fifteen years.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Ord 2023-041
2. Hammons Bankruptcy_Ex 1
3. Hammons Bankruptcy_Ex 2
4. Hammons Bankruptcy_Ex 3
5. Hammons Bankruptcy_Ex 4

One-rdg. ______________
P. Hrngs. ______________
Pgs. 148
Filed: 01-31-23

Sponsored by: McClure

First Reading: ____________________ Second Reading: ____________________

COUNCIL BILL 2023-041 SPECIAL ORDINANCE ______________

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of $16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

WHEREAS, beginning in the 1990's, the City acquired properties in the Jordan Valley corridor for the purpose of realizing a major goal of Vision 2020, then the City's comprehensive plan, which called for the revitalization of a blighted industrial area into an area which would include a park, ice skating rink, exposition center, and baseball stadium; and

WHEREAS, the City entered into a series of agreements with noted developer John Q. Hammons for Mr. Hammons to construct a baseball stadium at 955 East Trafficway, and the stadium, named Hammons Field, opened in 2004; and

WHEREAS, in 2005, Hammons Field became the home of the Springfield Cardinals, the Double-A affiliate of the St. Louis Cardinals baseball team, and a parking lot was constructed at 946 East Trafficway to provide parking for the stadium; and

WHEREAS, the agreements between the City and the Revocable Trust of John Q. Hammons provided that the City would issue bonds to fund certain costs related to constructing the stadium and once the bonds were repaid, said Revocable Trust could purchase the stadium and a portion of the land it was built on for $1, at which time the City would be required to provide said Revocable Trust a 50-year ground lease for the remaining land under the stadium; and

WHEREAS, in 2016, The Revocable Trust of John Q. Hammons declared bankruptcy, and as part of the bankruptcy plan, the Trust's rights to purchase the stadium and obtain a 50-year lease were provided to a Charitable Trust formed to honor Mr. Hammon's legacy; and

WHEREAS, after negotiation, the City proposes to enter into a global agreement that would result in: (1) the City purchasing the Charitable Trust's rights in Hammons Field for $6,500,000 so that the City owns it outright; (2) the City purchasing parking lots at 946 East Trafficway and a parking lot at 234 North John Q Hammons Parkway for $5,500,000 to ensure sufficient parking for the stadium; (3) entering into an amended and restated lease agreement with the Springfield Cardinals, LLC, that extends the lease for an additional 15 years and provides a fund of $4,000,000 for initial capital improvements; and (4) entering into a settlement agreement that resolves the City's claims in the Hammons bankruptcy.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

<u>Section 1</u> – The City Manager, or his designee, is hereby authorized to enter into a Purchase and Sale Agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights and interest in Hammons Field, including both real property and personal property and the lease of the Springfield Cardinals and the license of Missouri State University, said agreement to be substantially the same as the document attached hereto and incorporated herein by reference as "Exhibit 1." Said authorization includes authorization to execute exhibits attached to said Purchase and Sale Agreement, including but not limited to the Settlement Agreement attached as "Exhibit F."

<u>Section 2</u> – The City Manager, or his designee, is hereby authorized to enter into a Purchase and Sale Agreement with 946 East Trafficway LLC for the purpose of purchasing parking lots at 946 East Trafficway and 234 North John Q Hammons Parkway, said agreement to be substantially the same as the document attached hereto and incorporated herein by reference as "Exhibit 2."

<u>Section 3</u> – The City Manager, or his designee, is hereby authorized to enter into an Amended and Restated Ballpark Lease Agreement with the Springfield Cardinals, LLC, said agreement to be substantially the same as the document attached hereto and incorporated herein by reference as "Exhibit 3."

Section 4 – The budget of the City of Springfield for Fiscal Year 2022-2023 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 036, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 4."

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: ______________________

Mayor

Attest: ____, City Clerk

Filed as Ordinance: ______________________

Approved as to form: ________________________________, City Attorney

Approved for Council action: __________________________, City Manager

Exhibit 1

PURCHASE AND SALE AGREEMENT

(Hammons Field)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of February __, 2023 (the "Effective Date"), between THE JOHN Q. HAMMONS CHARITABLE TRUST dated May 11, 2018 ("Seller"), and THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Purchaser"). (Seller and Purchaser are sometimes referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the "City") and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the "Development Agreement") for the development of several improvements, including a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the "Hammons Field Real Estate").

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the "Hammons Field Owned Real Estate"), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the "PBC") and leased to the City in exchange for payment of rent in the amount of $1.00 per year (the "Hammons Field Leased Real Estate").

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the "Ground Lease") pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, "Improvements"). The JQH Trust also owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the "Personal Property"). (The Improvements and Personal Property are referred to collectively as "Hammons Field".)

WHEREAS, the Cardinals are a Double-A minor league baseball club (the "Team") that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated

February 18, 2008 (collectively, the "Cardinals Lease"). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education ("MSU") executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the "MSU License") pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the "Bankruptcy Cases").

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan"). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create Seller and contribute certain Non-Hotel Assets to Seller having a value of $18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan Supplement").

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust's rights, title and interests in Hammons Field to Seller, with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the "Hammons Field Agreements") and a bill of sale for the Personal Property (such transaction, the "Hammons Field Transfer").

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, Seller would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the Development Agreement (the "Purchase Option"), and then market and sell Seller's interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which Seller accepted and agreed to assume and perform all of the JQH Trust's obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, Seller intends to sell the Property (as defined herein) to Purchaser, and Purchaser intends to purchase the Property from Seller, on the terms set forth in this Agreement.

WHEREAS, in conjunction with the sale of the Property, Seller intends to assign to Purchase all of Seller's right, title and interest in and to the Ground Lease and the Development Agreement including, without limitation, the right to exercise the Purchase Option.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
THE PROPERTY

1.1 Description of the Property. Subject to the terms of this Agreement, at the Closing (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller all of the rights and interests in and to the following property (collectively, the "Property"):

1.1.1 Seller's leasehold estate in the Hammons Field Real Estate and the Improvements pursuant to the Ground Lease, and all easements, rights and interests appurtenant thereto (collectively, the "Real Property");

1.1.2 all of Seller's right, title and interest in the Personal Property;

1.1.3 all of Seller's right, title and interest in the Development Agreement, including the Purchase Option;

1.1.4 all of Seller's right, title and interest in the Cardinals Lease; and

1.1.5 all of Seller's right, title and interest in the MSU License.

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property is Six Million Five Hundred Thousand and no/100 Dollars ($6,500,000.00) (the "Purchase Price"), which shall be adjusted at Closing as expressly provided in this Agreement.

2.2 Payment of Purchase Price. At Closing, Purchaser shall pay to Seller an amount equal to the Purchase Price. All amounts to be paid by Purchaser to Seller under this Agreement shall be paid by wire transfer of immediately available U.S. federal funds.

ARTICLE 3
DUE DILIGENCE

3.1 NO DUE DILIGENCE CONTINGENCY. PURCHASER ACKNOWLEDGES AND AGREES THAT:

(a) PURCHASER HAS FINALIZED ITS DUE DILIGENCE REVIEW OF ALL MATTERS RELATING TO THE PROPERTY WHICH PURCHASER DEEMS ADVISABLE AS OF THE EFFECTIVE DATE, INCLUDING ALL STRUCTURAL, ENGINEERING, ENVIRONMENTAL, TITLE, SURVEY, FINANCIAL, OPERATIONAL AND LEGAL COMPLIANCE MATTERS;

(b) PURCHASER SHALL NOT HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AS THE RESULT OF ITS DISSATISFACTION WITH ANY ASPECT OF ITS DUE DILIGENCE REVIEW OF THE PROPERTY; AND

(c) THE PURCHASE PRICE REFLECTS THE RESULTS OF PURCHASER'S DUE DILIGENCE REVIEW OF THE PROPERTY.

ARTICLE 4
TITLE TO THE PROPERTY

4.1 Title Insurance Commitment. Purchaser acknowledges that Seller shall has obtained and delivered to Purchaser a commitment for an ALTA owner's title insurance policy from First American title Insurance Company (the "Title Company"), dated October 27, 2022, number NCS-1153916-CHI2 for the Real Property (the "Title Commitment").

4.2 Survey. Purchaser acknowledges that Seller has delivered to Purchaser the ALTA/ ACSM survey dated June 17, 2005, as Project No. 2005-0065 prepared by White Land Surveying, LLC for the Stadium (the "Survey"). Seller shall have no obligation to obtain an updated or new land survey for the Real Property.

4.3 Exceptions to Title.

4.3.1 Unpermitted Exceptions. All liens, encumbrances or other exceptions to title affecting the Real Property (the "Title Exceptions"), and encroachments or other survey defects affecting the Real Property (the "Survey Defects") that Seller and Purchaser have expressly marked as "unpermitted" shall constitute unpermitted exceptions to title to the Real Property (the "Unpermitted Exceptions").

4.3.2 Permitted Exceptions. All liens, encumbrances and other exceptions to title, and all encroachments and other survey defects, affecting the Real Property, other than the Unpermitted Exceptions shall constitute permitted exceptions to title to the Real Property (the "Permitted Exceptions"). For the avoidance of doubt, all liens and encumbrances caused or created by Purchaser, including mortgages, deeds of trust and other security interests for any financing incurred by Purchaser shall constitute Permitted Exceptions.

4.3.3 Removal of Unpermitted Exceptions. Seller shall have no obligation to remove or cure any Title Exceptions or Survey Defects other than the Unpermitted Exceptions. Seller may cure any Unpermitted Exception by (a) removing such Unpermitted Exception from title, or (b) causing the Title Company to commit to insure over such Unpermitted Exception in the Title Policy, without removing such Unpermitted Exception from the Title Policy, provided that Purchaser, in its sole discretion, agrees to such insuring over of any Unpermitted Exceptions. If Seller determines that it will be unable to remove or cure any Unpermitted Exceptions before

Closing, Seller shall have the right to postpone the Closing one or more times for up to 60 days in the aggregate in each case by providing written notice to Purchaser no later than five Business Days before the then scheduled date for the Closing.

4.4 Title Insurance Policy. At Closing, Seller shall cause the Title Company to issue a title insurance policy to Purchaser in accordance with the Title Commitment, subject only to the removal or insuring of Unpermitted Exceptions pursuant to Section 4.3.3, and dated as of the Closing Date, with gap coverage from Seller from the Closing through the date of recording (the "Title Policy").

4.5 Conveyance of the Real Property. At Closing, Seller shall convey to Purchaser the Real Property subject to all Title Exceptions and Survey Defects other than the Unpermitted Exceptions which are cured by causing the Title Company to insure over such Unpermitted Exceptions in the Title Policy, but which otherwise are not removed from title.

ARTICLE 5
CONDITION OF THE PROPERTY

5.1 PROPERTY SOLD "AS IS". SUBJECT TO THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 6, PURCHASER ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS" BASIS, AND SELLER HAS NO OBLIGATION TO REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.

5.2 LIMITATIONS ON REPRESENTATIONS AND WARRANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, NOR ANY OTHER PERSON PURPORTING TO REPRESENT SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE WHATSOEVER WITH RESPECT TO THE PROPERTY, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO (A) THE CONDITION, SQUARE FOOTAGE OR ACREAGE OF THE REAL PROPERTY, (B) THE ZONING CLASSIFICATION OF THE REAL PROPERTY OR THE COMPLIANCE OF THE REAL PROPERTY OR OPERATION OF ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE REAL PROPERTY WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, (C) THE ACCURACY OF ANY INFORMATION IN ANY DOCUMENTS, MATERIALS OR INFORMATION PROVIDED TO PURCHASER WHICH WERE PREPARED FOR OR ON BEHALF OF SELLER, OR (D) ANY OTHER MATTER RELATING TO SELLER, THE PROPERTY OR ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY.

5.3 SURVIVAL. THIS ARTICLE 5 SHALL SURVIVE THE CLOSING.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

6.1.1 Organization and Power. Seller (a) is duly formed and validly existing, (b) is qualified to do business in the jurisdiction in which the Property is located, and (c) has all requisite power and authority to own the Property.

6.1.2 Authority and Binding Obligation. (a) Seller has full power and authority to execute this Agreement and all other documents to be executed by Seller pursuant to this Agreement (the "Seller Documents"), and to perform all obligations of Seller under the Seller Documents, (b) the execution by the signer on behalf of Seller of the Seller Documents, and the performance by Seller of its obligations under the Seller Documents, has been duly and validly authorized by all necessary action by Seller, and (c) the Seller Documents, when executed, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

6.1.3 Consents and Approvals; No Conflicts. Except for the recordation of any Seller Documents as required, (a) no filing with, and no consent, approval or other authorization of, any Governmental Authority is necessary for the execution by Seller of any Seller Documents, or the performance by Seller of any of its obligations under any Seller Documents, and (b) neither the execution by Seller of any Seller Documents, nor the performance by Seller of any of its obligations under any Seller Documents, will (i) violate any provision of Seller's organizational or governing documents, (ii) violate any Applicable Law to which Seller is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Seller is a party, except to the extent such violation, breach or default would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

6.1.4 Condemnation. Seller has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and to Seller's Knowledge, no such condemnation proceeding or eminent domain proceeding is threatened affecting all or any part of the Real Property.

6.1.5 Litigation. Seller has not (a) been served with any court filing in any litigation with respect to the Property in which Seller is named a party which has not been resolved, settled or dismissed, or (b) received any written notice threatening any such litigation, administrative or other adjudicatory proceeding.

6.1.6 Compliance with Laws. Seller has not received any written notice of a violation of any applicable laws, rules or regulations Law with respect to the Property that has not been cured or dismissed, and to Seller's Knowledge, Seller is not in violation of any applicable law with respect to the Property that has not been cured or dismissed.

6.1.7 Brokers. Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller in connection with the transaction described in this Agreement in any manner that would entitle such Person to any fee or commission in connection with the transaction described in this Agreement.

6.1.8 Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

For purposes of this Section 6.1, the term "Seller's Knowledge" means the actual knowledge of John Casale as representative of Seller.

6.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

6.2.1 Organization and Power. Purchaser (a) is a duly organized and existing constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, and (b) has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

6.2.2 Authority and Binding Obligation. (a) Purchaser has full power and authority to execute this Agreement and all other documents to be executed by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser under the Purchaser Documents, (b) the execution by the signer on behalf of Purchaser of the Purchaser Documents, and the performance by Purchaser of its obligations under the Purchaser Documents, has been duly and validly authorized by all necessary action by Purchaser, and (c) the Purchaser Documents, when executed, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms.

6.2.3 Consents and Approvals; No Conflicts. (a) No filing with, and no consent, approval or other authorization of, any Governmental Authority or other Person is necessary for the execution by Purchaser of any Purchaser Documents, or the performance by Purchaser of any of its obligations under any Purchaser Documents, and (b) neither the execution by Purchaser of any Purchaser Documents, nor the performance by Purchaser of any of its obligations under any Purchaser Documents, will (i) violate any provision of Purchaser's organizational or governing documents, (ii) violate any Applicable Law to which Purchaser is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Purchaser is a party or by which any of Purchaser's properties are subject.

6.2.4 Brokers. Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described in this Agreement in any manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

ARTICLE 7
CLOSING CONDITIONS

7.1 Bankruptcy Court Approval. Upon execution of this Agreement by all Parties, Seller shall cause the Revocable Trust of John Q. Hammons Dated December 28, 1989, as Amended and Restated to file a motion under Federal Rule of Bankruptcy Procedure 9019 in the jointly-administered bankruptcy cases pending in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the "Bankruptcy Cases") seeking approval of this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a final order of the Bankruptcy Court that is not the subject of a timely appeal (the "Final Bankruptcy Court Approval"). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court's approval of the Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties

7.2 Mutual Closing Conditions.

7.2.1 Satisfaction of Mutual Closing Conditions. The obligation of each Party to close the transaction contemplated in this Agreement are subject to the satisfaction at or before the Closing of all of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Final Bankruptcy Court Approval. The Bankruptcy Court has issued the Final Bankruptcy Court Approval.

(b) Third Party Consents and Signatures to Closing Deliveries. Each of the Seller Closing Deliveries requiring the consent of or execution by third parties shall have been obtained and any such instrument shall have been duly executed by any such Person, and notarized, if required, and delivered into escrow with the Title Company for Closing.

(c) Parking Lots. Purchaser shall have acquired fee simple title to the two separate parking lots located at 946 East Trafficway in Springfield, Missouri 65802 and 246 N John Q Hammons Parkway in Springfield, Missouri 65802.

(d) Adverse Proceedings. No injunction or other order or ruling shall have been issued by a court or any other Governmental Authority that would prevent the completion of the transaction described in this Agreement, and no litigation or other court action shall have been commenced by a third-party seeking to obtain an injunction or other relief from a court or other Governmental Authority to prevent the completion of the transaction described in this Agreement.

(e) Adverse Law. No Applicable Law shall have been enacted that would prevent the completion of the transaction described in this Agreement.

(f) Bankruptcy. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller or Purchaser that would materially and adversely affect such Party's ability to perform its obligations under this Agreement.

7.2.2 Failure of Mutual Closing Condition. If any Mutual Closing Condition is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

7.3 Purchaser Closing Conditions.

7.3.1 Satisfaction of Purchaser Closing Conditions. Purchaser's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) The Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent (as defined herein) in the Closing Escrow (as defined herein) to be delivered to Purchaser at Closing.

(b) The representations and warranties of Seller in this Agreement, as may be modified from time to time as provided in this Agreement, shall be true and correct as of the Closing.

(c) The obligations of Seller in this Agreement shall have been performed in all material respects.

(d) The Title Company shall have issued the Title Policy pursuant to Section 4.4.

7.3.2 Failure of Purchaser Closing Condition. If any Purchaser Closing Condition is not satisfied at Closing, then Purchaser shall have the right to (a) terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive the failure of such Purchaser Closing Condition and proceed to Closing.

7.4 Seller Closing Conditions.

7.4.1 Satisfaction of Seller Closing Conditions. Seller's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of each of the following conditions precedent (the "Seller Closing Conditions"):

(a) Purchaser shall have paid to Seller or deposited the Purchase Price with Escrow Agent, and provided Escrow Agent with written direction to disburse the Purchase Price to Seller.

(b) All other Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller at Closing.

(c) All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing.

(d) The obligations of Purchaser in this Agreement shall have been performed in all material respects.

7.4.2 Failure of Seller Closing Condition. If any Seller Closing Condition is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (ii) waive such Seller Closing Condition and proceed to Closing.

7.5 Frustration of Closing Conditions. Notwithstanding anything to the contrary in this Article 7, Seller and Purchaser may not rely on the failure of a Seller Closing Condition or Purchaser Closing Condition, respectively, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE 8
CLOSING

8.1 Closing Date. The closing of the transaction described in this Agreement (the "Closing") shall occur on the date that is five business days after the Final Bankruptcy Court Approval is issued by the Bankruptcy Court (as such date may be postponed as expressly provided in this Agreement), or such other date as agreed to in writing by the Parties (the date on which the Closing occurs is referred to herein as the "Closing Date"). The Closing shall occur through an escrow (the "Closing Escrow") administered by the escrow agent affiliated with the Title Company (the "Escrow Agent"). Notwithstanding the foregoing or anything to the contrary in this Agreement, if the Closing has not occurred within 60 days after the Effective Date, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party after such 10-day period, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

8.2 Closing Deliveries.

8.2.1 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing, all of the documents (each of which shall be duly executed by Seller or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.1 (the "Seller Closing Deliveries"), as follows:

(a) An Assignment and Assumption of Lease (Stadium Ground Lease), conveying Seller's leasehold estate in the Real Property pursuant to the Ground Lease to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit A (the "Assignment of Ground Lease");

(b) A bill of sale conveying the Personal Property (if any) to Purchaser in the form attached hereto as Exhibit B;

(c) A release of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 25, 2018 and which was filed for record on May 3, 2019 in the Office of the Recorder of Deeds for Greene County, Missouri as Document No. 013887-19 in Book 2019, Page 013887-19, and any Uniform Commercial Code filings in connection therewith;

(d) A Termination of Parking Agreement in the form attached hereto as Exhibit C;

(e) A Termination of Management Agreement in the form attached hereto as Exhibit D;

(f) An Assignment and Assumption of Development Agreement in the form attached hereto as Exhibit E;

(g) A Settlement Agreement (Bankruptcy-Related Matters) in the form attached hereto as Exhibit F;

(h) A Settlement Agreement (Cardinals-Related Matters) in the form attached hereto as Exhibit G;

(i) An Assignment and Assumption of Lease (Ballpark Lease – Springfield Cardinals), in the form attached hereto as Exhibit H, concerning that certain Ballpark Lease Agreement, dated as of October 7, 2004, between the Seller, as landlord, and Springfield Cardinals, LLC, a Missouri limited liability company (the "Springfield Cardinals"), as tenant, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between Seller and the Springfield Cardinals (collectively, the "Cardinals Lease");

(j) A Consent to Assignment and Assumption of Lease Agreement with respect to the Cardinals Lease, in the form attached hereto as Exhibit I;

(k) An Assignment and Assumption of License Agreement – Missouri State University, in the form attached hereto as Exhibit J;

(l) A Notice of Assignment of License Agreement – Missouri State University, in the form attached hereto as Exhibit K;

(m) Such agreements, affidavits or other documents as may be reasonably requested by the Title Company from Seller to issue the Title Policy;

(n) All real estate transfer declaration or similar documents required under Applicable Law in connection with the conveyance of the Real Property;

(o) A FIRPTA affidavit in the form set forth in the regulations under Section 1445 of the Internal Revenue Code of 1986, as amended;

(p) The Closing Statement prepared pursuant to Section 9.1; and

(q) Such other documents and instruments as may be reasonably requested by Purchaser in order to complete the transaction described in this Agreement.

8.2.2 Purchaser Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller all of the documents (each of which shall have been duly executed by Purchaser or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.2 (the "Purchaser Closing Deliveries"), as follows:

(a) The Purchase Price to be paid by Purchaser pursuant to Section 2.2;

(b) A counterpart of each of the documents to be delivered by Seller under Section 8.2.1 that require execution by Purchaser; and

(c) Such other documents and items as may be reasonably requested by Seller or the Title Company in order to complete the transaction described in this Agreement.

ARTICLE 9
PRORATIONS AND EXPENSES

9.1 Closing Statement. No later than the day before the Closing, the Parties jointly shall prepare a closing statement (the "Closing Statement"), which shall set forth their best estimate of the amounts of the items to be adjusted and prorated under this Agreement. The Closing Statement shall be approved and executed by the Parties at Closing, and such adjustments and prorations shall be final with respect to the items set forth in the Closing Statement, except to the extent any such items shall be reprorated after the Closing as expressly set forth in Section 9.2.

9.2 Prorations. The items set forth in this Section 9.2 shall be prorated between the Parties (the "Prorations") as of 11:59 p.m. on the day preceding the Closing Date.

9.2.1 Operating Expenses. To the extent incurred by Seller under the Ground Lease or pursuant to Cardinals Lease, all property taxes, assessments, water or sewer charges, gas, electric, telephone or other utilities, operating expenses, or other normally proratable items relating to the Property, shall be prorated between Seller and Purchaser as of the Closing Date.

9.2.2 Rents and Fees. All rents pursuant to the Cardinals Lease and the Ground Lease and all fees under the MSU License shall be prorated as of the Closing Date.

9.2.3 Other Adjustments and Prorations. All other items as are customarily adjusted or prorated upon the sale and purchase of property similar to the Property shall be adjusted and prorated between the Parties accordingly.

9.3 Transaction Costs

9.3.1 Seller's Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items in connection with this transaction: (a) the fees and expenses of removing or curing any Unpermitted Exceptions as required under Section 4.3.3, (b) the fees, costs and expenses for the Title Commitment, and Title Policy, (c) any transfer, sales or similar tax and recording charges payable in connection with the conveyance of the Property, (d) any commission due to Broker, if any, (e) one half (½) of the fees and expenses for the Escrow Agent, and (f) the fees, costs and expenses of its own attorneys, accountants and consultants or other Person engaged by Seller.

9.3.2 Purchaser's Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (a) the fees, costs and expenses incurred by Purchaser for any due diligence conducted by Purchaser, (b) one half (½) of the fees and expenses for the Escrow Agent, and (c) the fees, costs and expenses or other Person engaged by Purchaser of its own attorneys, accountants and consultants.

9.3.3 Other Transaction Costs. All other fees, costs and expenses not expressly addressed in this Section 9.3 or elsewhere in this Agreement shall be allocated between the Parties in accordance with applicable local custom for sale and purchase transactions involving similar properties.

ARTICLE 10
DEFAULT AND REMEDIES

10.1 Seller Default. If, at or any time before Closing, Seller fails to perform its obligations under this Agreement in any material respect and such failure is not due to a Purchaser Default (a "Seller Default"), then Purchaser, as its sole and exclusive remedy for such Seller Default, may elect to (a) terminate this Agreement, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, (b) proceed to Closing without any reduction in or setoff against the Purchase Price, in which case Purchaser shall be deemed to have waived such Seller Default, or (c) obtain an injunction for specific performance.

10.2 Purchaser Default. If at any time before Closing, Purchaser fails to perform any obligation of Purchaser under this Agreement in any material respect which is not due to a Seller Default (a "Purchaser Default"), then Seller, may, at Seller's sole option, elect any one or more of the following: (i) terminate this Agreement by written notice delivered to Purchaser whereupon Purchaser and Seller shall have no further rights or obligations hereunder; or (ii) exercise any other right or remedy Purchaser may have at law or in equity by reason of such default including, but not limited to, the recovery of actual damages incurred by Purchaser in connection herewith, but in no event greater than the Purchase Price, but expressly excluding attorneys' fees and court costs.

ARTICLE 11
SURVIVAL

11.1 Survival.

11.1.1 Survival of Representations and Warranties. The representations and warranties of Seller in Sections 6.1.1, 6.1.2, and 6.1.3, and the representations and warranties of Purchaser in Section 6.2 shall survive the Closing or termination of this Agreement until the expiration of the applicable statute of limitations, and all other representations and warranties of Seller in this Agreement shall be deemed to be merged in the Assignment of Ground Lease and shall not survive the Closing (the period any such representation or warranty survives the Closing or termination of this Agreement (as the case may be) is referred to herein as the "Survival Period").

11.1.2 Survival of Rights and Obligations. Except for the rights and obligations of the Parties in this Agreement that expressly survive the Closing or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate upon Closing or earlier termination of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 Notices.

12.1.1 Method of Delivery. All notices, requests, demands, consents, approvals and objections and other communications (each, a "Notice") to be provided by any Party to another Party pursuant to this Agreement shall be in writing, duly signed by the sending Party (or attorney on behalf of such Party) and delivered to the recipient Party by (a) personal delivery, (b) U.S. certified mail, (c) overnight courier service, or (d) email in PDF (Portable Digital Format). All Notices to be provided to a Party under this Agreement shall be sent to the following address:

If to Seller:

John Q. Hammons Charitable Trust
2398 E. Camelback Road, Suite 1000
New York, New York 10036
Attn: Brian Cameron
Email: bcameron@atriumllc.com

with copies to:

Stinson LLP
1201 Walnut St., Suite 2900
Kansas City, Missouri 64106
Attn: Nicholas J. Zluticky
Attn: Timothy A. Laycock
Email: Nicholas.zluticky@stinson.com
Email: tim.laycock@stinson.com

If to Purchaser:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attention: Rhonda Lewsader
Email: rlewsader@springfieldmo.gov

with copies to:

Polsinelli PC
900 W 48th Place, Suite 900
Kansas City, MO 64112
Attention: Daniel Dooley
Email: ddooley@polsinelli.com

Any Person to whom Notices or copies of Notices are to be delivered pursuant to this Section 12.2.1 shall notify the other Persons listed in this Section 12.2.1 of any change in its address by providing a Notice of its new address to such other Persons pursuant to this Section 12.2.1.

12.1.2 Receipt of Notices. All Notices sent by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to the recipient Party's address, provided that such delivery is before 5:00 p.m. (local time for the recipient Party) on any day other than a Saturday, Sunday or U.S. federal legal holiday (a "Business Day"), otherwise the following Business Day, except in the case of delivery by email, the date the recipient Party responds in writing (by email or otherwise) affirmatively acknowledging receipt of delivery (but expressly excluding any automated reply to the sending Party regarding delivery to the recipient Party's email address), or (b) the attempted delivery of such Notice if the recipient Party refuses delivery or is no longer at such address and failed to provide the sending Party with its current address pursuant to this Section 12.1.2.

12.2 Further Assurances. The Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary, appropriate or advisable to complete the transaction described in this Agreement. This Section 12.3 shall survive the Closing.

12.3 Successors and Assigns. This Agreement shall be binding on and for the benefit of the Parties, and their respective successors and permitted assigns.

12.4 Third-Party Beneficiaries. This Agreement shall not provide any rights or remedies to any Person other than the Parties and their respective successors and permitted assigns.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without giving effect to any principles regarding conflict of laws.

12.6 Rules of Interpretation. The following rules shall apply to the interpretation of this Agreement:

12.6.1 Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (a) the words "include", "includes", "including" shall be construed as if followed by the phrase "without limitation"; and (b) the word "may" shall be construed as meaning "shall have the right but not the obligation to".

12.6.2 Definitions. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(a) The term "Affiliate" means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term "control" and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

(b) The term "Governmental Authority" means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(c) The term "Person" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

12.7 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the legality, validity or enforceability of any other terms or provisions of this Agreement, or the legality, validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

12.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Recitals, Exhibits and Schedules. The introduction and recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated in and made a part of this Agreement.

12.10 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any letter of intent or term sheet and all other agreements or understandings (written or verbal) between the Parties on or before the Effective Date regarding the transaction described in this Agreement.

12.11 Amendments to Agreement. No amendment or other change to any terms of this Agreement, or waiver of any right, obligation, liability, breach or default under this Agreement shall be valid unless in writing and signed by all Parties.

12.12 Execution of Agreement. A Party shall have the right to deliver executed signature pages to this Agreement by email in PDF (Portable Digital Format) to any other Party, which electronic copy shall be deemed to be an original executed signature page, provided that such Party shall deliver an original signature page to such other Party promptly thereafter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of such Party.

<u>SELLER</u>:

THE JOHN Q. HAMMONS CHARITABLE TRUST
dated May 11, 2018

By: ________________________________
Name: ________________________________
Title: ________________________________

<u>PURCHASER</u>:

THE CITY OF SPRINGFIELD, MISSOURI,
a constitutional home rule charter municipal corporation
and political subdivision of the State of Missouri

By: ________________________________
Name: ________________________________
Title: ________________________________

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

____
Director of Finance

Approved as to form:

____
City Attorney or designee

EXHIBIT LIST

A. Assignment & Assumption of Ground Lease Agreement
B. Bill of Sale
C. Termination of Parking Lot Agreement
D. Termination of Management Agreement
E. Assignment & Assumption of Development Agreement
F. Settlement Agreement (Bankruptcy-Related Matters)
G. Settlement Agreement (Cardinals-Related Matters)
H. Assignment of Lease Agreement – Springfield Cardinals
I. Consent to Assignment of Lease Agreement – Springfield Cardinals
J. Assignment of License Agreement – Missouri State University
K. Notice of Assignment of License Agreement – Missouri State University

EXHIBIT A

Assignment and Assumption of Ground Lease Agreement

ASSIGNMENT AND ASSUMPTION OF LEASE
(STADIUM GROUND LEASE – CITY OF SPRINGFIELD)

This Assignment and Assumption of Lease (this "Assignment") is hereby executed as of this _____ day of ______________, 202_ (the "Effective Date"), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 ("Assignor"), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Assignee").

RECITALS:

A. Assignee, as landlord, and The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, the Estate of John Q. Hammons, and the Estate of Juanita K. Hammons, as tenant (collectively, the "Original Tenant"), are parties to that certain Phase I Baseball Stadium Lease Agreement, dated as of December 1, 2002, as amended by the Amended and Restated Phase I Baseball Stadium Ground Lease Agreement, dated December 1, 2002 (collectively, the "Lease").

B. Pursuant to that certain Assignment and Assumption of Lease, dated as of May 8, 2020, Original Tenant transferred its right, title and interest in and to the Lease to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **Assumption**. Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all actual or potential liability, damages, losses, judgments, awards, assessments, interest, fines, penalties, costs or expenses, which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or

causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction**. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors**. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability**. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement**. This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers**. This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts**. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:____

Name: _____________________________________

Title: ______________________________________

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:____

Name: _____________________________________

Title: ______________________________________

Approved as to form:

____

City Attorney or designee

EXHIBIT B

Bill of Sale

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is executed as of ________________, 202_, by the John Q. Hammons Charitable Trust, dated May 11, 2018 ("Seller") and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri ("Purchaser").

RECITALS OF FACT

Seller has agreed to sell, assign, transfer and convey to Purchaser, and Purchaser has agreed to purchase, accept and assume certain personal property located at the baseball stadium at 955 E. Trafficway Street, Springfield, Missouri (the "Stadium"):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I
SALE OF FF&E

Section 1.1. Sale. Seller hereby sells, assigns, conveys and transfers to Purchaser, and Purchaser hereby purchases, accepts and assumes, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers' right, title and interest (if any) in and to all tangible personal property located at the Stadium (the "Tangible Personal Property").

ARTICLE II
ASSIGNMENT OF INTANGIBLE FF&E

Section 2.1 Assignment. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers' right, title and interest (if any) in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Stadium (collectively, the "Intangible Personal Property").

Section 2.2 Assumption. Purchaser hereby accepts the foregoing assignment and transfer, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 3.2 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Section 3.3 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 3.4 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 3.5 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 3.6 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 3.7 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:__________________________________

Name: _______________________________

Title: ________________________________

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:__________________________________

Name: _______________________________

Title: ________________________________

Approved as to form:

____

City Attorney or designee

EXHIBIT C

Termination of Parking Agreement

TERMINATION OF PARKING AGREEMENT

THIS TERMINATION OF PARKING AGREEMENT (this "Termination") is made as of ____________, 202_ (the "Effective Date"), by and between 946 East Trafficway LLC, a Delaware limited liability company ("Licensor"), and The John Q. Hammons Charitable Trust, dated May 11, 2018 ("Licensee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Revocable Trust") and Licensor entered into that certain Parking Agreement dated on or about May 8, 2018 (the "Parking Agreement").

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned all of its right, title and interest to the Parking Agreement to Licensee.

C. Licensor and Licensee now wish to terminate the Parking Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Parking Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further rights, liabilities or obligations thereunder on or after the Effective Date. Licensor and Licensee hereby release each other from all liabilities or obligations arising under the Parking Agreement before the Effective Date.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Parking Agreement.

3. Entire Agreement. This Termination and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

4. Amendments and Waivers. This Termination may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

5. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

946 East Trafficway LLC,
a Delaware limited liability company

By: ________________________________

Printed Name: _______________________

Title: ______________________________

LICENSEE:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: ________________________________

Printed Name: _______________________

Title: ______________________________

EXHIBIT D

Termination of Management Agreement

TERMINATION OF MANAGEMENT AGREEMENT

THIS TERMINATION OF MANAGEMENT AGREEMENT (this "Termination") is made as of ____________, 202_ (the "Effective Date"), by and between 946 East Trafficway LLC, a Delaware limited liability company ("Owner"), and Atrium Hospitality, LP, a Delaware limited partnership ("Manager").

RECITALS:

A. Owner and Manager are parties to a management agreement (the "Management Agreement"), by and between Owner and Manager.

B. Owner and Manager wish to terminate the Management Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Management Agreement shall be and hereby is terminated and the Owner and Manager shall have no further rights, liabilities or obligations thereunder on or after the Effective Date. Owner and Manager hereby release each other from all liability or obligations arising under the Management Agreement before the Effective Date.

2. Further Assurances. Owner and Manager each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Management Agreement.

3. Entire Agreement. This Termination and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

4. Amendments and Waivers. This Termination may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

5. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

OWNER:

946 East Trafficway, LLC,
a Delaware limited liability company

By: ________________________________
Printed Name: ________________________
Title: ________________________________

MANAGER:

Atrium Hospitality, LP,
a Delaware limited partnership

By: ________________________________
Printed Name: ________________________
Title: ________________________________

EXHIBIT E

Assignment & Assumption of Development Agreement

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(CITY OF SPRINGFIELD)

This Assignment and Assumption of Development Agreement (this "Assignment") is hereby executed as of this _____ day of ______________, 202_ (the "Effective Date"), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 ("Assignor"), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Assignee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, the Estate of John Q. Hammons, and the Estate of Juanita K. Hammons, collectively as developers (collectively, the "Original Developer") and Assignee are parties to that certain Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Redevelopment Agreement, dated as of September 1, 2002 (the "Development Agreement").

B. Pursuant to that certain Assignment and Assumption of Development Agreement, dated as of May 8, 2020, the Original Developer assigned all its right, title, and interest in and to the Development Agreement to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Development Agreement.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not otherwise defined shall have the meaning given in the Development Agreement.

2. **Assignment**. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Development Agreement, together with the deposits thereunder made or held by Assignor.

3. **Assumption**. As of the Effective Date, Assignee hereby accepts the assignment, transfer and conveyance of the Development Agreement, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Development Agreement, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all actual or potential liability, damages, losses, judgments, awards, assessments, interest, fines, penalties, costs or expenses, which related to acts, omissions or events

occurring prior to the Effective Date in connection with Assignor's duties and obligations under the Development Agreement. To the maximum extent permitted by applicable law, Assignee shall defend Assignor against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Development Agreement; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Development Agreement.

4. **Governing Law and Jurisdiction**. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors**. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability**. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement**. This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers**. This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts**. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:______________________________________

Name: ____________________________________

Title: _____________________________________

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:______________________________________

Name: ____________________________________

Title: _____________________________________

Approved as to form:

____

City Attorney or designee

EXHIBIT F

Settlement Agreement (Bankruptcy-Related Matters)

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this "Agreement"), is entered into as of February __, 2023 (the "Effective Date"), among The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated ("JQH Trust"), the John Q. Hammons Charitable Trust, dated May 11, 2018 (the "Charitable Trust"), JD Holdings, L.L.C., a Connecticut limited liability company ("JDH"), the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and a political subdivision of the state of Missouri (the "City"), and the Springfield Center City Development Corporation, a Missouri public benefit nonprofit corporation (the "SCCDC") (the above parties are referred to in this Agreement individually as a "Party" and collectively as the "Parties".)

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the "City") and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the "Development Agreement") for the development of a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the "Hammons Field Real Estate").

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the "Hammons Field Owned Real Estate"), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the "PBC") and leased to the City in exchange for payment of rent in the amount of $1.00 per year (the "Hammons Field Leased Real Estate").

WHEREAS, on December 1, 2002, the SCCDC and Commerce Bank, N.A., as bond trustee (the "Bank"), entered into a Trust Indenture (the "Trust Indenture"), under which the SCCDC agreed to issue taxable revenue bonds in the principal amount of $6,130,000.00 and use the revenue from the sale of the bonds to provide a loan to the City in order to finance the construction of Hammons Field (the "2002B Bonds").

WHEREAS, the SCCDC further agreed to issue taxable revenue bonds in the principal amount of $5,470,000.00 and use the revenue from the sale of the bonds to provide a loan to the City to refinance a portion of bonds issued by the SCCDC in 2000 (the "2002C Bonds").

WHEREAS, on December 1, 2002, the SCCDC and the City entered into a Financing Agreement pursuant to which the SCCDC loaned the City the proceeds of the 2002B Bonds and the 2002C Bonds for the purpose set forth in the Trust Indenture (the "City Financing Agreement").

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the "Ground Lease") pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, "Improvements"). The JQH Trust also owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the "Personal Property"). (The Improvements and Personal Property are referred to collectively as "Hammons Field".)

WHEREAS, the Ground Lease required the JQH Parties to make rent payments to the City in an amount sufficient to make the required payments on the Series 2002B Bonds.

WHEREAS, the Cardinals are a Double-A minor league baseball club (the "Team") that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (collectively, the "Cardinals Lease"). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education ("MSU") executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the "MSU License") pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the "Bankruptcy Cases").

WHEREAS, on December 22, 2016, the City filed three Proofs of Claim in the Bankruptcy Cases, Claim 463-1 in the amount of $3,091,924.05, Claim 464-1 in an unliquidated amount, and Claim 465-1 in the amount of $4,543,437.80 (collectively, as amended from time to time, the "City

Claims") for amounts the City alleged the JQH Trust owed under the Ground Lease and the Development Agreement.

WHEREAS, on December 22, 2016, the SCCDC filed a Proof of Claim in the Bankruptcy Cases, Claim 466-1 in the amount of $4,320,000.00 (the "SCCDC Claim") for amounts the SCCDC alleged the JQH Trust owed under the Development Agreement.

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan"). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create the Charitable Trust and contribute certain Non-Hotel Assets to the Charitable Trust having a value of $18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan Supplement").

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust's rights, title and interests in Hammons Field to the Charitable Trust with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the "Hammons Field Agreements") and a bill of sale for the Personal Property (such transaction, the "Hammons Field Transfer").

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, the Charitable Trust would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the Development Agreement (the "Purchase Option"), and then market and sell the Charitable Trust's interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 11, 2018, the Court entered its Corrected Order Confirming Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Confirmation Order").

WHEREAS, after entry of the Confirmation Order, on July 19, 2018, JDH paid the Bank the entire amount owing under the 2002B Bonds at which time the 2002B Bonds were paid in full.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which the Charitable Trust accepted and agreed to assume and perform all of the JQH Trust's obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, several disputes arose among the City, the JQH Trust, the Charitable Trust and JDH regarding the amount owing pursuant to the City Claims and the SCCDC Claim, and the obligations of the parties under the terms and conditions of the Ground Lease, the Development Agreement, and the Plan, including the terms and conditions of the ground lease required to be granted upon exercise of the Purchase Option and the amount, if any, the JQH Trust must pay to the City to cure the alleged defaults under the Ground Lease (collectively, the "Disputes").

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the "Hammons Field PSA") between the Charitable Trust as seller and the City as purchaser, the Charitable Trust has agreed to sell, assign transfer and convey all of its rights, title and interests in Hammons Field and the Hammons Field Agreements to the City, including, without limitation, all rights and obligations under the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, including, without limitation, the Purchase Option.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the "Parking Lot PSA") between JDH or its affiliate, as seller, and the City, as purchaser, JDH or its affiliate has agreed to convey those certain parking facilities described as the "General Parking Facilities" in the Cardinals Lease (collectively, the "Parking Facilities") to the City.

WHEREAS, the Parties desire to resolve all existing Disputes among the Parties as more fully described in this Agreement, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

SETTLEMENT AGREEMENT

1. **Sale of Hammons Field.** The Charitable Trust hereby agrees to convey to the City Hammons Field and the Hammons Field Agreements, including, without limitation, the Purchase Option, under the terms and conditions of the Hammons Field PSA.

2. **Withdrawal of City Claims.** Upon closing of the transaction described in the Hammons Field PSA and the other conditions set forth in this Agreement, the City shall withdraw the City Claims in the Bankruptcy Cases. Upon such withdrawal, the City agrees that it shall have no right to any claim, payment, cause of action or other compensation by or through the Bankruptcy Cases, the Plan or the Confirmation Order.

3. **Withdrawal of SCCDC Claim.** Upon closing of the transaction described in the Hammons Field PSA and the other conditions set forth in this Agreement, the SCCDC shall withdraw the SCCDC Claim in the Bankruptcy Cases. Upon such withdrawal, the SCCDC agrees that it shall have no right to any claim, payment, cause of action or other compensation by or through the Bankruptcy Cases, the Plan or the Confirmation Order.

4. **Consent to Assignment of Cardinals Lease.** In connection with the sale of Hammons Field and the transfer of the Hammons Field Agreements, the City shall obtain from the Cardinals a consent to assignment of the Cardinals Lease from the Charitable Trust to the City on terms and conditions acceptable to the City and the Charitable Trust as set forth in the Hammons Field PSA.

5. **Expo Center Agreement**. The City, SCCDC and Atrium Hospitality, LP ("Atrium Hospitality") are parties to the Exposition Center Operating Agreement, dated September 1, 2002,

as amended, pursuant to which Atrium Hospitality operates the Springfield Expo Center (the "Expo Center") for the City and SCCDC (the "Expo Center Agreement"). The City, SCCDC and Atrium shall meet as soon as practicable after the Execution Date and negotiate in good faith to address several outstanding matters under the Expo Center Agreement, including capital expenditures required to maintain, repair and improve the Expo Center, reimbursements of payments made for insurance, and reconciliation of certain accounting matters under the Expo Center Agreement. This obligation shall continue until the earlier of (1) the resolution in writing of such outstanding matters to the respective parties' satisfaction acting reasonably and in good faith, or (2) the expiration of the term of the Expo Center Agreement.

6. **Mutual Release.**

(a) Subject to Section 8(b) and (c) of this Agreement, as of the Closing Date (as defined in the Hammons Field PSA) to the maximum extent permitted under applicable law, each of the Parties, for themselves and on behalf of each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (each, a "Releasing Party"), hereby unconditionally, irrevocably and forever releases all other Parties and each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (collectively, the "Released Parties"), from any claims, demands, causes of action, lawsuits or other legal actions or proceedings against the Released Parties, and all liabilities, damages, losses, costs and expenses that any Releasing Party incurs, whether before, on or after the date of this Agreement, that arise in, under, from or are related to Hammons Field, the Ground Lease, the Development Agreement, the City Claims, the SCCDC Claim, the Plan, the Confirmation Order, the Guaranty Agreement by and among the JQH Trust and certain of its affiliates, the City and Commerce Bank dated as of December 1, 2002, the Collateral Agent Agreement by and between the JQH Trust and certain of its affiliates, the City, the SCCDC and Commerce Bank dated as of December 1, 2022, and all matters related to any of the foregoing, from the beginning of time to and including the date of this Agreement.

(b) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any claims, demands, causes of action, lawsuit or other legal action or proceeding among the JQH Trust, the Charitable Trust, and JDH with respect to the Plan, the Confirmation Order or any matters relating thereto.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modifications of any Parties' rights to enforce this Agreement or the Hammons Field PSA.

7. **Representations and Acknowledgements.**

(a) Representations by Parties. Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement; (ii) with respect to the claims being released and rights being waived by a Party pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on its behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party (subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity); (v) that no other person or entity is required to approve or consent to such execution or performance by such Party, and (vi) that such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) No Reliance on Representations. Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents, materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, and, except for the specific representations and warranties set forth in this Agreement, no Party is relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) Acknowledgments. Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the other Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

8. **Non-Disparagement.** Each Party (i) shall not make any disparaging or negative statements about any of the other Released Parties to any other person or entity with respect to any matters arising from, relating to or in connection with Hammons Field, the Parking Facilities, the Disputes, the City Claims, the SCCDC Claims, the transactions under the Hammons Field PSA or Parking Lot PSA or this Agreement, (ii) shall not authorize anyone to make any such disparaging or negative statements about any of the other Released Parties to any other person or entity, and (iii) shall instruct its employees that they must not make any such disparaging or negative statements about any of the other Released Parties to any other person or entity.

9. **Bankruptcy Court Approval.** Upon execution of this Agreement by all Parties, the JQH Trust shall file a motion under Federal Rule of Bankruptcy Procedure 9019 in the Bankruptcy Cases seeking approval of the Hammons Field PSA and this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a

final order of the Bankruptcy Court that is not the subject of a timely appeal (the "Final Bankruptcy Court Approval"). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court's approval of the Hammons Field PSA or this Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties.

10. **Rules of Interpretation.** The following rules shall apply to the interpretation of this Agreement:

(a) Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect.

(b) Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words "include," "includes," "including" shall be construed as if followed by the phrase "without limitation"; (iii) the words "hereof," "hereto" and "herein" refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word "may" shall be construed as meaning "shall have the right but not the obligation to"; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day shall be the next business day; and (vii) all references to any recital, article, section, exhibit or schedule are to the recitals, articles, sections, schedule or exhibits of this Agreement.

(c) References to Persons and Entities. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(i) The term "Person" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

(ii) The term "Governmental Authority" means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

11. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

12. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Missouri or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Missouri.

13. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in the United States Bankruptcy Court for the District of Kansas. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

14. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective predecessors, successors and assigns, and, for the purposes of Section 8 of this Agreement, the Released Parties.

15. **Entire Agreement.** This Agreement (including the recitals to this Agreement which are incorporated herein) sets forth the entire understanding and agreement of the Parties hereto, and supersedes any other agreements and understandings (written or oral) among or between any of the Parties on or before the Effective Date with respect to the matters described in this Agreement.

16. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery of a signed counterpart of this Agreement by fax PDF or other electronic transmission shall constitute deliver of an original counterparty for all purposes.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of each Party.

THE REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989, AS AMENDED AND RESTATED	JOHN Q. HAMMONS CHARITABLE TRUST, DATED MAY 11, 2018
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
JD HOLDINGS, L.L.C., a Connecticut limited liability company	CITY OF SPRINGFIELD, MISSOURI
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
SPRINGFIELD CITY CENTER DEVELOPMENT CORPORATION	Approved as to form:
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	City Attorney or designee

<u>EXHIBIT G</u>

Settlement Agreement (Cardinals-Related Matters)

<u>SETTLEMENT AND RELEASE AGREEMENT</u>

This SETTLEMENT AND RELEASE AGREEMENT (this "<u>Agreement</u>"), is entered into as of February __, 2023, among The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the "<u>JQH Trust</u>"), the John Q. Hammons Charitable Trust, dated May 11, 2018 (the "<u>Charitable Trust</u>"), JD Holdings, L.L.C., a Connecticut limited liability company ("<u>JDH</u>"), and the Springfield Cardinals, LLC, a Missouri limited liability company (the "<u>Cardinals</u>") (the above parties are referred to in this Agreement individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".)

<u>RECITALS</u>

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

WHEREAS, on December 1, 2002, the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the "<u>City</u>") and the JQH Trust entered into an Amended and Restated Baseball Stadium, Exposition Center and Arena Development Agreement and Trade Center Development Agreement (the "<u>Development Agreement</u>") for the development of various improvements, including a baseball stadium on the land located at 955 East Trafficway, Springfield, Missouri (the "<u>Hammons Field Real Estate</u>").

WHEREAS, (i) a portion of the Hammons Field Real Estate is owned in fee simple by the City (the "<u>Hammons Field Owned Real Estate</u>"), and (ii) the remaining portion of the Hammons Field Estate was owned by Public Building Corporation of the City of Springfield, Missouri (the "<u>PBC</u>") and leased to the City in exchange for payment of rent in the amount of $1.00 per year (the "<u>Hammons Field Leased Real Estate</u>").

WHEREAS, on December 1, 2002, the City and the JQH Trust entered into an Amended and Restated Phase 1 Baseball Stadium Ground Lease Agreement (the "<u>Ground Lease</u>") pursuant to which the City leased the Hammons Field Owned Real Estate and subleased the Hammons Field Leased Real Estate to the JQH Trust.

WHEREAS, prior to the date of this Agreement, the PBC transferred the Hammons Field Leased Real Estate to the City and the City is the owner of the Hammons Field Leased Real Estate as of the Effective Date.

WHEREAS, under the terms of the Ground Lease, the JQH Trust also leased from the City the baseball stadium constructed on the Hammons Field Real Estate which is capable of accommodating a Double-A minor league baseball club and serving as the home field for the Missouri State University (f/k/a Southwest Missouri State University) baseball team, located at 955 E. Trafficway St., Springfield, Missouri (collectively, "<u>Improvements</u>"). The JQH Trust also owned certain furniture, fixtures and equipment and other personal property used in the operation of the Improvements (the "Personal Property"). (The Improvements and Personal Property are referred to collectively as "Hammons Field".)

WHEREAS, the Cardinals are a Double-A minor league baseball club (the "Team") that is an affiliate of the St. Louis Cardinals, a Major League Baseball club.

WHEREAS, the Cardinals and the JQH Trust executed a Ballpark Lease Agreement dated October 7, 2004 as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (collectively, the "Cardinals Lease"). The Team has played its home games at Hammons Field under the Cardinals Lease since 2005.

WHEREAS, the JQH Trust and the Board of Governors of Missouri State University, a Missouri public institution of higher education ("MSU") executed a Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the "MSU License") pursuant to which MSU has the limited right to use Hammons Field for its baseball team subject to the terms of the MSU License and the Cardinals Lease.

WHEREAS, on June 26, 2016, the JQH Trust and its seventy-five affiliated companies filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") thereby commencing jointly-administered bankruptcy cases captioned *In re John Q. Hammons Fall 2006, LLC, et al.*, Case No. 16-21142-11 (collectively, the "Bankruptcy Cases").

WHEREAS, on March 30, 2018, JDH filed its Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan"). Under the Plan, JDH agreed to, *inter alia*, pay all Allowed Claims (as defined in the Plan) in the Bankruptcy Cases, and create the Charitable Trust and contribute certain Non-Hotel Assets to the Charitable Trust having a value of $18 million (pursuant to the valuation methodology set forth in the Plan) upon the completion of cooperation provisions set forth in the Plan.

WHEREAS, on April 20, 2018, JDH filed its Notice of Filing of Plans Supplement in Connection With the Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Plan Supplement").

WHEREAS, the Plan Supplement provided that the JQH Trust would transfer all of the JQH Trust's rights, title and interests in Hammons Field to the Charitable Trust, with an assignment of the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, together with all amendments, modifications or similar documents related to any of the foregoing (collectively, the "Hammons Field Agreements") and a bill of sale for the Personal Property (such transaction, the "Hammons Field Transfer").

WHEREAS, the Plan Supplement further provided that, upon the Hammons Field Transfer, the Charitable Trust would exercise an option to purchase the Hammons Field Owned Real Estate and lease (rather than sublease) the Hammons Field Leased Real Estate under Section 12.19 of the

Development Agreement (the "Purchase Option"), and then market and sell the Charitable Trust's interests in Hammons Field and the Hammons Field Agreements to the highest purchaser for cash under the terms and conditions set forth in the Plan Supplement.

WHEREAS, on May 11, 2018, the Court entered its Corrected Order Confirming Modified Amended Joint and Consolidated Chapter 11 Plans of Reorganization for all Debtors Filed by Creditor JD Holdings, L.L.C. (the "Confirmation Order").

WHEREAS, several disputes arose among the Parties under the terms of the Cardinals Lease, including whether certain changes to Hammons Field requested by the Cardinals must be paid by the JQH Trust or the Cardinals and whether the Cardinals paid to the JQH Trust all amounts owing under the terms of the Cardinals Lease (collectively, the "Disputes").

WHEREAS, on February 20, 2020, the Cardinals commenced an action against the trustees of the JQH Trust and against JDH in the Circuit Court of Greene County, Missouri (the "State Court"), case number 2031-CC00229 (the "State Court Action") asserting several claims under the terms of the Cardinals Lease.

WHEREAS, on May 8, 2020, the JQH Trust completed the Hammons Field Transfer pursuant to which the Charitable Trust accepted and agreed to assume and perform all of the JQH Trust's obligations, liabilities, covenants, duties and agreements under the Hammons Field Agreements.

WHEREAS, on May 15, 2020, the JQH Trust and JDH filed their Answer and Counterclaims against the Cardinals in the State Court Action, asserting several claims under the terms of the Cardinals Lease.

WHEREAS, on October 8, 2020, the Cardinals filed an Amended Petition against the trustees of the JQH Trust, JDH and the Charitable Trust in the State Court Action.

WHEREAS, on April 6, 2021, the JQH Trust, JDH and the Charitable Trust filed their Amended Answers and Counterclaims against the Cardinals in the State Court Action.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the "Hammons Field PSA") between the Charitable Trust as seller and the City as purchaser, the Charitable Trust has agreed to sell, assign transfer and convey all of its rights, title and interests in Hammons Field and the Hammons Field Agreements to the City, including, without limitation, all rights and obligations under the Ground Lease, the Cardinals Lease, the MSU License and the Development Agreement, including, without limitation, the Purchase Option.

WHEREAS, pursuant to a Purchase and Sale Agreement dated February __, 2023 (the "Parking Lot PSA") between JDH or its affiliate, as seller, and the City, as purchaser, JDH or its affiliate has agreed to convey those certain parking facilities described as the "General Parking Facilities" in the Cardinals Lease (collectively, the "Parking Facilities") to the City.

WHEREAS, the Cardinals have agreed to consent to the assignment of the Cardinals Lease from the Charitable Trust to the City, under the terms and conditions set forth in this Agreement and other agreements the Cardinals have reached with the City.

WHEREAS, the Parties desire to resolve all existing claims and disputes among the Parties including, without limitation, the Disputes and the State Court Action, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

SETTLEMENT AGREEMENT

1. **Closing of Hammons Field Transfer.** As soon as reasonably practicable after the Final Bankruptcy Court Approval (as defined in Section 7 of this Agreement), the Charitable Trust and the City shall complete the transfer of Hammons Field and the Hammons Field Agreements from the Charitable Trust to the City under the terms and conditions of the Hammons Field PSA (the "Closing").The Parties acknowledge and agree that, notwithstanding anything to the contrary herein, the provisions of this Agreement, including, without limitation, the Consent, Dismissal and releases described herein, are contingent upon the Closing and, in the event that the Closing does not occur, the Consent, Dismissal and releases described in this Agreement shall be deemed void, of no force and effect, and in no way binding on the Parties.

2. **Consent to Assignment of Cardinals Lease.** No later than two (2) business days after the Final Bankruptcy Court Approval (as defined in Section 7 of this Agreement) (the "Effective Date"), the Cardinals shall execute a Consent to Assignment of Cardinals Lease, consenting to the assignment of the Cardinals Lease from the Charitable Trust to the City in the form attached as Exhibit A hereto (the "Consent"). The Cardinals will cause the Consent to be delivered to First American Title Insurance Company with instructions to hold the Consent in escrow to be released at the Closing.

3. **Dismissal of State Action.** No later than two (2) business days after the Closing, the Parties shall cause their respective counsel to execute a Notice of Voluntary Dismissal With Prejudice in the form attached as Exhibit B hereto (the "Dismissal"). The Dismissal shall dismiss with prejudice against re-filing all claims, counterclaims, affirmative defenses and other causes of action asserted by the Parties in the State Court Action. No later than five (5) business after the execution of the Dismissal, counsel for the Parties shall jointly file the Dismissal in the State Court Action.

4. **Mutual Release.**

(a) Subject to Sections 4(b), (c) and (d) of this Agreement, effective as of the Closing, to the maximum extent permitted under applicable law, each of the Parties, for themselves and on behalf of each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (each, a "Releasing Party"), hereby unconditionally, irrevocably and forever releases all other Parties and each of their respective affiliates and related persons and entities, and each of their respective shareholders, partners, members, trustees, beneficiaries, directors, managers, employees, agents and representatives, and the predecessors, successors, assigns, heirs and devisees of each of the foregoing persons and entities (collectively, the "Released Parties"), from any claims, demands, causes of action, lawsuits or other legal actions or proceedings against the Released Parties, and all liabilities, damages, losses, attorneys' fees, costs and expenses that any Releasing Party incurs, whether before, on or after the date of this Agreement, arising from, relating to or in connection with Hammons Field, the Ground Lease, the Development Agreement, the Cardinals Lease, the Disputes, the State Court Action, the Plan or the Confirmation Order, and all matters related to any of the foregoing, from the beginning of time to and including the Closing.

(b) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any claims, demands, causes of action, lawsuit or other legal action or proceeding among the JQH Trust, the Charitable Trust, and JDH with respect to the Plan, the Confirmation Order or any matters relating thereto.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release or waiver of the Cardinals' rights or claims against the City under the Cardinals Lease arising from any act or omission on or after the Closing.

(d) Notwithstanding the foregoing, nothing in this Agreement shall be deemed a release, waiver or modification of any Parties' rights to enforce this Agreement.

5. **Representations and Acknowledgements.**

(a) Representations by Parties. Each Party represents and warrants to the other Parties that: (i) such Party has the power, right and authority to execute and perform this Agreement; (ii) with respect to the claims being released and rights being waived by a Party pursuant to this Agreement, such Party is the rightful holder of such claims and rights and has not assigned any such claims or rights to any other person or entity that is not a Releasing Party; (iii) the undersigned person is duly authorized to execute this Agreement on its behalf; (iv) upon execution by all the Parties, this Agreement will be a valid, binding and enforceable agreement of such Party (subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity); (v) that no other person or entity is required to approve or consent to such execution or performance by such Party, and (vi) that such execution and performance does not violate, conflict with, or constitute a default under any governing document, agreement, law, court ruling or other legal requirement to which such Party is subject or by which it is bound.

(b) No Reliance on Representations. Except for the specific representations and warranties set forth in this Agreement, no Party makes any representation, warranty, guarantee or assurance of any kind or nature, express or implied, in regards to this Agreement, including as to the accuracy or completeness of any documents, materials or information provided or communications made to the other Parties in connection with the negotiation, execution, and delivery of this Agreement, and no Party shall have any liability resulting from any errors or omissions in any such documents, materials or information. Each Party is represented by counsel, has made its own independent investigation of the merits of entering into this Agreement, and, except for the specific representations and warranties set forth in this Agreement, no Party is relying on any representation, warranty, guaranty or other assurance made by the other Parties with respect to this Agreement.

(c) Acknowledgments. Each Party acknowledges that (i) such Party has made its own independent investigation and is fully and completely informed of the facts relating to the subject matter of this Agreement and of the rights and obligations of each of the other Parties; (ii) such Party has executed this Agreement voluntarily, after having given careful consideration to the making of this Agreement; (iii) such Party has carefully read the entire Agreement; (iv) such Party has discussed the provisions of this Agreement with an attorney of its choice and executed it in reliance upon its own judgment and the advice of counsel; and (v) such Party has determined that it is in its own best interests to enter into this Agreement and settle the Disputes on the terms and conditions set forth herein.

6. **Non-Disparagement.** Each Party (i) shall not make any disparaging statements about any of the other Released Parties to any other person or entity with respect to any matters arising from, relating to or in connection with Hammons Field, the Parking Facilities, the Cardinals Lease, the Disputes, the State Court Action, the transactions under the Hammons Field PSA or Parking Lot PSA or this Agreement, (ii) shall not authorize anyone to make any such disparaging statements about any of the other Released Parties to any other person or entity, and (iii) shall instruct its employees and trustees that they must not make any such disparaging statements about any of the other Released Parties to any other person or entity.

7. **Bankruptcy Court Approval.** Upon execution of this Agreement by all Parties, the JQH Trust shall file a motion under Federal Rule of Bankruptcy Procedure 9019 in the Bankruptcy Cases seeking approval of the Hammons Field PSA and this Agreement by the Bankruptcy Court. The Parties acknowledge and agree that this Agreement shall not be effective until the first day following approval of both the Hammons Field PSA and this Agreement by a final order of the Bankruptcy Court that is not the subject of a timely appeal (the "Final Bankruptcy Court Approval"). The Parties further acknowledge and agree that they will not object to or interfere in any way with the Bankruptcy Court's approval of the Hammons Field PSA or this Agreement. The Parties further acknowledge and agree that, in the event that the Bankruptcy Court denies approval of the Hammons Field PSA or this Agreement by a final order that is not the subject of a timely appeal, any Party may, at its option, terminate this Agreement upon ten (10) days written notice to all other Parties.

8. **Rules of Interpretation.** The following rules shall apply to the interpretation of this Agreement:

(a) Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its meaning, interpretation or effect.

(b) Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (i) all words shall be deemed to include any number or gender as the context implies; (ii) the words "include," "includes," "including" shall be construed as if followed by the phrase "without limitation"; (iii) the words "hereof," "hereto" and "herein" refer to this Agreement and are not limited to the provision in which such words are used; (iv) the word "may" shall be construed as meaning "shall have the right but not the obligation to"; (v) all dollar amounts are stated in U.S. Dollars; (vi) all references to a period of days shall be counted by excluding the first day and including the last day, unless the last day is not a business day, in which case the last day shall be the next business day; and (vii) all references to any recital, article, section or exhibit are to the recitals, articles, sections or exhibits of this Agreement.

9. **Drafting.** Each Party acknowledges that such Party and its legal counsel have reviewed this Agreement and agrees that any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement shall not apply to the construction and interpretation of this Agreement.

10. **Governing Law.** This Agreement and any interpretation of this Agreement shall be governed by the laws of the State of Missouri without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Missouri or of any other jurisdiction) that would cause the application of the laws of any jurisdiction except the State of Missouri.

11. **Jurisdiction and Venue.** Any suit involving a matter arising under this Agreement may be brought only in the United States Bankruptcy Court for the District of Kansas. All Parties consent to the exercise of personal jurisdiction of any such court with respect to any such proceedings.

12. **Attorneys' Fees and Expenses.** Each Party shall pay its own legal fees and expenses relating to the Disputes, the State Court Action and this Agreement. Notwithstanding the foregoing, if either Party commences any lawsuit or other legal proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable fees, including, attorney fees, costs and expenses, incurred by the prevailing Party in connection with such proceedings.

13. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective predecessors, successors and assigns. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective predecessors, successors and assigns, and, for the purposes of Section 4 of this Agreement, the Released Parties.

14. **Entire Agreement.** This Agreement (including the recitals to this Agreement which are incorporated herein) sets forth the entire understanding and agreement of the Parties hereto, and supersedes any other agreements and understandings (written or oral) among or between any of the Parties on or before the Effective Date with respect to the matters described in this Agreement.

15. **Amendments.** No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement, shall be valid unless in writing and executed and delivered by each of the Parties hereto.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page. Delivery

of a signed counterpart of this Agreement by fax PDF or other electronic transmission shall constitute deliver of an original counterparty for all purposes.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of each Party.

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

By: ________________________________
Name: ________________________________
Title: ________________________________

JOHN Q. HAMMONS CHARITABLE TRUST, DATED MAY 11, 2018

By: ________________________________
Name: ________________________________
Title: ________________________________

JD HOLDINGS, L.L.C., a Connecticut limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________

SPRINGFIELD CARDINALS, LLC, a Missouri limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________

[Signature Page of Settlement and Release Agreement]

EXHIBIT A

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

(Ballpark Lease)

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (this "Consent") is hereby executed as of this ____ day of _____________, 2023 (the "Effective Date") by the Springfield Cardinals, LLC, a Missouri limited liability company ("Springfield Cardinals").

RECITALS:

A. The John Q. Hammons Charitable Trust, dated May 11, 2018 (the "Charitable Trust") is the current landlord under that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, with the Springfield Cardinals as tenant (collectively, the "Lease"), pertaining to certain premises located at 955 E. Trafficway Street, Springfield, Missouri, and commonly known as "Hammons Field."

B. The Charitable Trust intends to assign to the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the "City of Springfield") all of the Charitable Trust's right, title and interest in and to the Lease, and the City of Springfield intends to accept the Lease and assume all rights and obligations under the Lease, pursuant to that certain Assignment and Assumption of Lease, dated as of __________, 2023 (the "Assignment").

C. The Springfield Cardinals have agreed to consent to the execution and delivery of the Assignment pursuant to the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Springfield Cardinals hereby (i) acknowledges that the Springfield Cardinals has reviewed and approves the terms and conditions of the Assignment, and (ii) consents to the execution and delivery of the Assignment between the Charitable Trust and the City.

EXECUTED as of the date and year above written.

SPRINGFIELD CARDINALS:

Springfield Cardinals, LLC,
a Missouri limited liability company

By:_______________________________________
Name: ____________________________________
Title: _____________________________________

<u>ASSIGNMENT AND ASSUMPTION OF LEASE</u>

(BALLPARK LEASE)

This Assignment and Assumption of Lease (this "<u>Assignment</u>") is hereby executed as of this _____ day of ______________, 2023 (the "<u>Effective Date</u>"), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 ("<u>Assignor</u>"), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("<u>Assignee</u>").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, as landlord (the "<u>Revocable Trust</u>"), and the Springfield Cardinals, LLC, a Missouri limited liability company, as tenant (the "<u>Springfield Cardinals</u>") are parties to that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between the Revocable Trust and the Springfield Cardinals (collectively, the "<u>Lease</u>").

B. Pursuant to that certain Assignment and Assumption of Ballpark Lease Agreement dated on or about May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the Lease to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **<u>Defined Terms</u>**. Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **<u>Assignment</u>**. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **<u>Assumption</u>**. Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines, penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (including,

without limitation, reasonable attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction**. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors**. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability**. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6. **Entire Agreement**. This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers**. This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts**. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:____
Name: _____________________________________
Title: ______________________________________

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:____
Name: _____________________________________
Title: ______________________________________

Approved as to form:

____
City Attorney or designee

[Consent to Assignment of Lease Agreement]

EXHIBIT B

IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

SPRINGFIELD CARDINALS, LLC, Plaintiff/Counterclaim Defendant, v. JACQUELINE DOWDY, as Co-Successor Trustee of the REVOCABLE TRUST OF JOHN Q. HAMMONS dated December 28, 1989, as amended and restated, et al., Defendants/Counterclaim Plaintiffs.	)))))))))))))	Case No. 2031-CC00229

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff/Counterclaim Defendant Springfield Cardinals, LLC and Defendants/Counterclaim Plaintiffs Jacqueline Dowdy and Greggory Groves, as Co-Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated, JD Holdings, L.L.C., and John Casale, as Trustee of the John Q. Hammons Charitable Trust, and hereby dismiss with prejudice all claims, counterclaims, affirmative defenses and other causes of action set forth in the parties' Petition, First Amended Petition, Answer to First Amended Petition, Counterclaims, Amended Counterclaims, and Reply and Affirmative Defenses to the Counterclaims and Amended Counterclaims, with the parties to bear their own costs, expenses, and attorneys' fees.

EXHIBIT H

Assignment and Assumption of Lease Agreement – Springfield Cardinals

ASSIGNMENT AND ASSUMPTION OF LEASE

(BALLPARK LEASE)

This Assignment and Assumption of Lease (this "Assignment") is hereby executed as of this _____ day of ______________, 202_ (the "Effective Date"), by and between the John Q. Hammons Charitable Trust, dated May 11, 2018 ("Assignor"), and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Assignee").

RECITALS:

D. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, as landlord (the "Revocable Trust"), and the Springfield Cardinals, LLC, a Missouri limited liability company, as tenant (the "Springfield Cardinals") are parties to that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, between the Revocable Trust and the Springfield Cardinals (collectively, the "Lease").

E. Pursuant to that certain Assignment and Assumption of Ballpark Lease Agreement dated on or about May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the Lease to Assignor.

F. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Lease.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not otherwise defined shall have the meaning given in the Lease.

2. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, together with the deposits thereunder made or held by Assignor.

3. **Assumption**. Assignee hereby accepts the assignment, transfer and conveyance of the Lease, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Lease, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines, penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's

duties and obligations under the Lease. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the Lease; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the Lease.

4. **Governing Law and Jurisdiction**. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors**. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability**. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

6. **Entire Agreement**. This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers**. This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts**. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:____

Name: ______________________________________

Title: _______________________________________

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:____

Name: ______________________________________

Title: _______________________________________

Approved as to form:

____

City Attorney or designee

EXHIBIT I

Consent to Assignment of Lease Agreement – Springfield Cardinals

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

(Ballpark Lease)

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT (this "Consent") is hereby executed as of this ____ day of _____________, 202_ (the "Effective Date") by the Springfield Cardinals, LLC, a Missouri limited liability company ("Springfield Cardinals").

RECITALS:

A. The John Q. Hammons Charitable Trust, dated May 11, 2018 (the "Charitable Trust") is the current landlord under that certain Ballpark Lease Agreement, dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement, dated as of February 18, 2008, with the Springfield Cardinals as tenant (collectively, the "Lease"), pertaining to certain premises located at 955 E. Trafficway Street, Springfield, Missouri, and commonly known as "Hammons Field."

B. The Charitable Trust now desires to transfer and assign to the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri (the "City of Springfield") all of the Charitable Trust's right, title and interest in and to the Lease pursuant to that certain Assignment and Assumption of Lease, dated as of __________, 202_. (the "Assignment"), a copy of which is attached hereto.

C. The Springfield Cardinals have agreed to consent to the execution and delivery of the Assignment pursuant to the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Springfield Cardinals hereby (i) acknowledges that the Springfield Cardinals has reviewed and approves the terms and conditions of the Assignment, and (ii) consents to the execution and delivery of the Assignment between the Charitable Trust and the City.

EXECUTED as of the date and year above written.

SPRINGFIELD CARDINALS:

Springfield Cardinals, LLC,
a Missouri limited liability company

By:____
Name: _____________________________________
Title: ______________________________________

EXHIBIT J

Assignment of License Agreement – Missouri State University

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

(MSU LICENSE)

This Assignment and Assumption of License Agreement (this "Assignment") is hereby executed as of this _____ day of ______________, 202_ (the "Effective Date"), by and between The John Q. Hammons Charitable Trust, dated May 11, 2018 ("Assignor") and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Assignee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the "Revocable Trust") and the Board of Governors of Missouri State University, a Missouri public institution of higher education ("MSU") are parties to that certain Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated as of January 2, 2017, and as amended by the Amendment to Second Amended and Restated Ballpark License Agreement, dated as of October 25, 2018 (collectively, the "MSU License").

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned its right, title and interest in and to the MSU License to Assignor.

C. Assignor now desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the MSU License.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not otherwise defined shall have the meaning given in the MSU License.

2. **Assignment**. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the MSU License, together with the deposits thereunder made or held by Assignor.

3. **Assumption**. As of the Effective Date, Assignee hereby accepts the assignment, transfer and conveyance of the MSU License, together with the deposits thereunder made or held by Assignor, and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the MSU License, whether first arising or accruing before, on or after the Effective Date. Assignor expressly releases Assignee from and against any and all potential liability, damages, losses, demands, judgments, awards, assessments, interest, fines,

penalties, costs or expenses which relate to acts, omissions or events occurring prior to the Effective Date in connection with Assignor's duties and obligations under the MSU License. To the maximum extent permitted by applicable law, Assignee shall defend Assignor from and against all demands, claims, costs, suits, actions or causes of action, and indemnify and hold harmless Assignor from and against all losses, liabilities, damages, judgments, awards, assessments, interest, fines, penalties, costs or expenses (excluding attorneys' fees) which relate to acts, omissions or events occurring: (i) prior to the Effective Date in connection with Assignor's duties and obligations under the MSU License; and (ii) from and after the Effective Date in connection with Assignee's duties and obligations under the MSU License.

4. **Governing Law and Jurisdiction**. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

5. **Successors**. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Severability**. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

7. **Entire Agreement**. This Assignment and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

8. **Amendments and Waivers**. This Assignment may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

9. **Counterparts**. For the convenience of the parties hereto, this Assignment may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

John Q. Hammons Charitable Trust, dated May 11, 2018

By:____

Name: ______________________________________

Title: _______________________________________

ASSIGNEE:

City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:____

Name: ______________________________________

Title: _______________________________________

Approved as to form:

____

City Attorney or designee

EXHIBIT K

Notice of Assignment of License Agreement – Missouri State University

_____________, 202_

Missouri State University
Office of General Counsel
901 S. National Avenue
Springfield, MO 65804

Re: Second Amended and Restated Ballpark License Agreement, dated as of December 17, 2010, between the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the "Revocable Trust") and the Board of Governors of Missouri State University, a Missouri public institution of higher education, as amended by the First Amendment to Second Amended and Restated Ballpark License Agreement, dated January 2, 2017, and the Second Amendment to Second Amended and Restated Ballpark License Agreement, dated October 25, 2018 (collectively, (the "MSU License"), as assigned by the Revocable Trust to the John Q. Hammons Charitable Trust, dated May 11, 2018 ("Charitable Trust") pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020.

To Whom It May Concern:

By this letter, the Charitable Trust gives notice to you that the above-referenced MSU License has been assigned to the City of Springfield, Missouri (the "City of Springfield"), and the City of Springfield has assumed all of the Charitable Trust's liabilities and obligations under the MSU License. All sums owing to the Charitable Trust pursuant to the MSU License from and after the date of this letter shall be made payable to the City of Springfield. Enclosed please find copies of the relevant assignment documentation.

Effective immediately, the contact information for the City of Springfield is as follows:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attn: Legal Department

Please contact us if you have any questions regarding this matter.

Very truly yours,

John Q. Hammons Charitable Trust, dated May 11, 2018

By:____

Name: _____________________________________

Title: ______________________________________

Exhibit 2

PURCHASE AND SALE AGREEMENT

(Hammons Field Parking Areas)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of February __, 2023 (the "Effective Date"), between 946 EAST TRAFFICWAY LLC, a Delaware limited liability company ("Seller"), and THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri ("Purchaser"). (Seller and Purchaser are sometimes referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, Seller is the owner of two parcels of land located at 946 East Trafficway in Springfield, Missouri 65802 (the "Main Parking Lot") and 234 N John Q Hammons Parkway in Springfield, Missouri 65802 (the "Ancillary Parking Lot"); and

WHEREAS, Seller intends to sell the Property to Purchaser, and Purchaser intends to purchase the Property from Seller, on the terms set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1
THE PROPERTY

1.1 Description of the Property. Subject to the terms of this Agreement, at the Closing (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all of the rights and interests in and to the following property (collectively, the "Property"):

(a) all land comprising the Main Parking Lot and Ancillary Parking Lot as more specifically described in on Exhibit A attached hereto, and all easements, rights and interests appurtenant to the land (collectively, the "Land"), and

(b) all fixtures, equipment and other tangible personal property (if any) owned by Seller and located on the Land (collectively, the "Personal Property").

ARTICLE 2
PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property is Five Million Five Hundred Thousand Dollars ($5,500,000.00) (the "Purchase Price"), which shall be adjusted at Closing as expressly provided in this Agreement.

2.2 Payment of Purchase Price. At Closing, Purchaser shall pay to Seller an amount equal to the Purchase Price. All amounts to be paid by Purchaser to Seller under this Agreement shall be paid by wire transfer of immediately available U.S. federal funds.

ARTICLE 3
DUE DILIGENCE

3.1 NO DUE DILIGENCE CONTINGENCY. PURCHASER ACKNOWLEDGES AND AGREES THAT:

(a) PURCHASER HAS FINALIZED ITS DUE DILIGENCE REVIEW OF ALL MATTERS RELATING TO THE PROPERTY WHICH PURCHASER DEEMS ADVISABLE AS OF THE EFFECTIVE DATE, INCLUDING ALL STRUCTURAL, ENGINEERING, ENVIRONMENTAL, TITLE, SURVEY, FINANCIAL, OPERATIONAL AND LEGAL COMPLIANCE MATTERS;

(b) PURCHASER SHALL NOT HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AS THE RESULT OF ITS DISSATISFACTION WITH ANY ASPECT OF ITS DUE DILIGENCE REVIEW OF THE PROPERTY; AND

(c) THE PURCHASE PRICE REFLECTS THE RESULTS OF PURCHASER'S DUE DILIGENCE REVIEW OF THE PROPERTY.

ARTICLE 4
TITLE TO THE PROPERTY

4.1 Title Insurance Commitment. Purchaser acknowledges that Seller shall has obtained and delivered to Purchaser a commitment for an ALTA owner's title insurance policy from First American title Insurance Company (the "Title Company"), dated October 26, 2022, number NCS-1153917-CHI2 for the Property (the "Title Commitment").

4.2 Survey. Purchaser acknowledges that Seller has delivered to Purchaser, the following: (i) survey, dated May 21, 2018, last revised May 31, 2018, prepared by Bock & Clark as Project No. 201801320,008, for the Main Parking Lot, and (ii) survey, dated May 8, 2018, last revised May 31, 2018, prepared by Bock & Clark as Project No. 201801320,009, for the Ancillary Parking Lot (collectively, the "Survey"). Seller shall have no obligation to obtain an updated or new land survey for the Property.

4.3 Exceptions to Title.

4.3.1 Unpermitted Exceptions. All liens, encumbrances or other exceptions to title affecting the Property (the "Title Exceptions"), and encroachments or other survey defects affecting the Property (the "Survey Defects") that Seller and Purchaser have expressly marked as "unpermitted" shall constitute unpermitted exceptions to title to the Property (the "Unpermitted Exceptions"). .

4.3.2 Permitted Exceptions. All liens, encumbrances and other exceptions to title, and all encroachments and other survey defects, affecting the Property, other than the Unpermitted Exceptions shall constitute permitted exceptions to title to the Property (the "Permitted Exceptions"). For the avoidance of doubt, all liens and encumbrances caused or created by Purchaser, including mortgages, deeds of trust and other security interests for any financing incurred by Purchaser shall constitute Permitted Exceptions.

4.3.3 Removal of Unpermitted Exceptions. Seller shall have no obligation to remove or cure any Title Exceptions or Survey Defects other than the Unpermitted Exceptions. Seller may cure any Unpermitted Exception by (a) removing such Unpermitted Exception from title, or (b) causing the Title Company to commit to insure over such Unpermitted Exception in the Title Policy, without removing such Unpermitted Exception from the Title Policy, provided that Purchaser, in its sole discretion, agrees to such insuring over of any Unpermitted Exceptions. If Seller determines that it will be unable to remove or cure any Unpermitted Exceptions before Closing, Seller shall have the right to postpone the Closing one or more times for up to 60 days in the aggregate in each case by providing written notice to Purchaser no later than five Business Days before the then scheduled date for the Closing.

4.4 Title Insurance Policy. At Closing, Seller shall cause the Title Company to issue a title insurance policy to Purchaser in accordance with the Title Commitment, subject only to the removal or insuring of Unpermitted Exceptions pursuant to Section 4.3.3, and dated as of the Closing Date, with gap coverage from Seller from the Closing through the date of recording (the "Title Policy").

4.5 Conveyance of the Property. At Closing, Seller shall convey to Purchaser the Property subject to all Title Exceptions and Survey Defects other than the Unpermitted Exceptions which are cured by causing the Title Company to insure over such Unpermitted Exceptions in the Title Policy, but which otherwise are not removed from title.

ARTICLE 5
CONDITION OF THE PROPERTY

5.1 PROPERTY SOLD "AS IS". SUBJECT TO THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 6, PURCHASER ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS" BASIS, AND SELLER HAS NO OBLIGATION TO REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.

5.2 LIMITATIONS ON REPRESENTATIONS AND WARRANTIES. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, NOR ANY OTHER PERSON PURPORTING TO REPRESENT SELLER, HAS MADE ANY REPRESENTATION, WARRANTY, GUARANTY OR PROMISE WHATSOEVER WITH RESPECT TO THE PROPERTY, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO (A) THE CONDITION, SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY, (B) THE ZONING CLASSIFICATION OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY OR OPERATION OF ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY WITH ANY ZONING REQUIREMENTS, BUILDING CODES OR OTHER APPLICABLE LAW, (C) THE ACCURACY OF ANY INFORMATION IN ANY DOCUMENTS, MATERIALS OR INFORMATION PROVIDED TO PURCHASER WHICH WERE PREPARED FOR OR ON BEHALF OF SELLER, OR (D) ANY OTHER MATTER RELATING TO SELLER, THE

PROPERTY OR ANY FUTURE CONTEMPLATED BUSINESS TO BE OPERATED ON THE PROPERTY.

5.3 SURVIVAL. THIS ARTICLE 5 SHALL SURVIVE THE CLOSING.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

6.1.1 Organization and Power. Seller (a) is duly formed, validly existing and in good standing in the jurisdiction of its formation, (b) is qualified to do business in the jurisdiction in which the Property is located, and (c) has all requisite power and authority to own the Property.

6.1.2 Authority and Binding Obligation. (a) Seller has full power and authority to execute this Agreement and all other documents to be executed by Seller pursuant to this Agreement (the "Seller Documents"), and to perform all obligations of Seller under the Seller Documents, (b) the execution by the signer on behalf of Seller of the Seller Documents, and the performance by Seller of its obligations under the Seller Documents, has been duly and validly authorized by all necessary action by Seller, and (c) the Seller Documents, when executed, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms.

6.1.3 Consents and Approvals; No Conflicts. Except for the recordation of any Seller Documents as required, (a) no filing with, and no consent, approval or other authorization of, any Governmental Authority is necessary for the execution by Seller of any Seller Documents, or the performance by Seller of any of its obligations under any Seller Documents, and (b) neither the execution by Seller of any Seller Documents, nor the performance by Seller of any of its obligations under any Seller Documents, will (i) violate any provision of Seller's organizational or governing documents, (ii) violate any Applicable Law to which Seller is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Seller is a party, except to the extent such violation, breach or default would not have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

6.1.4 Condemnation. Seller has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and to Seller's Knowledge, no such condemnation proceeding or eminent domain proceeding is threatened affecting all or any part of the Property.

6.1.5 Litigation. Seller has not (a) been served with any court filing in any litigation with respect to the Property in which Seller is named a party which has not been resolved, settled or dismissed, or (b) received any written notice threatening any such litigation, administrative or other adjudicatory proceeding.

6.1.6 Compliance with Laws. Seller has not received any written notice of a violation of any applicable laws, rules or regulations Law with respect to the Property that has not been cured or dismissed, and to Seller's Knowledge, Seller is not in violation of any applicable law with respect to the Property that has not been cured or dismissed.

6.1.7 Brokers. Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Seller in connection with the transaction described in this Agreement in any manner that would entitle such Person to any fee or commission in connection with the transaction described in this Agreement.

6.1.8 Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

For purposes of this Section 6.1, the term "Seller's Knowledge" means the actual knowledge of John Casale as representative of Seller.

6.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

6.2.1 Organization and Power. Purchaser (a) is a duly organized and existing constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, and (b) has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

6.2.2 Authority and Binding Obligation. (a) Purchaser has full power and authority to execute this Agreement and all other documents to be executed by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser under the Purchaser Documents, (b) the execution by the signer on behalf of Purchaser of the Purchaser Documents, and the performance by Purchaser of its obligations under the Purchaser Documents, has been duly and validly authorized by all necessary action by Purchaser, and (c) the Purchaser Documents, when executed, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms.

6.2.3 Consents and Approvals; No Conflicts. (a) No filing with, and no consent, approval or other authorization of, any Governmental Authority or other Person is necessary for the execution by Purchaser of any Purchaser Documents, or the performance by Purchaser of any of its obligations under any Purchaser Documents, and (b) neither the execution by Purchaser of any Purchaser Documents, nor the performance by Purchaser of any of its obligations under any Purchaser Documents, will (i) violate any provision of Purchaser's organizational or governing documents, (ii) violate any Applicable Law to which Purchaser is subject, or (iii) result in a violation or breach of, or constitute a default under, any contract, agreement or other instrument or obligation to which Purchaser is a party or by which any of Purchaser's properties are subject.

6.2.4 Brokers. Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described in this Agreement in any manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

ARTICLE 7
CLOSING CONDITIONS

7.1 Mutual Closing Conditions.

7.1.1 Satisfaction of Mutual Closing Conditions. The obligation of each Party to close the transaction contemplated in this Agreement are subject to the satisfaction at or before the Closing of all of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Third Party Consents and Signatures to Closing Deliveries. Each of the Seller Closing Deliveries requiring the consent of or execution by third parties shall have been obtained and any such instrument shall have been duly executed by any such Person, and notarized, if required, and delivered into escrow with the Title Company for Closing.

(b) Hammons Field. Purchaser shall have acquired the ballpark located at 955 E. Trafficway in Springfield Missouri and commonly known as Hammons Field.

(c) Adverse Proceedings. No injunction or other order or ruling shall have been issued by a court or any other Governmental Authority that would prevent the completion of the transaction described in this Agreement, and no litigation or other court action shall have been commenced by a third-party seeking to obtain an injunction or other relief from a court or other Governmental Authority to prevent the completion of the transaction described in this Agreement.

(d) Adverse Law. No Applicable Law shall have been enacted that would prevent the completion of the transaction described in this Agreement.

(e) Bankruptcy. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller or Purchaser that would materially and adversely affect such Party's ability to perform its obligations under this Agreement.

7.1.2 Failure of Mutual Closing Condition. If any Mutual Closing Condition is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

7.2 Purchaser Closing Conditions.

7.2.1 Satisfaction of Purchaser Closing Conditions. Purchaser's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) The Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent (as defined herein) in the Closing Escrow (as defined herein) to be delivered to Purchaser at Closing.

(b) The representations and warranties of Seller in this Agreement, as may be modified from time to time as provided in this Agreement, shall be true and correct as of the Closing.

(c) The obligations of Seller in this Agreement shall have been performed in all material respects.

(d) The Title Company shall have issued the Title Policy pursuant to Section 4.4.

7.2.2 Failure of Purchaser Closing Condition. If any Purchaser Closing Condition is not satisfied at Closing, then Purchaser shall have the right to (a) terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive the failure of such Purchaser Closing Condition and proceed to Closing.

7.3 Seller Closing Conditions.

7.3.1 Satisfaction of Seller Closing Conditions. Seller's obligation to close the transaction described in this Agreement is subject to the satisfaction at or before Closing of each of the following conditions precedent (the "Seller Closing Conditions"):

(a) Purchaser shall have paid to Seller or deposited the Purchase Price with Escrow Agent, and provided Escrow Agent with written direction to disburse the Purchase Price to Seller.

(b) All other Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller at Closing.

(c) All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing.

(d) The obligations of Purchaser in this Agreement shall have been performed in all material respects.

7.3.2 Failure of Seller Closing Condition. If any Seller Closing Condition is not satisfied at Closing, then Seller shall have the right to (i) terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, or (ii) waive such Seller Closing Condition and proceed to Closing.

7.4 Frustration of Closing Conditions. Notwithstanding anything to the contrary in this Article 7, Seller and Purchaser may not rely on the failure of a Seller Closing Condition or Purchaser Closing Condition, respectively, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE 8
CLOSING

8.1 Closing Date. The closing of the transaction described in this Agreement (the "Closing") shall occur on the date that is 60 days after the Effective Date (as such date may be postponed as expressly provided in this Agreement), or such other date as agreed to in writing by the Parties (the date on which the Closing occurs is referred to herein as the "Closing Date"). The Closing shall occur through an escrow (the "Closing Escrow") administered by the escrow agent affiliated with the Title Company (the "Escrow Agent"). If the Closing has not occurred within 60 days after the Effective Date, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party after such 10-day period, in which case the Parties shall have no further rights or obligations under this Agreement, except for those that expressly survive termination.

8.2 Closing Deliveries.

8.2.1 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing, all of the documents (each of which shall be duly executed by Seller or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.1 (the "Seller Closing Deliveries"), as follows:

(a) A special limited warranty deed conveying the Land comprising the Main Parking Lot, to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit B;

(b) A special limited warranty deed, conveying the Land comprising the Ancillary Parking Lot, to Purchaser in accordance with Section 4.5, in the form attached hereto as Exhibit C;

(c) A bill of sale conveying the Personal Property (if any) located on the Main Parking Lot to Purchaser in the form attached hereto as Exhibit D;

(d) A bill of sale conveying the Personal Property (if any) located on the Ancillary Parking Lot to Purchaser in the form attached hereto as Exhibit E;

(e) A Termination of Parking Agreement with respect to the Main Parking Lot in the form attached hereto as Exhibit F;

(f) A Termination of Management Agreement in the form attached hereto as Exhibit G;

(g) Such agreements, affidavits or other documents as may be reasonably requested by the Title Company from Seller to issue the Title Policy;

(h) All real estate transfer declaration or similar documents required under Applicable Law in connection with the conveyance of the Property;

(i) A FIRPTA affidavit in the form set forth in the regulations under Section 1445 of the Internal Revenue Code of 1986, as amended;

(j) The Closing Statement prepared pursuant to Section 9.1; and

(k) Such other documents and instruments as may be reasonably requested by Purchaser in order to complete the transaction described in this Agreement.

8.2.2 Purchaser Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller all of the documents (each of which shall have been duly executed by Purchaser or other Person, as applicable, and notarized, if required) and other items set forth in this Section 8.2.2 (the "Purchaser Closing Deliveries"), as follows:

(a) The Purchase Price to be paid by Purchaser pursuant to Section 2.2;

(b) A counterpart of each of the documents to be delivered by Seller under Section 8.2.1 that require execution by Purchaser; and

(c) Such other documents and items as may be reasonably requested by Seller or the Title Company in order to complete the transaction described in this Agreement.

ARTICLE 9
PRORATIONS AND EXPENSES

9.1 Closing Statement. No later than the day before the Closing, the Parties jointly shall prepare a closing statement (the "Closing Statement"), which shall set forth their best estimate of the amounts of the items to be adjusted and prorated under this Agreement. The Closing Statement shall be approved and executed by the Parties at Closing, and such adjustments and prorations shall be final with respect to the items set forth in the Closing Statement, except to the extent any such items shall be reprorated after the Closing as expressly set forth in Section 9.2.

9.2 Prorations. The items set forth in this Section 9.2 shall be prorated between the Parties (the "Prorations") as of 11:59 p.m. on the day preceding the Closing Date.

9.2.1 Operating Expenses. All property taxes, assessments, water or sewer charges, gas, electric, telephone or other utilities, operating expenses, and rents or other normally proratable items relating to the Property, shall be prorated between Seller and Purchaser as of the Closing Date.

9.2.2 Other Adjustments and Prorations. All other items as are customarily adjusted or prorated upon the sale and purchase of property similar to the Property shall be adjusted and prorated between the Parties accordingly.

9.3 Transaction Costs

9.3.1 Seller's Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items in connection with this transaction: (a) the fees and expenses of removing or curing any Unpermitted Exceptions as required under Section 4.3, (b) the fees, costs and expenses for the Title Commitment, and Title Policy, (c) any transfer, sales or similar tax and recording charges payable in connection with the conveyance of the Property, (d) any commission due to Broker, if any, (e) one half (½) of the fees and expenses for the Escrow Agent, and (f) the fees, costs and expenses of its own attorneys, accountants and consultants or other Person engaged by Seller.

9.3.2 Purchaser's Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (a) the fees, costs and expenses incurred by Purchaser for any due diligence conducted by Purchaser, (b) one half (½) of the fees and expenses for the Escrow Agent, and (c) the fees, costs and expenses or other Person engaged by Purchaser of its own attorneys, accountants and consultants.

9.3.3 Other Transaction Costs. All other fees, costs and expenses not expressly addressed in this Section 9.3 or elsewhere in this Agreement shall be allocated between the Parties in accordance with applicable local custom for sale and purchase transactions involving similar properties.

ARTICLE 10
DEFAULT AND REMEDIES

10.1 Seller Default. If, at or any time before Closing, Seller fails to perform its obligations under this Agreement in any material respect and such failure is not due to a Purchaser Default (a "Seller Default"), then Purchaser, as its sole and exclusive remedy for such Seller Default, may elect to (a) terminate this Agreement, in which case the Parties shall have no further rights or obligations under this Agreement, except those that expressly survive termination, (b) proceed to Closing without any reduction in or setoff against the Purchase Price, in which case Purchaser shall be deemed to have waived such Seller Default, or (c) obtain an injunction for specific performance.

10.2 Purchaser Default. If at any time before Closing, Purchaser fails to perform any obligation of Purchaser under this Agreement in any material respect which is not due to a Seller Default (a "Purchaser Default"), then Seller, may, at Seller's sole option, elect any one or more of the following: (i) terminate this Agreement by written notice delivered to Purchaser whereupon Purchaser and Seller shall have no further rights or obligations hereunder; or (ii) exercise any other right or remedy Purchaser may have at law or in equity by reason of such default including, but not limited to, the recovery of actual damages incurred by Purchaser in connection herewith, but in no event greater than the Purchase Price, but expressly excluding attorneys' fees and court costs.

ARTICLE 11
SURVIVAL

11.1 Survival.

11.1.1 Survival of Representations and Warranties. The representations and warranties of Seller in Sections 6.1.1, 6.1.2, and 6.1.3, and the representations and warranties of Purchaser in Section 6.2 shall survive the Closing or termination of this Agreement until the expiration of the applicable statute of limitations, and all other representations and warranties of Seller in this Agreement shall be deemed to be merged in the deeds and shall not survive the Closing (the period any such representation or warranty survives the Closing or termination of this Agreement (as the case may be) is referred to herein as the "Survival Period").

11.1.2 Survival of Rights and Obligations. Except for the rights and obligations of the Parties in this Agreement that expressly survive the Closing or termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate upon Closing or earlier termination of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 Notices.

12.1.1 Method of Delivery. All notices, requests, demands, consents, approvals and objections and other communications (each, a "Notice") to be provided by any Party to another Party pursuant to this Agreement shall be in writing, duly signed by the sending Party (or attorney on behalf of such Party) and delivered to the recipient Party by (a) personal delivery, (b) U.S. certified mail, (c) overnight courier service, or (d) email in PDF (Portable Digital Format). All Notices to be provided to a Party under this Agreement shall be sent to the following address:

If to Seller:

946 East Trafficway LLC
c/o Atrium Holding Company
2398 E. Camelback Road, Suite 1000
Phoenix, Arizona 85016
Attn: Brian Cameron
Email: bcameron@atriumllc.com

with copies to:

Stinson LLP
1201 Walnut St., Suite 2900
Kansas City, Missouri 64106
Attn: Nicholas J. Zluticky
Attn: Timothy A. Laycock
Email: Nicholas.zluticky@stinson.com
Email: tim.laycock@stinson.com

If to Purchaser:

City of Springfield, Missouri
Busch Municipal Building
840 N. Boonville Ave.
Springfield, MO 65802
Attention: Rhonda Lewsader
Email: rlewsader@springfieldmo.gov

with copies to:

Polsinelli PC
900 W 48th Place, Suite 900
Kansas City, MO 64112
Attention: Daniel Dooley
Email: ddooley@polsinelli.com

Any Person to whom Notices or copies of Notices are to be delivered pursuant to this Section 12.2.1 shall notify the other Persons listed in this Section 12.2.1 of any change in its address by providing a Notice of its new address to such other Persons pursuant to this Section 12.2.1.

12.1.2 Receipt of Notices. All Notices sent by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to the recipient Party's address, provided that such delivery is before 5:00 p.m. (local time for the recipient Party) on any day other than a Saturday, Sunday or U.S. federal legal holiday (a "Business Day"), otherwise the following Business Day, except in the case of delivery by email, the date the recipient Party responds in writing (by email or otherwise) affirmatively acknowledging receipt of delivery (but expressly excluding any automated reply to the sending Party regarding delivery to the recipient Party's email address), or (b) the attempted delivery of such Notice if the recipient Party refuses delivery or is no longer at such address and failed to provide the sending Party with its current address pursuant to this Section 12.2.2.

12.2 Further Assurances. The Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions necessary, appropriate or advisable to complete the transaction described in this Agreement. This Section 12.3 shall survive the Closing.

12.3 Successors and Assigns. This Agreement shall be binding on and for the benefit of the Parties, and their respective successors and permitted assigns.

12.4 Third-Party Beneficiaries. This Agreement shall not provide any rights or remedies to any Person other than the Parties and their respective successors and permitted assigns.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without giving effect to any principles regarding conflict of laws.

12.6 Rules of Interpretation. The following rules shall apply to the interpretation of this Agreement:

12.6.1 Certain Words and Phrases. Unless otherwise expressly stated in this Agreement, the following words and phrases shall be interpreted as follows: (a) the words "include", "includes", "including" shall be construed as if followed by the phrase "without limitation"; and (b) the word "may" shall be construed as meaning "shall have the right but not the obligation to".

12.6.2 Definitions. Unless otherwise expressly stated in this Agreement, the following words shall have the following meaning:

(a) The term "Affiliate" means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term "control" and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

(b) The term "Governmental Authority" means any federal, state or local government or other political subdivision thereof, including, any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(c) The term "Person" means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

12.7 Severability. If any term or provision of this Agreement is determined to be illegal, invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the legality, validity or enforceability of any other terms or provisions of this Agreement, or the legality, validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

12.8 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

12.9 Recitals, Exhibits and Schedules. The introduction and recitals to this Agreement, and all exhibits and schedules referred to in this Agreement are incorporated in and made a part of this Agreement.

12.10 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any letter of intent or term sheet and all other agreements or understandings (written or verbal) between the Parties on or before the Effective Date regarding the transaction described in this Agreement.

12.11 Amendments to Agreement. No amendment or other change to any terms of this Agreement, or waiver of any right, obligation, liability, breach or default under this Agreement shall be valid unless in writing and signed by all Parties.

12.12 Execution of Agreement. A Party shall have the right to deliver executed signature pages to this Agreement by email in PDF (Portable Digital Format) to any other Party, which electronic copy shall be deemed to be an original executed signature page, provided that such Party shall deliver an original signature page to such other Party promptly thereafter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[END OF TEXT – CONTINUED ON NEXT PAGE]

Each Party has caused this Agreement to be executed and delivered in their names by a duly authorized officer or representative of such Party.

SELLER:

946 EAST TRAFFICWAY LLC,
a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

PURCHASER:

THE CITY OF SPRINGFIELD, MISSOURI,
a constitutional home rule charter municipal corporation
and political subdivision of the State of Missouri

By: ______________________________
Name: ______________________________
Title: ______________________________

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

____
Director of Finance

Approved as to form:

____
City Attorney or designee

EXHIBIT LIST

A. Legal Descriptions of Property
B. Special Warranty Deed (Main Parking Lot)
C. Special Warranty Deed (Ancillary Parking Lot)
D. Bill of Sale (Main Parking Lot)
E. Bill of Sale (Ancillary Parking Lot)
F. Termination of Parking Lot Agreement (Main Parking Lot)
G. Termination of Management Agreement

EXHIBIT A

Legal Descriptions of Property

Main Parking Lot:

TRACT A:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9; PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.17 FEET; THENCE, NORTH 89 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.40 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 210.61 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 110.52 FEET TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 10 MINUTES 12 SECONDS WEST A DISTANCE OF 110.52 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 0 DEGREES 23 MINUTES 34 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST A DISTANCE OF 110.45 FEET; THENCE NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.19 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 292.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING FOUR DESCRIBED COURSES: THENCE NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST, A DISTANCE OF 21.58 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 227.91 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.20 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 399.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE

SOUTH 89 DEGREES 09 MINIUTES 49 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 473.80 FEET TO THE POINT OF COMMENCEMENT.

EXCEPT, BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 1 DEGREE 47 MINUTES 11 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST A DISTANCE OF 473.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST A DISTANCE OF 25.14 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, NORTH 1 DEGREE 50 MINUTES 44 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 25.19 FEET TO THE PONT OF BEGINNING.

ALSO EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 25.19 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST A DISTANCE OF 282.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 10.03 FEET TO THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY WITH THE FOLLOWING COURSES, NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 21.58 FEET, SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 147.57 FEET, SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 227.91 FEET, SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 115.20 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 10.33 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 112.72 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 228.03 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 148.61 FEET; THENCE SOUTH 89 DEGREES 41 MINUTE'S 49 SECONDS EAST A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING.

<u>Ancillary Parking Lot</u>:

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY; THENCE

NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT 1 RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86 DEGREES 20 MINUTES WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBED ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P.W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 909 AT PAGE 103, IN THE RECORDER OF DEEDS OFFICE OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B

Special Warranty Deed (Main Parking Lot)

(Space Above Reserved For Recorder of Deeds Certification)

MISSOURI SPECIAL WARRANTY DEED

(Main Parking Lot)

THIS INDENTURE is made effective as of ___________, 202_ by and between 946 East Trafficway LLC, a Delaware limited liability company ("**Grantor**"), with an address of 2398 E. Camelback Rd., Suite 1000, Phoenix, AZ 85016, and The City of Springfield, Missouri, a constitutional home rule charter municipal corporation ("**Grantee**"), with an address of Busch Municipal Building, 840 N. Boonville Ave., Springfield, MO 65802, Attn: Legal Department.

WITNESSETH, that Grantor, that Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL AND CONVEY, unto Grantee and Grantee's heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee and Grantee's heirs, successors and assigns, forever; Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor, except as set forth herein; and that Grantor will warrant and defend the title to said premises unto Grantee and Grantee's heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming under Grantor, except as set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first written above.

Grantor:

946 East Trafficway LLC,
a Delaware limited liability company

By: ________________________________
Printed Name: ________________________
Title: ________________________________

ACKNOWLEDGMENT

On this _______ day of _________________ 202_, before me personally appeared _______________, to me personally known, _____________ of 946 EAST TRAFFICWAY LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated, and as their free act and deed and as the free act and deed of said limited liability company.

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

____
Notary Public

My Commission Expires: _______________

EXHIBIT A

Legal Description of Property

TRACT A:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9; PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 210.17 FEET; THENCE, NORTH 89 DEGREES 25 MINUTES 13 SECONDS WEST, A DISTANCE OF 105.40 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 34 SECONDS EAST, A DISTANCE OF 210.61 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 110.52 FEET TO THE POINT OF BEGINNING.

EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 10 MINUTES 12 SECONDS WEST A DISTANCE OF 110.52 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 0 DEGREES 23 MINUTES 34 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 12 SECONDS EAST A DISTANCE OF 110.45 FEET; THENCE NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

TRACT B:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI: THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 25.19 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 292.40 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ST. LOUIS STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING FOUR DESCRIBED COURSES: THENCE NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST, A DISTANCE OF 21.58 FEET; THENCE SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST, A DISTANCE OF 227.91 FEET; THENCE SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST, A DISTANCE OF 115.20 FEET; THENCE NORTH 01 DEGREE 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 399.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TRAFFICWAY; THENCE SOUTH 89 DEGREES 09 MINIUTES 49 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 473.80 FEET TO THE POINT OF COMMENCEMENT.

EXCEPT, BEGINNING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 473.80 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 1 DEGREE 47 MINUTES 11 SECONDS WEST A DISTANCE OF 3.00 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST A DISTANCE OF 473.85 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST A DISTANCE OF 25.14 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, NORTH 1 DEGREE 50 MINUTES 44 SECONDS EAST A DISTANCE OF 3.00 FEET TO THE SOUTH RIGHT OF WAY OF EAST TRAFFICWAY; THENCE ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 11 MINUTES 46 SECONDS WEST A DISTANCE OF 25.19 FEET TO THE PONT OF BEGINNING.

ALSO EXCEPT, COMMENCING AT THE NORTHEAST CORNER OF LOT 9, PLOT 1, MARBLEHEAD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89 DEGREES 11 MINUTES 46 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST TRAFFICWAY, A DISTANCE OF 25.19 FEET TO THE CENTERLINE OF VACATED HAMPTON STREET; THENCE ALONG SAID CENTERLINE, SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST A DISTANCE OF 282.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 50 MINUTES 44 SECONDS WEST, A DISTANCE OF 10.03 FEET TO THE NORTH RIGHT OF WAY OF ST. LOUIS STREET; THENCE ALONG SAID RIGHT OF WAY WITH THE FOLLOWING COURSES, NORTH 89 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 21.58 FEET, SOUTH 78 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 147.57 FEET, SOUTH 78 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 227.91 FEET, SOUTH 77 DEGREES 15 MINUTES 47 SECONDS WEST A DISTANCE OF 115.20 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 1 DEGREE 47 MINUTES 11 SECONDS EAST A DISTANCE OF 10.33 FEET; THENCE NORTH 77 DEGREES 15 MINUTES 47 SECONDS EAST A DISTANCE OF 112.72 FEET; THENCE NORTH 78 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 228.03 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 19 SECONDS EAST A DISTANCE OF 148.61 FEET; THENCE SOUTH 89 DEGREES 41 MINUTE'S 49 SECONDS EAST A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Special Warranty Deed (Ancillary Parking Lot)

(Space Above Reserved For Recorder of Deeds Certification)

MISSOURI SPECIAL WARRANTY DEED

(Ancillary Parking Lot)

THIS INDENTURE is made effective as of ___________, 202_ by and between 946 East Trafficway LLC, a Delaware limited liability company ("**Grantor**"), with an address of 2398 E. Camelback Rd., Suite 1000, Phoenix, AZ 85016, and The City of Springfield, Missouri, a constitutional home rule charter municipal corporation ("**Grantee**"), with an address of Busch Municipal Building, 840 N. Boonville Ave., Springfield, MO 65802, Attn: Legal Department.

WITNESSETH, that Grantor, that Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL AND CONVEY, unto Grantee and Grantee's heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto Grantee and Grantee's heirs, successors and assigns, forever; Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by Grantor, except as set forth herein; and that Grantor will warrant and defend the title to said premises unto Grantee and Grantee's heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming under Grantor, except as set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of the day and year first written above.

Grantor:

946 East Trafficway LLC,
a Delaware limited liability company

By: ________________________________
Printed Name: ________________________
Title: ______________________________

ACKNOWLEDGMENT

On this _______ day of _________________ 202_, before me personally appeared _______________, to me personally known, _____________ of 946 EAST TRAFFICWAY LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated, and as their free act and deed and as the free act and deed of said limited liability company.

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

____
Notary Public

My Commission Expires: _______________

EXHIBIT A

BEGINNING AT A POINT ON THE EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI 274.6 FEET NORTH OF THE NORTHEAST CORNER OF ST. LOUIS STREET AND SAID SHERMAN AVENUE; THENCE NORTH ALONG SAID EAST LINE OF SAID SHERMAN AVENUE, AS NOW LOCATED, TO THE NORTHWEST CORNER OF LOT A OF PLOT 1 OF MARBLEHEAD ADDITION, A SUBDIVISION IN SAID CITY; THENCE NORTHEASTERLY ALONG SAID NORTH LINE OF SAID LOT A, 38.9 FEET TO THE POINT WHERE SAID NORTH LINE OF SAID LOT 1 RUNS DUE EAST AND WEST; THENCE EAST ALONG SAID NORTH LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 19.5 FEET; THENCE SOUTHEASTERLY 190.7 FEET, TO AN IRON ROD SET 178.12 FEET EAST OF SAID EAST LINE OF SHERMAN AVENUE, AS NOW LOCATED; THENCE SOUTH 86 DEGREES 20 MINUTES WEST, 97.8 FEET; THENCE WEST TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES. IT BEING THE INTENTION TO DESCRIBED ALL OF LOT A OF PLOT 1 IN MARBLEHEAD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND CERTAIN PROPERTY CONVEYED BY P.W. SNELLING AND LEONA A. SNELLING TO FRED ENGLE AND BERTHA ENGLE, HUSBAND AND WIFE, AS DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 909 AT PAGE 103, IN THE RECORDER OF DEEDS OFFICE OF GREENE COUNTY, MISSOURI; AND A STRIP OF GROUND BETWEEN THE ABOVE DESCRIBED TRACT, WHICH IS A PORTION OF AN ALLEY HERETOFORE VACATED BY THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT D

Bill of Sale (Main Parking Lot)

BILL OF SALE AND ASSIGNMENT

(Main Parking Lot)

THIS BILL OF SALE AND ASSIGNMENT (the "Bill of Sale") is executed as of ________________, 20__, by 946 East Trafficway LLC, a Delaware limited liability company ("Seller") and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri ("Purchaser").

RECITALS OF FACT

Seller has agreed to contribute, assign, transfer and convey to Purchaser, and Purchaser has agreed to accept and assume certain personal property located at the surface parking lot at 946 E. Trafficway Street, Springfield, MO, and commonly known as "Main Parking Lot" (the "Main Parking Lot"):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I
SALE OF FF&E

Section 1.1. Sale. Seller hereby contributes, assigns, conveys and transfers to Purchaser, and Purchaser hereby accepts, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers' right, title and interest in and to all tangible personal property located at the Main Parking Lot (the "Tangible Personal Property").

ARTICLE II
ASSIGNMENT OF INTANGIBLE FF&E

Section 2.2. Assignment. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers' right, title and interest in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Main Parking Lot (collectively, the "Intangible Personal Property").

Section 2.1 Assumption. Purchaser hereby accepts the foregoing assignment, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 2.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 2.2 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 2.3 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 2.4 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 2.5 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 2.6 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 2.7 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

946 East Trafficway LLC,
a Delaware limited liability company

By:_________________________________

Name: ______________________________

Title: _______________________________

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:_________________________________

Name: ______________________________

Title: _______________________________

Approved as to form:

____
City Attorney or designee

<u>EXHIBIT E</u>

Bill of Sale (Ancillary Parking Lot)

<u>BILL OF SALE AND ASSIGNMENT</u>

(Ancillary Parking Lot)

THIS BILL OF SALE AND ASSIGNMENT (the "<u>Bill of Sale</u>") is executed as of ________________, 20__, by 946 East Trafficway LLC, a Delaware limited liability company ("<u>Seller</u>") and the City of Springfield, Missouri, a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri, duly organized and existing under the laws of the State of Missouri ("<u>Purchaser</u>").

<u>RECITALS OF FACT</u>

Seller has agreed to contribute, assign, transfer and convey to Purchaser, and Purchaser has agreed to accept and assume certain personal property located at the surface parking lot at 234 N. John Q Hammons Parkway Avenue, Springfield, Missouri, and commonly known as "Ancillary Parking Lot" (the "<u>Ancillary Parking Lot</u>"):

NOW, THEREFORE, incorporating the foregoing recitals of fact, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

ARTICLE I
<u>SALE OF FF&E</u>

Section 1.1. <u>Sale</u>. Seller hereby contributes, assigns, conveys and transfers to Purchaser, and Purchaser hereby accepts, as is, where is, with all faults, without any warranty or recourse whatsoever, all Sellers' right, title and interest in and to all tangible personal property located at the Ancillary Parking Lot (the "<u>Tangible Personal Property</u>").

ARTICLE II
<u>ASSIGNMENT OF INTANGIBLE FF&E</u>

Section 2.2. <u>Assignment</u>. Seller hereby sells, assigns and transfers to Purchaser, without warranty or recourse, all of Sellers' right, title and interest in and to all equipment leases, contracts, naming rights, warranties, licenses and permits, plans and specifications, intellectual property and books and records, held or used exclusively in connection with the Ancillary Parking Lot (collectively, the "<u>Intangible Personal Property</u>").

Section 2.1 <u>Assumption</u>. Purchaser hereby accepts the foregoing assignment, and assumes the Intangible Personal Property, and agrees to timely keep, perform and discharge all liabilities and obligations of Seller under the Intangible Personal Property.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 2.1 Governing Law and Jurisdiction. This Bill of Sale shall be governed by and construed in accordance with the domestic laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

Section 2.2 Entire Agreement. This Bill of Sale and the other documents, agreements and instruments executed and delivered in connection herewith (a) constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof, and (b) is for the benefit only of the parties hereto and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

Section 2.3 Amendments and Waivers. This Bill of Sale may not be modified or amended except by a written instrument signed by the parties. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach of the same or similar nature.

Section 2.4 Assignment; Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto. Any assignment by a party hereto requires consent of the other parties hereto except that any party may assign its rights and obligations hereunder to an affiliate of such party. There shall be no third-party beneficiaries to this Bill of Sale.

Section 2.5 Severability. If any provision of this Bill of Sale shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby and shall continue in full force and effect.

Section 2.6 Counterparts. For the convenience of the parties hereto, this Bill of Sale may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 2.7 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Bill of Sale and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF the undersigned has executed this Bill of Sale as of the day and year first above written.

SELLER:

946 East Trafficway LLC,
a Delaware limited liability company

By:_________________________________

Name: ______________________________

Title: ______________________________

PURCHASER:

City of Springfield, Missouri,
a constitutional home rule charter municipal corporation and political subdivision of the State of Missouri

By:_________________________________

Name: ______________________________

Title: ______________________________

Approved as to form:

____
City Attorney or designee

EXHIBIT F

Termination of Parking Lot Agreement

TERMINATION OF PARKING AGREEMENT

THIS TERMINATION OF PARKING AGREEMENT (this "Termination") is made as of ____________, 202_ (the "Effective Date"), by and between 946 East Trafficway LLC, a Delaware limited liability company ("Licensor"), and The John Q. Hammons Charitable Trust, dated May 11, 2018 ("Licensee").

RECITALS:

A. The Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Revocable Trust") and Licensor are parties to that certain Parking Agreement dated on or about May 8, 2018 (the "Parking Agreement").

B. Pursuant to that certain Assignment and Assumption of License Agreement dated May 8, 2020, the Revocable Trust assigned all of its right, title and interest to the Parking Agreement to Licensee.

C. Licensor and Licensee now wish to terminate the Parking Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Parking Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further obligations thereunder.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Parking Agreement.

3. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

946 East Trafficway LLC,
a Delaware limited liability company

By: ________________________________
Printed Name: ________________________
Title: _______________________________

LICENSEE:

John Q. Hammons Charitable Trust, dated May 11, 2018

By: ________________________________
Printed Name: ________________________
Title: _______________________________

EXHIBIT G

Termination of Management Agreement

TERMINATION OF MANAGEMENT AGREEMENT

THIS TERMINATION OF MANAGEMENT AGREEMENT (this "Termination") is made as of ____________, 202_ (the "Effective Date"), by and between ______________, a ______________ ("Licensor"), and ______________, a ______________ ("Licensee").

RECITALS:

A. Licensor and Licensee are parties to that certain Management Agreement, dated as of ___________ (the "Management Agreement"), by and between Licensor and Licensee.

B. Licensor and Licensee wish to terminate the Management Agreement pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination. As of the Effective Date, the Management Agreement shall be and hereby is terminated and the Licensor and Licensee shall have no further obligations thereunder.

2. Further Assurances. Licensor and Licensee each agree to execute, upon request of the other party, such other documents as may be reasonably requested by such other party to further evidence the termination of the Management Agreement.

3. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the day and year first above written.

LICENSOR:

[Insert]

By: ________________________________
Printed Name: ________________________
Title: _______________________________

LICENSEE:

[Insert]

By: ________________________________
Printed Name: ________________________
Title: _______________________________

Exhibit 3

AMENDED AND RESTATED BALLPARK LEASE AGREEMENT

THIS AMENDED AND RESTATED BALLPARK LEASE AGREEMENT (this "Agreement") is executed as of February _____, 2023 (the "Execution Date"), by and between the CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter municipal corporation (the "City" or "Landlord") and SPRINGFIELD CARDINALS, LLC, a Missouri limited liability company (the "Cardinals") and shall become effective as of the Effective Date (as hereinafter defined).

WHEREAS, the City previously entered into a long-term ground lease with JOHN Q. HAMMONS REVOCABLE TRUST created under a Trust Indenture, dated December 28, 1989, as amended and restated on November 15, 2000 ("Original Landlord") for the John Q. Hammons Field, certain adjacent parking and other facilities located in Springfield, Missouri, all as more particularly described on Exhibit A attached hereto (collectively, the "Ballpark");

WHEREAS, Original Landlord and the Cardinals entered into a Ballpark Lease Agreement dated as of October 7, 2004, as amended by that certain Amendment to Ballpark Lease Agreement dated February 18, 2008 (the "First Amendment"; and the original Ballpark Lease Agreement as amended by the First Amendment being referred to collectively as the "Original Lease");

WHEREAS, on or about May 8, 2020, the Original Landlord transferred and assigned all of the Original Landlord's rights, title and interest in and to the Ballpark, including the Original Lease, to the John Q. Hammons Charitable Trust (the "JQH Charitable Trust");

WHEREAS, the Cardinals own and manage a professional baseball club currently known as the "Springfield Cardinals" (the "Club") that currently plays certain Home Games at the Ballpark pursuant to the terms of the Original Lease;

WHEREAS, pursuant to that certain Purchase and Sale Agreement entered into as of February _____, 2023, between the JQH Charitable Trust and Landlord (the "Hammons Field PSA"), the City has agreed to purchase the Ballpark from the JQH Charitable Trust, such that, upon the closing of such purchase (the "Hammons Field Transfer"), the City will be the sole owner in fee of the Ballpark and the underlying land and other associated real property interests;

WHEREAS, pursuant to that certain Purchase and Sale Agreement entered into as of February _____, 2023, between Landlord and 946 East Trafficway LLC (the "Parking PSA"), the City has also agreed to purchase (i) a parcel of land (including the parking improvements located thereon) located at 946 East Trafficway, Springfield, Missouri 65802 (the "General Parking Facilities"), and (ii) a separate smaller parcel of land located at 234 N. John Q. Hammons Parkway, Springfield, Missouri 65802, such that, upon the closing of such purchase of the General Parking Facilities (the "Parking Transfer"), the City will be the sole owner in fee of the General Parking Facilities;

WHEREAS, it is expected by the parties that the Hammons Field Transfer and the Parking Transfer (collectively, the "Property Transfers") will occur simultaneously on the same date (the "Property Transfers Closing Date");

WHEREAS, conditioned upon the occurrence of the Property Transfers and effective as of the Property Transfers Closing Date (the "Effective Date"), the Cardinals desire to continue to lease the Ballpark and to lease the General Parking Facilities (collectively, with the Ballpark, the "Ballpark Facilities"), and the City desires to lease the Ballpark Facilities (as the direct landlord) to the Cardinals under the modified terms and conditions set forth herein; and, in connection therewith and for clarity of operations going forward, the Cardinals and the City desire to amend and restate the Original Lease in its entirety.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the City and the Cardinals hereby agree that, upon the Effective Date, the Original Lease shall be as amended, restated, replaced and substituted in its entirety as follows.

1. Recitals; Amendment and Restatement. The recitals set forth above are true and correct and incorporated herein by this reference. This Agreement, as amended and restated, hereby replaces and supersedes the Original Lease in its entirety and, together with any exhibits attached hereto, constitutes the entire undertaking between the parties hereto with respect to the matters set forth herein and supersedes any and all prior writings, agreements, arrangements and understandings, in their entirety, between the parties (and their predecessors) with respect to such matters.

2. Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the following meanings ascribed to them:

2.1 "Affiliate" shall mean, with respect to a particular party, entities controlling, controlled by or under common control with that party. For the purposes of the foregoing, ownership, directly or indirectly, of 50% or more of the voting stock or other equity interest shall be deemed to constitute control.

2.2 "Agreement" shall have the meaning set forth in the recitals of this Agreement.

2.3 "Ballpark" means the interior and exterior areas of John Q. Hammons Field, certain adjacent parking and other facilities, all as described and depicted on Exhibit A attached hereto, where Home Games are to be played by the Club.

2.4 "Ballpark Facilities" shall have the meaning set forth in the recitals of this Agreement.

2.5 "Ballpark Naming Rights" means the right to designate the official name and naming sponsor(s) of the Ballpark and/or Field as set forth in Section 14 of this Agreement.

2.6 "Baseball Season" means and includes the period of time between the first Home Game and last Home Game in any calendar year during the Term.

2.7 "Capital Fund" shall have the meaning set forth in Section 7.2 of this Agreement.

2.8 "Capital Improvements" means, collectively, all alterations, improvements, replacements and non-routine repairs (i.e., all repairs and replacements other than those required to be performed by the Cardinals pursuant to Section 16.1) to the Ballpark Facilities that are necessary to (i) maintain the Ballpark Facilities in a safe and sound condition that is competitive with other ballparks in the league in which the Club is competing (as determined by the Cardinals in its discretion); and (ii) ensure that the Ballpark Facilities comply with all MLB PDL requirements (including, without limitation, PDL Operating Guidelines and PDL Rules and Regulations) and Legal Requirements; including, without limitation, such alterations, improvements, replacements and non-routine repairs as may be necessary in accordance with foregoing provisions to the foundations, exterior load-bearing walls, and other structural elements of the Ballpark Facilities as well as to the video board and HVAC, mechanical, electrical and plumbing systems installed in the Ballpark Facilities.

2.9 "Cardinals" shall have the meaning set forth in the recitals of this Agreement.

2.10 "Cardinals Event" means any event conducted by or for the Cardinals at the Ballpark, including but not limited to Home Games, fantasy camps, youth camps, youth instructional and like activities conducted by or for the Cardinals at the Ballpark Facilities, but excluding MSU Baseball Events and Co-Sponsored Events.

2.11 "Cardinals Exclusive Use Areas" means the spaces identified as exclusive to Cardinals set forth in Section 5.3.3 of this Agreement.

2.12 "Cardinals Users" shall have the meaning set forth in Section 5.

2.13 "CID" shall have the meaning set forth in Section 19.1 of this Agreement.

2.14 "City" shall have the meaning set forth in the recitals of this Agreement.

2.15 "Club" shall have the meaning set forth in the recitals of this Agreement.

2.16 "Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

2.17 "Concessions" means all food and all alcoholic and nonalcoholic beverage products sold and/or distributed at the Ballpark Facilities including, but not limited to, meals, snacks, confections, candies and all other food products.

2.18 "Concessions Equipment" shall have the meaning set forth in Section 12.2 of this Agreement.

2.19 "Condemnation" shall have the meaning set forth in Section 23.1 of this Agreement.

2.20 "Co-Sponsored Events" means events co-sponsored by the Cardinals and Landlord as may be mutually agreed and determined by the parties.

2.21 "Default" shall have the meaning set forth in Section 25 of this Agreement.

2.22 "Defaulting Party" shall have the meaning set forth in Section 25 of this Agreement.

2.23 "Default Rate" means an annual rate of interest equal to ten percent (10%) per annum.

2.24 "Effective Date" shall have the meaning set forth in the recitals of this Agreement.

2.25 "Environmental Laws" means any and all currently existing or subsequently enacted or effective federal, state, and local laws, statutes, codes, rules, regulations, ordinances, orders, standards, permits, licenses and requirements (including, but not limited to, consent decrees, judicial decisions and administrative orders) and any amendments, implementing regulations and reauthorizations thereto in effect during the Term regulating, dealing with, pertaining to or imposing liability or standards of conduct concerning the use, exposure, generation, manufacture, transportation, treatment, storage, disposal, emission, release, discharge. remediation, or abatement of hazardous substances. or the preservation, conservation or regulation of the environment in any manner,

2.26 "Event" means a Cardinals Event, an MSU Baseball Event or a Co-Sponsored Event.

2.27 "Execution Date" shall have the meaning set forth in the recitals of this Agreement.

2.28 "Field" means the baseball playing field within the Ballpark.

2.29 "First Amendment" shall have the meaning set forth in the recitals of this Agreement.

2.30 "Force Majeure" shall have the meaning set forth in Section 29.4 of this Agreement.

2.31 "Fund Holding Bank" shall have the meaning set forth in Section 7.1 of this Agreement.

2.32 "Funds" shall have the meaning set forth in Section 7.2 of this Agreement.

2.33 "General Parking Facilities" shall have the meaning set forth in the recitals of this Agreement.

2.34 "Hammons Field PSA" shall have the meaning set forth in the recitals of this Agreement.

2.35 "Hammons Field Transfer" shall have the meaning set forth in the recitals of this Agreement.

2.36 "Home Game" means any pre-season, regular season or post-season baseball game to be played in accordance with the schedule established by MLB PDL in which the Club acts as host team for its opponent at the Ballpark (that is, the Club takes the field in the first half of each inning and bats in the last half of each inning of such game).

2.37 "Initial Capital Improvements" shall have the meaning set forth in Section 16.3 of this Agreement.

2.38 "Initial Landlord Capital Contribution" shall have the meaning set forth in Section 7.2 of this Agreement.

2.39 "JQH Charitable Trust" shall have the meaning set forth in the recitals of this Agreement.

2.40 "Landlord" shall have the meaning set forth in the recitals of this Agreement.

2.41 "Legal Requirements" means all federal, state, county, municipal and other governmental laws (including applicable constitutions), ordinances, codes, rules, regulations, permits, approvals, licenses, statutes and orders (including court and administrative agency orders), all covenants and restrictions of record and the requirements of all fire insurance underwriters or rating bureaus, applicable to the Ballpark Facilities.

2.42 "Luxury Suites" means each of the private suites to be licensed or otherwise rented on an annual, monthly, daily, or other basis, which are located in the Luxury Suite area of the Ballpark, as such area and suites are currently identified on Exhibit B attached hereto (including, without limitation, the Hammons Suite and the Press Suites), and any other areas in the Ballpark that are converted to a Luxury Suite in the future.

2.43 "Merchandise Concessions" means any and all merchandise offered for sale at the Ballpark including but not limited to, any novelties, toys, souvenirs, binoculars, seat cushions, souvenirs, scorecards, yearbooks, publications, promotional materials, clothing, garments, proprietary and/or logo bearing athletic or sports clothing, gear and accessories and such other similar merchandise.

2.44 "Major League Baseball" or "MLB" means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

2.45 "Major League Baseball Club" or "Major League Club" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

2.46 "Major League Constitution" means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

2.47 "MLB PDL" means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

2.48 "MLB PDL Entity" means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

2.49 "MSU" means Missouri State University (formerly known as Southwest Missouri State University).

2.50 "MSU Baseball Event" means any MSU Home Baseball Game or Other MSU Baseball Event.

2.51 "MSU Home Baseball Game" means any baseball game played at the Ballpark by the MSU collegiate baseball team.

2.52 "MSU Suite Rental" shall have the meaning set forth in Section 10.1 of this Agreement.

2.53 "New Ballpark Taxes" shall have the meaning set forth in Section 19.2 of this Agreement.

2.54 "Non-Defaulting Party" shall have the meaning set forth in Section 25 of this Agreement.

2.55 "Office Space" means the space in the Ballpark provided to the Cardinals for its administrative offices.

2.56 "Operating Fund" shall have the meaning set forth in Section 7.1 of this Agreement.

2.57 "Other MSU Baseball Events" means practices conducted by the MSU collegiate baseball team at the Ballpark as mutually agreed upon by Landlord and the Cardinals as well as all other MSU baseball activities conducted at the Ballpark as mutually agreed upon by Landlord and the Cardinals.

2.58 "Original Landlord" shall have the meaning set forth in the recitals of this Agreement.

2.59 "Original Lease" shall have the meaning set forth in the recitals of this Agreement.

2.60 "Parking PSA" shall have the meaning set forth in the recitals of this Agreement.

2.61 "Parking Transfer" shall have the meaning set forth in the recitals of this Agreement.

2.62 "PDL Approval" means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

2.63 "PDL Club" means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

2.64 "PDL Governance Agreement" means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021, by and between MLB PDL and each Club, as may be amended, modified, supplemented or restated from time to time.

2.65 "PDL Governing Documents" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

2.66 "PDL License Agreement" means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the Springfield PDL License Agreement.

2.67 "PDL Operating Guidelines" means the rules, regulations, policies and procedures set forth as operating guidelines that are applicable to each PDL Club that is party to a PDL License Agreement between each such PDL Club and MLB PDL, as the same may be amended or otherwise updated from time to time.

2.68 "PDL Rules and Regulations" means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

2.69 "Person" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, limited liability partnership, professional association, governmental body or entity or any other legal entity or business or investment enterprise.

2.70 "Professional Development League System" means a system of professional baseball leagues comprised of professional baseball clubs that compete at different levels and serve to assist with the development of players for clubs that participate in Major League Baseball.

2.71 "Property Transfers Closing Date" shall have the meaning set forth in the recitals of this Agreement.

2.72 "Property Transfers" shall have the meaning set forth in the recitals of this Agreement.

2.73 "Rental Fee" shall have the meaning set forth in Section 6 of this Agreement.

2.74 "Signs" shall have the meaning set forth in Section 15 of this Agreement.

2.75 "Springfield PDL License Agreement" shall mean that certain player development license agreement entered into between Cardinals and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

2.76 "Team Store" shall have the meaning set forth in Section 5.3.3 of this Agreement.

2.77 "Term" shall have the meaning set forth in Section 3 of this Agreement.

3. Term. The term of this Agreement (the "Term") shall begin as of the Effective Date and shall expire on December 31, 2037, unless otherwise terminated earlier pursuant to this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be effective unless the Property Transfers occur, and, if the Property Transfers do not occur prior to the termination or expiration of the Hammons Field PSA or Parking PSA, this Agreement shall terminate upon any such termination or expiration of the Hammons Field PSA or Parking PSA.

4. Certain Covenants of the Parties.

4.1 Home Field Commitment. So long as Landlord is not in Default, the Cardinals covenant and agree that it shall, during the Term, subject to the PDL Rules and Regulations, utilize the Ballpark for all Home Games, except for (a) any Home Games that cannot be played at the Ballpark as a result of a Force Majeure, and (b) any Home Games cancelled, scheduled, rescheduled or otherwise required by MLB PDL (or such other professional baseball league or association in which the Club is a participant) to be played at a location other than the Ballpark.

4.2 Springfield PDL License Agreement. For each Baseball Season during the Term of this Agreement, the Cardinals shall maintain the Springfield PDL License Agreement. The Cardinals shall, during the Term of this Agreement, abide by the PDL Rules and Regulations or the all rules and regulations of such other professional baseball league or association in which the Club is a franchise participant. The costs and responsibility for making certain improvements to the Ballpark Facilities as may be required by MLB PDL and the PDL Rules and Regulations are more particularly set forth in Sections 16.2 and 16.3 below.

4.3 Compliance with Environmental Laws. Each party agrees that it shall not knowingly use, handle, store or permit the use, handling or storage of hazardous materials in violation of Environmental Laws at the Ballpark Facilities and shall at all times comply with all requirements of Environmental Laws.

4.4 Special Events. The Cardinals shall use good faith efforts to line up special events at the Ballpark suitable for being held in a stadium (the parties' rights and obligations with respect to revenues and expenses pertaining to such special events are set forth in Section 8 below).

5. Use of Ballpark. The Cardinals, its Affiliates, and its and their partners, officers, employees, licensees, concessionaires, franchisees, independent contractors and permitees

("Cardinals Users") shall have the right to use the Ballpark Facilities for the uses set forth in this Section, throughout the Term of and in accordance with the requirements of this Agreement.

5.1 Cardinals Use. Cardinals Users may use the Ballpark Facilities for the following purposes:

5.1.1 For all Home Games.

5.1.2 To use the Office Space for any office and administrative use, in the pursuit of any aspect of the business and operations of the Cardinals.

5.1.3 To use the Team Store for the sale of Merchandise Concessions and/or other synergistic uses open to the general public as set forth in this Agreement.

5.1.4 To sell Concessions and Merchandise Concessions as set forth in this Agreement.

5.1.5 To sell space in the Ballpark for advertising and signage as set forth in this Agreement.

5.1.6 To use the Indoor Training Facility (as identified and depicted on Exhibit C hereto), subject to the terms of Section 5.3.4 of this Agreement.

5.1.7 For conducting Cardinals Events and Co-Sponsored Events pursuant to the procedures and consents as set forth in this Agreement.

5.1.8 For any other lawful business purposes not otherwise prohibited by the terms of this Agreement.

5.2 Priority of Use. Use of the Ballpark Facilities shall be allocated in accordance with the following order of priority:

5.2.1 Home Games;

5.2.2 MSU Home Baseball Games:

5.2.3 Other Cardinals Events;

5.2.4 Co-Sponsored Events; and

5.2.5 Other MSU Baseball Events.

5.3 Use of Premises.

5.3.1 Subject to the terms of this Agreement, the Cardinals shall have the exclusive right to schedule, exhibit, promote, and stage Events (other than MSU Baseball Events) at the Ballpark Facilities and shall have the right to use all areas of the Ballpark Facilities for all Events.

5.3.2 Subject to the terms of this Agreement, Landlord shall have the exclusive right to schedule, exhibit and promote MSU Baseball Events in the Ballpark in accordance with the applicable provisions of this Agreement.

5.3.3 The Cardinals shall have the exclusive right to occupy and use the non-public areas of the Ballpark Facilities, as well as the Indoor Training Facility, on a year-round basis, to be known as Cardinals Exclusive Use Areas, which currently include the following areas, which are more particularly identified and depicted on Exhibit D hereto, and any other areas in the Ballpark Facilities that are converted to a non-public area in the future in accordance with the terms of this Agreement:

a. Cardinals Locker Room/Clubhouse (including the training rooms and the exercise and batting cage facilities, but excluding the MSU Locker Room/Clubhouse identified and depicted on Exhibit D hereto);

b. Umpires Dressing Room;

c. Visiting Team Locker Room/Clubhouse;

d. Office Space;

e. An area set aside as a permanent store ("Team Store") to sell Merchandise Concessions and related storage areas for such merchandise;

f. All areas at, in or around the Ballpark used to prepare, operate, provide or sell Concessions, including, without limitation, any and all stands, booths, bars, kiosks, pantry areas, kitchens, commissaries, food and beverage storage areas, food and beverage cleaning areas, and concession offices;

g. Cardinals Storage Areas and Equipment Rooms (for purposes of clarification and notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the current Cardinals Storage Areas and Equipment Rooms are as depicted on Exhibit D attached);

h. Cardinals Player and Staff Parking Area;

i. Visiting Team Parking Area;

j. Ticket Office and related storage areas; and

k. General Parking Facilities.

Notwithstanding anything to the contrary herein, the Cardinals agree to allow Landlord entry to the Cardinals Exclusive Use Areas at reasonable times and upon Landlord's prior reasonable notice, for any inspections necessary and related to Landlord's obligations set forth in this Agreement (except in the event of any emergency, the requirement of notice to the Cardinals prior to Landlord's entry shall be waived). In addition, the Cardinals agree to allow Landlord access to the Cardinals Exclusive Use Areas for such purposes as are reasonably necessary to conduct MSU Baseball Events at the Ballpark Facilities; provided, however, that neither Landlord nor MSU nor any of their respective agents or representatives shall have access to the Cardinals Locker Room/Clubhouse, the Cardinals Training Room or the Umpires Dressing Room in connection with MSU Baseball Events without the Cardinals' prior written consent. Other than as expressly stated herein, Landlord may only use Cardinals Exclusive Use Areas when specifically permitted in writing by the Cardinals. Notwithstanding anything to the contrary herein, the Cardinals agree to allow Landlord reasonable access to the MSU Locker Room/Clubhouse through the lobby area of the Cardinals Locker Room/Clubhouse for the purposes of conducting MSU Baseball Events at the Ballpark Facilities.

5.3.4 Notwithstanding anything to the contrary herein, the Cardinals shall retain exclusive control over the Indoor Training Facility adjacent to the Ballpark (as identified and depicted on Exhibit C) as a Cardinals Exclusive Use Area and shall have the exclusive right to all revenues relating to the use of the Indoor Training Facility and shall be responsible for all expenses incurred in connection with the Indoor Training Facility, including, without limitation, all maintenance, repairs and utilities (subject to the provisions of this agreement pertaining to capital repairs and improvements, as more particularly set forth in Sections 7.2 and 16.2). For avoidance of doubt, the Cardinals shall be responsible for all expenses incurred in connection with such MSU Baseball Event related uses, if any, of the Indoor Training Facility as may be agreed upon by the parties pursuant to the terms of this Agreement.

6. Rental Fee. As consideration for granting all of the rights to the Cardinals under this Agreement, the Cardinals shall pay an annual rental fee to Landlord (to be deposited in the applicable Fund as more particularly set forth in Section 7 below) of Six Hundred Fifty Thousand Dollars ($650,000.00) (the "Rental Fee"), which Rental Fee shall increase by three percent (3%) on an annual basis upon commencement of each Baseball Season, commencing with the 2024 Baseball Season. The Rental Fee shall be paid in equal semi-annual-installments payable on March 1 and August 1 of each year during the Term. Landlord shall provide the Cardinals an invoice for each such payment at least thirty (30) days in advance of the applicable payment date.

7. Operating Fund and Capital Fund.

7.1 Operating Fund. The first Three Hundred Thousand Dollars ($300,000.00) of the annual Rental Fee shall be deposited at a Federally insured financial institution (the "Fund Holding Bank") in an interest bearing commercial account established by the Landlord in the name of Landlord and in trust and for the benefit of Landlord, from funds initially provided by Landlord (the "Operating Fund"). The parties acknowledge and agree that Landlord is the legal and beneficial owner of all funds on deposit in the Operating Fund, provided that the parties shall reasonably cooperate and execute such additional commercially reasonable documentation as may be required to enable the Cardinals to draw on the Operating Fund for the purposes set forth in this Agreement. The Cardinals may utilize the Operating Fund for payment of any costs and expenses relating to the operation of the Ballpark, including, without limitation, any operating costs relating to any MSU Baseball Events or any other Events conducted at the Ballpark other than Co-Sponsored Events. The Cardinals shall be responsible for such operating costs (including, without limitation, those in connection with MSU Baseball Events) in excess of amounts available in the Operating Fund, and Landlord will have no responsibility for such excess operating costs. Any amounts remaining in the Operating Fund at the end of each calendar year shall be deposited into the Capital Fund.

7.2 Capital Fund. The balance of the annual Rental Fee (i.e., such portions of the annual Rental Fee that are not deposited into the Operating Fund) shall be deposited with the Fund Holding Bank in an interest bearing commercial account established by the Landlord in the name of Landlord and in trust and for the benefit of Landlord, from funds initially provided by Landlord (the "Capital Fund"; and, collectively with the Operating Fund, the "Funds"). The parties acknowledge and agree that Landlord is the legal and beneficial owner of all funds on deposit in the Capital Fund, provided that the parties shall reasonably cooperate and execute such additional commercially reasonable documentation as may be required to enable the Cardinals to draw on the Capital Fund for the purposes set forth in this Agreement. Amounts available in the Capital Fund shall be used for purposes of making capital repairs and improvements to the Ballpark, as more particularly set forth in Sections 16.2 and 16.3, as well as for such other purposes as are expressly set forth in this Agreement. Upon the Effective Date, Landlord shall deposit Four Million Dollars ($4,000,000.00) into the Capital Fund (the "Initial Landlord Capital Contribution"); which funds shall be utilized for purposes more particularly set forth in Section 16.3 below. Any amounts remaining in the Capital Fund at the expiration of the Term or earlier termination of this Agreement shall be distributed to Landlord.

8. Operating Rights; Revenue Sharing. Except for those rights specifically reserved by Landlord herein, Landlord hereby grants to the Cardinals the sole and exclusive right to manage and operate the Ballpark Facilities during the Term. Unless otherwise specifically set forth in this Agreement, revenues generated and expenses incurred by both Cardinals and Landlord with respect to the use of the Ballpark Facilities during the Term of this Agreement shall be allocated and paid as hereinafter specified.

8.1 Cardinals Events. All revenues derived from any Cardinals Event shall be retained by the Cardinals and all expenses directly related to any Cardinals Event shall be the sole obligation of the Cardinals (provided that the Cardinals may apply amounts available in the Operating Fund towards such expenses).

8.2 MSU Baseball Events. Rental payments made by MSU to Landlord pursuant to the lease of the Ballpark by and between Landlord and MSU for MSU Baseball Events shall be retained by Landlord, provided, however, that certain revenues attributable to MSU Baseball Events shall be deposited into the Operating Fund as hereinafter set forth. Except as otherwise mutually agreed by the parties in writing and subject to the terms of this Agreement, Landlord shall be responsible for all operations of the Ballpark Facilities during MSU Baseball Events and shall have the right to assign such responsibility to MSU for such MSU Baseball Events; provided, however, that, notwithstanding the foregoing, the Cardinals shall, for all MSU Baseball Events, have the exclusive right, in a manner consistent with past practice of the Cardinals during the course of operations that were conducted during the term of the Original Lease, to (i) prepare, maintain and restore the Field, (ii) clean the Ballpark after each such MSU Baseball Event (including trash pickup, pressure washing, restroom cleaning, and cleaning and maintaining clubhouses/locker rooms, dugouts, training rooms, team shower areas, umpire dressing rooms, pressbox, Concession areas, and ticket offices of the Ballpark), (iii) provide security, (iv) operate the video board, and (v) exercise any and all such other exclusive rights otherwise provided to the Cardinals under this Agreement. Any net revenues collected by the Cardinals that are derived from MSU Baseball Events shall, after deducting any expenses incurred by Cardinals in connection with such MSU Baseball Events, be deposited into the Operating Fund. If the expenses incurred by the Cardinals in connection with a MSU Baseball Event exceed the revenues collected by the Cardinals from such MSU Baseball Event and amounts are not available in the Operating Fund to pay such losses, the net losses shall be the obligation of the Cardinals. Notwithstanding anything to the contrary set forth in this Agreement, net profits derived from Concessions sold at MSU Baseball Events shall be paid to Landlord.

8.3 Co-Sponsored Events. With respect to up to two (2) annual Co-Sponsored Events mutually agreed and determined by the parties, the Cardinals and Landlord shall be equally entitled to profits and equally responsible for losses.

8.4 Reporting and Payment. Within sixty (60) days following the end of each applicable calendar quarter, the Cardinals shall provide a quarterly report to Landlord setting forth the revenues generated by and the expenses associated with MSU Baseball Events and Co-Sponsored Events held at the Ballpark during such calendar year. Additionally, the report shall identify any deposits made into the Operating Fund and Capital Fund for any reason and any expenses paid from the Operating Fund and Capital Fund and be accompanied by payment of any amounts due to Landlord under this Section and a bill for any expenses due the Cardinals which bill shall be paid by Landlord within thirty (30) days after the date of such report.

9. Parking.

9.1 Cardinals Player, Staff and Visitor Parking. At all times during the Term hereof, the Cardinals shall have the exclusive right to use, at no additional cost, the parking areas depicted on Exhibit E as the Cardinals Player and Staff Parking Area and Visiting Team Parking Area. The Cardinals shall be responsible, at its sole cost and expense, for maintaining, operating and monitoring the Cardinals Player and Staff Parking Area and the Visiting Team Parking Area.

9.2 General Parking Facilities. Pursuant to the Parking PSA, Landlord will purchase the General Parking Facilities and the value of the parking improvements on the land underlying the General Parking Facilities, as determined by mutual agreement of the parties, may be reimbursed to Landlord out of the Capital Fund. The parties further agree that, notwithstanding anything to the contrary set forth herein, (i) the operation of the General Parking Facilities will be managed by the Cardinals, (ii) the General Parking Facilities will be open to the public and operated year-round in a manner mutually and reasonably agreed upon by the parties, and (iii) all parking revenues derived from the General Parking Facilities (less operating costs, maintenance costs and upkeep costs) will be deposited by Cardinals into the Capital Fund.

10. Luxury Suites.

10.1 Luxury Suites Generally. The Cardinals shall have the exclusive right to lease, license or rent on an annual or other basis the use of the Luxury Suites for all events other than MSU Home Baseball Games, and shall retain all revenues therefrom. In addition, the Cardinals shall have the exclusive right to lease, license or rent, on an annual or other basis, and shall have the obligation to market and sell on Landlord's behalf, the use of the Luxury Suites for MSU Home Baseball Games; provided, however that (a) the Cardinals shall promptly deposit into the Operating Fund all rental or license fees received by Cardinals for the Luxury Suites for MSU Home Baseball Games (subject to the fee split below with respect to excess fees), (b) the Cardinals may not lease, license or rent a Luxury Suite for Home Games on a full, half or quarter season basis, unless such Luxury Suite is also leased, licensed or rented during an equivalent time period for MSU Home Baseball Games, and (c) unless otherwise mutually agreed by the parties, the annual rental or license fee for the use of each Luxury Suite for MSU Baseball Events (the "MSU Suite Rental") shall be not less than $6,000. If the sum of (i) the annual rental or license fee for the use of each Luxury Suite for Home Games, and (ii) the MSU Suite Rental for such applicable Luxury Suite exceeds $37,500, then the Cardinals shall be entitled to one-half (1/2) of such excess amount and the remainder of such excess amount shall be deposited into the Operating Fund.

10.2 City Suite/Suite 14. Landlord shall have the right to use Luxury Suite 14 for all Events at no charge.

11. Tickets. The Cardinals shall have the right to print, sell and collect all tickets for admission to any Event which is scheduled, promoted and played at the Ballpark. All net revenues generated by the sale of admission tickets to such Events shall be collected by Cardinals, and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement.

12. Food & Beverage Concessions.

12.1 Exclusive Right. The Cardinals or its Affiliate shall have the exclusive right during the Term of this Agreement to operate, or license or permit others to operate or provide any and all Concessions at, in or around the Ballpark Facilities. All net revenues generated by the sale of such Concessions shall be collected by Cardinals and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties as set forth in Sections 7 and 8 of this Agreement.

12.2 Responsibilities of Landlord and Cardinals. All commissary, kitchen, concourse and other fan area food and beverage and catering equipment (collectively, the "Concessions Equipment") currently present at the Ballpark shall be deemed owned by the Cardinals or its concessionaire. The Cardinals may maintain, repair and replace the Concessions Equipment during the Term in such manner as the Cardinals determine to be appropriate for the ongoing provision of Concessions.

12.3 Pouring and Branding Rights and Sponsorship Agreements. The Cardinals may enter into such pouring rights, branding rights and sponsorship agreements as it deems acceptable for Events at the Ballpark Facilities. Any such rights fees payable pursuant to such agreements shall be the sole property of Cardinals.

12.4 Conditions of Sale of Alcoholic Beverages. The Cardinals shall have the exclusive right to sell, or contract for the sale of, alcoholic beverages within the Ballpark Facilities upon the following conditions:

12.4.1 The sale of alcoholic beverages in the Ballpark shall be accomplished only in accordance with all applicable federal, state, and local statutes, regulations, and ordinances governing the same.

12.4.2 Landlord agrees to reasonably cooperate with the Cardinals (or its Affiliate) in its obtaining such approvals as may be required for the sale of alcoholic beverages at the Ballpark Facilities.

12.5 Merchandise Concessions.

12.5.1 The Cardinals shall have the exclusive right at its sole cost and expense to sell or provide for the sale of Merchandise Concessions at the Ballpark Facilities. All net revenues generated by the sale of Merchandise Concessions shall be collected by the Cardinals and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which the revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement (for avoidance of doubt, net revenues generated by the sale of MSU merchandise by the Cardinals at MSU Baseball Events shall be distributed to Landlord).

12.5.2 The Cardinals may furnish kiosk space in the Ballpark concourses for such purposes. Cardinals shall also have the exclusive right to sell Merchandise Concessions at all times during the Term of this Agreement in a Team Store area and retain all revenue derived therefrom.

12.5.3 All costs and expenses related to operating such sales and outfitting of such Team Store and kiosk space shall be borne by the Cardinals.

13. Broadcast Rights. The Cardinals shall have the exclusive right to broadcast, televise, and cablecast all Events held in the Ballpark during the Term of this Agreement. The Cardinals shall exercise its right to broadcast, televise, and cablecast such Events at such times and in such manner as it shall consider appropriate. All net revenues generated by the Cardinals exercise of its rights in this Section 13 shall be collected by the Cardinals, and, after deducting all applicable expenses incurred by the Cardinals, any net profits from the Event at which such revenues were generated shall be distributed to the parties (or deposited in the applicable Fund) as set forth in Sections 7 and 8 of this Agreement.

14. Ballpark Naming Rights. The Cardinals shall have the right during the Term to designate the official name(s) and/or designate a naming sponsor or sponsors of the Ballpark and/or Field (collectively, the "Ballpark Naming Rights"), provided, however, that the name of the Ballpark and Field shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any intellectual property created by the

Cardinals or its naming sponsor(s) relating to the name of the Ballpark and/or Field pursuant to the Ballpark Naming Rights shall be owned by the Cardinals or its naming sponsor(s). All revenues generated from the Ballpark Naming Rights (after reasonable expenses incurred by the Cardinals in connection with entering into a Ballpark Naming Rights agreement have first been deducted) shall be deposited into the Capital Fund. Notwithstanding anything to the contrary herein, to the extent Landlord owns rights in the name and image of the Ballpark and Field, Landlord hereby grants to the Cardinals an irrevocable, worldwide, non-exclusive, royalty-free license, with the right to sublicense, to use the name and image of the Ballpark and Field. The Cardinals or its naming sponsor(s) may, on their own behalf and/or in the name of Landlord, file such registrations as are appropriate to protect the use of the name and image of the Ballpark and Field and any marks associated therewith, and Landlord hereby appoints the Cardinals and its naming sponsor(s) as its agents to file any such registrations.

15. Advertising and Signs. Subject to the terms of any agreement the Cardinals may enter into for the sale of Ballpark Naming Rights, the Cardinals shall have the exclusive right to sell advertising on permanent or temporary signs, message boards, scoreboards, posters and any other printed display or advertising space of any kind and any nature (collectively "Signs") in or on the Ballpark Facilities (including the exterior and interior of the Indoor Training Facility) for all Events and retain the revenue therefrom; provided, however, that the locations of the Signs shall be generally consistent with the locations of signs and other advertising space at Busch Stadium in St. Louis, Missouri.

16. Care of Premises.

16.1 Ordinary Repair and Maintenance. During the Term of this Agreement, the Cardinals shall keep and maintain the Ballpark Facilities and all equipment, machinery and fixtures located thereon in good, clean, safe and sanitary condition and the Cardinals will maintain the Field and all landscaping at the Ballpark Facilities, perform ordinary maintenance required to keep the Ballpark Facilities in a neat and orderly condition, free of litter and debris, be responsible for snow and ice removal, and for performing ordinary maintenance to preserve the safe condition of all structures and facilities located in or about the Ballpark Facilities. The Cardinals may use amounts in the Operating Fund for purposes of paying such ordinary repair and maintenance costs, but to the extent such costs exceed funds available in the Operating Fund any additional necessary amounts required to pay such costs shall be paid by the Cardinals.

16.2 Capital Improvements. The Cardinals shall also have the right and responsibility to make Capital Improvements in full compliance with all Legal Requirements; provided, however, that in no event shall the Cardinals be required to make any Capital Improvements unless amounts are available in the Capital Fund to pay the cost of such Capital Improvements. In connection therewith, the Cardinals shall perform such Capital Improvements in a manner so as to keep the Ballpark free of mechanic's liens resulting from work done on the Ballpark Facilities by the Cardinals, its employees and independent contractors. The Cardinals may use funds available in the Capital Fund to pay the cost of such Capital Improvements, subject to the terms of Section 16.3. If and to the extent that there are no amounts remaining in the Capital Fund, Landlord and the Cardinals shall meet and confer regarding the handling the additional costs and shall each be responsible for fifty percent (50%) of the additional costs of any Capital Improvements mutually agreed upon by Landlord and the Cardinals (both acting reasonably). However, unless such

Capital Improvements are mutually agreed upon by Landlord and the Cardinals, neither party will have any further responsibility for such Capital Improvements or any additional costs thereof. Nonetheless, if Landlord and the Cardinals are unable to agree on such Capital Improvements, the Cardinals may, at its own cost, fund any such additional Capital Improvements if there are no amounts remaining in the Capital Fund; provided, however, that, with Landlord's approval (not to be unreasonably withheld, conditioned or delayed), the Cardinals may obtain reimbursement of such costs from future contributions to the Capital Fund.

16.3 Initial Capital Improvements. Landlord and the Cardinals have both pre-approved the installation of Capital Improvements that are intended to achieve compliance with PDL Rules and Regulations (including, without limitation, the PDL Operating Guidelines) and other Capital Improvements, including, without limitation, those Capital Improvements described on Exhibit F attached hereto and incorporated herein by reference (the "Initial Capital Improvements"). The Cardinals shall have the right to modify the Initial Capital Improvements, subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Withholding agreement by Landlord shall be deemed unreasonable if such refusal to agree results in the Cardinals' inability to meet required MLB PDL facility standards. The Cardinals shall exercise reasonably diligent efforts to complete the Initial Capital Improvements within five (5) years of the Effective Date. The Cardinals may apply funds from the Initial Landlord Capital Contribution towards the cost of the Initial Capital Improvements. To the extent the cost of the Initial Capital Improvements exceeds the Initial Landlord Capital Contribution, (i) Landlord and the Cardinals will meet and confer about handling costs that exceed the estimated cost prior to those costs being incurred; and (ii) the Cardinals and Landlord shall each be responsible for fifty percent (50%) of such additional costs. To the extent that the cost of the Initial Capital Improvements is less than the Initial Landlord Capital Contribution (and all Initial Capital Improvements have been completed), then the Cardinals may use such remaining funds for such purposes as the Capital Fund is otherwise permitted to be used for pursuant to the terms of this Agreement.

16.4 Compliance with Legal Requirements. The Cardinals agree that it and all its agents, employees and contractors shall comply with, observe and perform all Legal Requirements with respect to its maintenance and repair obligations as set forth above (provided that the Cardinals may apply amounts in the Capital Fund and Operating Fund towards the costs of such compliance, subject to the terms and conditions more particularly set forth above).

17. Utilities. The Cardinals will be responsible for all electricity, gas, water, trash pickup, any and all utilities and/or other services required in order that the Cardinals may occupy and use the Ballpark Facilities as described herein; provided, however, that charges for these utilities and other services may be reimbursed to the Cardinals from the Operating Fund.

18. Event Expense Obligations. Subject to reimbursement from the Operating Fund, the Cardinals shall, in addition to its other duties and obligations hereunder, provide, be responsible for, and pay for all Event related services including but not be limited to, pre-game ground crews, game ground crews, internal venue Event security, ticket takers, ushers, medical staff, first aid station, housekeeping and post-Event clean-up (trash pickup, pressure washing, restroom cleaning, etc.), and cleaning and maintaining on clubhouses/locker rooms, dugouts, manager offices, training rooms, team shower areas, umpire dressing rooms, pressbox, Concession areas, Team Store, and

business and ticket offices of the Ballpark. Cardinals shall also (subject to reimbursement from the Operating Fund) provide and pay for all restroom paper and soap and for all Concessions-related paper products.

19. Taxes.

19.1 Taxes. Subject to any deduction of applicable taxes, charges or assessments from revenues distributed to Landlord or as relates to MSU Baseball Events deposited in the Operating Fund and/or subject to the Cardinals' reimbursement of such applicable taxes, charges or assessments by Landlord (or from the Operating Fund) for MSU Baseball Events or Co-Sponsored Events as described in Section 8 hereof, the Cardinals shall pay or cause to be paid, when due and payable, (a) a three percent (3%) tax or assessment imposed by the Convention and Entertainment Community Improvement District in Springfield, Missouri (the "CID") as of the Effective Date applicable to all food, beverage and other retail sales by the Cardinals or its licensors at the Ballpark Facilities, (b) a twenty-five cent ($0.25) tax, surcharge, or assessment imposed by the CID as of the Effective Date applicable to each ticket sold for all admissions to or registrations for all Cardinals Events, and (c) any other applicable sales taxes or other taxes imposed by the City or the State of Missouri directly applicable to the Cardinals' use of the Ballpark Facilities or revenues generated by the Cardinals therefrom. Landlord shall pay or cause to be paid, when due and payable, (i) all real estate taxes, charges and assessments, if any, levied against the Ballpark Facilities, or any portion thereof or interest therein, and (ii) any and all New Ballpark Taxes (as defined in Section 19.2 hereof), and (iii) any and all taxes, charges or assessments imposed by the CID other than or in excess of those taxes or assessments described in subparagraphs (a) and (b) of this Section 19.1 above.

19.2 New Ballpark Taxes. If, after the Effective Date, (a) any new taxes or assessments or increases in any existing taxes or assessments (including, without limitation, sales taxes, business license taxes and gross receipt taxes) are levied or imposed, without the Cardinals' prior written consent, upon the Ballpark Facilities, the Cardinals, its Affiliates or the Club (or any portion of or interest in any of the foregoing) by the Convention and Entertainment Community Improvement District in Springfield, Missouri or any successor thereof or any other public or private entity controlled by Landlord, its trustee(s) or any Affiliates of Landlord or its trustee(s) (the "New Ballpark Taxes"), and (b) the Cardinals are responsible for such New Ballpark Taxes hereunder, then the rent obligations set forth in Section 6 hereof shall be reduced on a dollar-for-dollar basis by the amount of the New Ballpark Taxes so paid and, if not paid by Landlord, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

20. Insurance.

20.1 General Liability Insurance. The Cardinals shall, during the entire Term, cause to be kept in full force and effect commercial general liability and/or umbrella/excess liability insurance policies written by reasonably acceptable insurers with respect to the Ballpark Facilities. The aggregate limits of such policies shall be not less than Ten Million Dollars ($10,000,000). The policies shall name Landlord as an additional insured, and shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give Landlord ten (10) days' prior written notice.

20.2 Liability Insurance for MSU Baseball Events. Landlord shall maintain or cause to be maintained by MSU commercial general liability and/or umbrella/excess liability insurance policies written by reasonably acceptable insurers with respect to MSU Baseball Events at the Ballpark Facilities. The aggregate limits of such policies shall be not less than Ten Million Dollars ($10,000,000). The policies shall name, as additional insureds, the Cardinals, St. Louis Cardinals, LLC and SLC Holdings, LLC, and shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give the Cardinals ten (10) days' prior written notice.

20.3 All Risk Insurance. Landlord shall, during the entire Term, cause to be kept in full force and effect an insurance policy written by a reasonably acceptable insurer of "all risk" property, casualty and extended coverage on the Ballpark Facilities in such amounts necessary to cover the full replacement cost of the Ballpark Facilities in the event of damage or destruction thereto. The policy shall provide that the insurer shall not cancel or materially change the insurance without endeavoring to first give the Cardinals ten (10) days' prior written notice and shall contain a waiver of subrogation in favor of the Cardinals, St. Louis Cardinals, LLC, and SLC Holdings, LLC.

21. Indemnification

21.1 The Cardinals. The Cardinals agree to and will at all times defend, indemnify. save and hold harmless Landlord, and its respective officers, agents, employees, successors and assigns from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including without limitation reasonable attorneys' fees and costs (whether on appeal or otherwise), arising out of:

21.1.1 Injury to or death of any persons, and damage to or destruction of any and all property, including loss-of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or negligent act or omission of the Cardinals, its Affiliates, or any of their respective agents, officers or employees, in connection with the operation or use of the Ballpark Facilities to the extent such act or omission caused the injury.

21.1.2 Any breach or default in the performance of any obligation on the Cardinals' part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the Cardinals shall not extend to liabilities to the extent caused by any willful, wanton, or negligent act or omission of Landlord or any of its agents, officers, or employees to the extent such act or omission caused the liability; and said indemnification obligations shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

21.2 Landlord. Landlord agrees to and will at all times, to the extent allowed by law and without waiving sovereign immunity, defend, indemnify, save and hold harmless the Cardinals, its Affiliates, MLB PDL and each MLB PDL Entity, and their respective employees. agents, officers, directors, shareholders, partners, successors and assigns, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including without limitation reasonable attorneys' fees and costs (whether on appeal or otherwise), arising out of:

21.2.1 Injury to or death of any persons, and damage to or destruction of any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or negligent act or omission of Landlord, or any of its respective agents, officers or employees, in connection with the operation or use of the Ballpark Facilities to the extent such act or omission caused the injury.

21.2.2 Any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of Landlord shall not extend to liabilities to the extent caused by any willful, wanton, or negligent act or omission of the Cardinals, its Affiliates, or any of their respective agents, officers or employees to the extent such act or omission caused the liability; and said indemnification obligations shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

22. Damage or Destruction.

22.1 Substantial Destruction. In the event that the Ballpark Facilities are substantially or totally damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, Landlord shall promptly commence and thereafter diligently proceed to repair and rebuild the Ballpark Facilities (excluding the Cardinals' property) to its condition immediately prior to such substantial damage or destruction. It is understood and agreed that Landlord is not liable to the Cardinals for any losses arising from such destruction and the Cardinals shall be responsible for payment of and obtaining any business interruption insurance to protect the Cardinals against lost revenues in the event the Ballpark Facilities are unavailable as a result of this such damage or destruction. During such time as the Ballpark Facilities are unavailable, this Agreement shall be suspended and the obligations of the parties abated until Landlord reconstructs the Ballpark Facilities and makes them available, to the Cardinals. Notwithstanding the foregoing, If Landlord fails to substantially complete the necessary repairs or rebuilding within two (2) years after the date of such damage or destruction, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

22.2 Partial Destruction. If the Ballpark Facilities are partially damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, but such damage does not prevent the Cardinals from playing Home Games at the Ballpark Facilities (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, Landlord shall promptly commence and thereafter diligently proceed to repair and rebuild the Ballpark Facilities (excluding the Cardinals' property) to their condition immediately prior to such partial damage or destruction, fire or other casualty. Fees due and payable from the Cardinals to Landlord pursuant to this Agreement during the period for which the Ballpark Facilities are partially damaged and/or being restored shall be reduced on a prorata and equitable basis, taking into account all relevant factors (including but not limited to the timing of the partial destruction and revenues affected by such partial destruction). If Landlord fails to substantially complete the necessary repairs or rebuilding within one (1) year after the date of such partial destruction, the Cardinals may at its option terminate this Agreement by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Agreement shall cease to exist.

23. Condemnation.

23.1 Total Taking. In the event the entire Ballpark is appropriated or taken under the power of eminent domain, or sold under threat thereof by any other public or quasi-public authority (all of which will be referred to as a "Condemnation"), then this Agreement shall be terminated as of the date the condemning authority takes title or possession, whichever first occurs. The Cardinals shall have no claim to the award in condemnation for Landlord's interest in the Ballpark; provided, however, that the Cardinals shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of the Cardinals under this Agreement.

23.2 Partial Taking. In the event that only a portion of the Ballpark Facilities are taken by Condemnation, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. Provided, however, that if so much of the Ballpark Facilities are taken by such Condemnation as would materially, substantially and adversely affect Home Games, the Cardinals shall have the option, to be exercised in writing within thirty (30) days after Landlord shall have given the Cardinals written notice of the condemnation (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If the Cardinals does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Ballpark Facilities that are suitable for the use then being made of the Ballpark Facilities by the Cardinals, and fees due and payable from the Cardinals to Landlord pursuant to this Agreement shall be reduced on a prorata and equitable basis, taking into account all relevant factors (including but not limited to the portion of the Ballpark Facilities taken by Condemnation). Whether this Agreement terminates or continues in full force or effect, the Cardinals shall have no claim to the award in condemnation for Landlord's interest in the Ballpark Facilities; provided, however, that the Cardinals shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of the Cardinals under this Agreement.

24. Assignment and Transfer. The parties shall not, without the prior written consent of the other party, assign or sublet this Agreement or any of its rights or duties herein except that the Cardinals shall have the right to assign, convey or transfer this Agreement to an Affiliate without Landlord's written consent.

25. Default; Remedies.

25.1 Default. If any party hereto (the "Defaulting Party") shall breach or fail to perform any of its material obligations under this Agreement ("Default"), then the Party not in default (the "Non-Defaulting Party") shall provide written notice of such failure or breach to the Defaulting Party and afford the Defaulting Party a grace period to cure said breach or failure, as follows:

25.1.1 Where a grace period is specifically provided for in any Section of this Agreement, then the specific grace period shall apply.

25.1.2 Where a grace period is not specifically provided for in any other Section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) fifteen (15) business days to cure any monetary failure or breach; and (ii) thirty (30) days to cure any non-monetary failure or breach; provided, however, that if any non-monetary failure or breach cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure or breach, so long as the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said breach or failure to completion. Notwithstanding the foregoing, the Defaulting Party must complete the cure of a non-monetary breach or failure within one hundred eighty (180) days.

25.1.3 If any breach or failure to perform shall not have been cured by the expiration of the applicable grace period set forth above, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth herein.

25.2 Non-Defaulting Party's Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the following remedies and rights (but not the obligation), including but not limited to:

25.2.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due; and

25.2.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and

25.2.3 An action for recovery of all actual losses incurred by the Non-Defaulting Party in connection with the Default; and

25.2.4 Subject to Section 29.19, termination of this Agreement; and

25.2.5 Subject to Section 29.19, any other rights or remedies available at law or equity.

25.3 Cumulative Rights. The remedies heretofore described in this Section 25 shall be in addition to any other rights or remedies the Non-Defaulting Party may have in this Agreement, at law, equity, or otherwise in the event of a Default, and the exercise of one or more rights or remedies shall not be deemed to exclude or waive the right to exercise any other right or remedy.

26. Records. The Cardinals shall keep full, true and complete books and records of all transactions relating to this Agreement in accordance with good accounting practices, consistently applied, which shall be open to the inspection of Landlord's duly authorized representatives upon reasonable prior written notice and during normal baseball office hours which hours will be determined by the Cardinals.

Landlord and its representatives shall be vested with such reasonable right to examine and audit such books, records and accounts used or maintained by the Cardinals, its agents or assigns, upon reasonable prior written notice as may be necessary to determine or verify the amounts payable to Landlord under this Lease.

27. Covenant of Quiet Enjoyment. The Cardinals shall have the right to enjoy during the Term the quiet, peaceable and undisturbed possession in accordance with and subject to the provisions of this Agreement provided the Cardinals pays the rental fees and other charges and performs its covenants as required in this Agreement. Upon the Cardinals' request, Landlord agrees to execute a memorandum of lease and to record such memorandum in the recorder of deeds office in Greene County, Missouri.

28. Title and Covenant Against Mechanics' Liens. The Cardinals covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Ballpark Facilities. In case of any such lien attaching that is caused by the Cardinals or its contractors, the Cardinals shall immediately pay and remove same or cause the same to be bonded or transferred to other security. If any such liens so attach and the Cardinals fails to pay and remove same or cause the same to be bonded or transferred to other security within thirty (30) days after written notice of same, then Landlord (at its election), may pay and satisfy the same, and in such event the sums so paid plus interest at the Default Rate shall be due and payable at once without notice or demand.

29. Miscellaneous.

29.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen (15) business days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) attaching a true and correct copy of this Agreement (including any amendments thereto); (ii) certifying that this Agreement is in full force and effect and acknowledging that there are not to the responding party's knowledge without inspection, audit or investigation, any uncured Defaults on the part of the requesting party (or specifying such Defaults, if any are claimed); (iii) the amount of rental and other fees paid in connection with this Agreement and whether any such rental and other fees have been paid more than one (1) month in advance; and (iv) whether this Agreement has been assigned. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrance of the Cardinals or of its interests herein and by any bond holders, underwriters and financiers of Landlord, as specifically addressed in such estoppel certificate.

29.2 Consents. Whenever a party's approval, permission. concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld, conditioned, or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

29.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. Such additional instruments shall be executed with the same formalities as this Agreement.

29.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court, acts of terrorism, national emergency or war (collectively, "Force Majeure").

29.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either hand delivery, overnight courier service, or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to Landlord:	With a Copy to:
Jason Gage City Manager City of Springfield, Missouri 840 N. Boonville Ave. Springfield, MO 65802	Rhonda Lewsader City Attorney City of Springfield, Missouri 840 N. Boonville Ave. Springfield, MO 65802
If to the Cardinals:	With a Copy to:
Springfield Cardinals, LLC 700 Clark Street St. Louis, Missouri 63102 Attn: William O. DeWitt III, President	Springfield Cardinals, LLC 700 Clark Street St. Louis, Missouri 63102 Attention: Michael E. Whittle

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, front time to time, by notice from such party given as herein required.

29.6 No Joint Venture. Landlord and the Cardinals do not intend, by entering into this Agreement, to create a partnership, joint venture or any relationship other than that of independent contractors and landlord and tenant.

29.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Missouri.

29.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

29.9 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the permitted successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to made to either of the parties hereto, it shall be held to include and apply also to the permitted successors and assigns of such party as if in each and every case so expressed.

29.10 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties relating to its subject matter. There are no oral, understandings, terms or conditions, and neither party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

29.11 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

29.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

29.13 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

29.14 Amendment. All waivers of the provisions of this Agreement must be in writing and (i) signed by the Landlord or Cardinals and (ii) subject to the prior receipt of all necessary PDL Approvals. This Agreement may not be changed, modified or rescinded except (i) in writing by the Landlord and Cardinals and (ii) upon the prior receipt of all necessary PDL Approvals, and any attempt at oral modification of this Agreement shall be null, void and of no effect.

29.15 Authority. Each party hereto hereby represents and warrants to the other that: (a) it has the authority to enter into this Agreement, (b) it shall undertake and perform its respective obligations hereunder, (c) entering into this Agreement will not conflict or result in a breach of any agreement to which the each party is subject to; and (d) the individuals signing on behalf of each party have authorization to do so. Landlord further represents and warrants that (i) Landlord is the sole owner of fee title to the Ballpark and the underlying real property; and (ii) no consent or approval of any person or entity is necessary for the consummation by Landlord of this Agreement that has not been obtained by Landlord prior to the execution and delivery of this Agreement.

29.16 Exhibits. All exhibits are attached hereto and incorporated by this reference thereto.

29.17 Counterpart Signatures. This Agreement may be executed in counterparts, the original counterparts of which, when taken together, shall be deemed to constitute an entire and original Agreement.

29.18 Nondisparagement. Each party agrees that neither it, nor its directors, officers, member or other owners, will, directly or indirectly, commit an act or become involved in a situation or occurrence which, in the reasonable and good faith opinion of the other party, tends to disparage, detract or conflict with such other party's reputation, products and/or services, including, without limitation, any act by Landlord that tends to disparage Major League Baseball or MLB PDL.

29.19 MLB PDL Requirements. Any contrary provisions contained in this Agreement notwithstanding:

29.19.1 This Agreement and any rights granted to Landlord or the Cardinals hereunder shall in all respects be subordinate to the PDL Rules and Regulations, as long as the Cardinals is party to the Springfield PDL License Agreement that is in effect. The issuance, entering into, amendment or implementation of any of the PDL Rules and Regulations shall be at no cost or liability to any MLB PDL Entity or to any individual or entity related thereto. The territory within which Landlord is granted rights under this Agreement is limited to, and nothing herein shall be construed as conferring on Landlord rights in areas outside of, the PDL Club Marketing Territory (as defined in the Springfield PDL License Agreement). No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined in the applicable PDL Rules and Regulations) are conferred by this Agreement, except as are specifically approved in writing by MLB PDL.

29.19.2 Landlord agrees that if the date upon which any termination or suspension of this Agreement falls during the regular season or postseason, the effective date of such termination or suspension shall be the first day of the month following the final home game of such season, and, in no event, shall Landlord terminate or suspend the Cardinals' rights under this Agreement during any regular season or postseason.

29.19.3 If, at any time prior to the expiration of the Term of this Agreement, this Agreement is terminated by Landlord for any reason (and any legal action challenging the right of Landlord to terminate this Agreement and seeking specific performance has either been (i) finally adjudicated by a court of competent jurisdiction as evidenced by a final non-appealable order or (ii) settled, withdrawn or otherwise concluded, in either case solely with respect to the request for specific performance) and the Springfield PDL License Agreement has been terminated, Landlord agrees to offer to assign this Agreement to any replacement PDL Club identified by MLB PDL to the extent that such PDL Club is reasonably acceptable to Landlord. To the extent that this Agreement is not so assigned, Landlord agrees to meet promptly with MLB PDL to work together to ascertain whether a replacement PDL Club can be identified, and if such a PDL Club is so identified, Landlord shall offer to lease the Ballpark to such PDL Club.

29.19.4 As long as the Cardinals is party to the Springfield License Agreement that is in effect, MLB PDL is an intended third party beneficiary of the provisions of this Section 29.19 and each other provision in this Agreement that prohibits action without first obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section 29.19, MLB PDL shall be entitled and have the right to waive or enforce such other provisions that prohibit action without first obtaining PDL Approval directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the explicit benefit of MLB PDL or any other MLB PDL Entity.

29.19.5 Neither MLB PDL nor any other MLB PDL Entity shall have any liability whatsoever to any Person for actions taken pursuant to this Section 29.19 (other than for fraudulent acts or willful misconduct with respect to this Section 29.19 by MLB PDL), and Landlord hereby releases MLB PDL and each other MLB PDL Entity from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of MLB PDL or any other MLB PDL Entity to any other Person.

29.20 Prevailing Wage Law. If and to the extent required by applicable Legal Requirements, the applicable prevailing wage laws shall apply to any use of amounts in the Capital Fund by the Cardinals pursuant to the terms of this Agreement.

29.21 Mutual Release of Claims Prior to Effective Date. As of the Effective Date and to the extent permitted under applicable law, each of the parties hereto, for themselves and on behalf of each of their respective affiliates, and each of their respective shareholders, partners, members, trustees, employees, agents and representatives, hereby releases the other party hereto and each of such other party's affiliates, and each of their respective shareholders, partners, members, trustees, employees, agents and representatives, from any and all claims, losses, liabilities, damages, causes of action, attorneys' fees, costs and expenses arising from, relating to or in connection with the Ballpark Facilities or the Original Lease from the beginning of time to and including the Effective Date hereof; provided, however, that, notwithstanding the foregoing, nothing in this Section 29.21 shall be deemed a release or waiver of (i) either party's rights or claims against the other party hereto under this Agreement arising from any act or omission on or after the Effective Date hereof, or (ii) the Cardinals' obligation to indemnify Landlord for any third party claim pursuant to Section 21.1 of this Agreement arising from any act or omission of the Cardinals prior to the Effective Date.

[Signature continued on next page]

[Signature page to Amended and Restated Ballpark Lease Agreement dated February ___, 2023]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By:_________________________________

Name:_______________________________

Title:_______________________________

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

____

Director of Finance or Acting Director

APPROVED AS TO FORM

____

City Attorney or Assistant City Attorney

SPRINGFIELD CARDINALS, LLC

By:_____________________________

William O. DeWitt III, President

EXHIBIT A

SEE BALLPARK DIAGRAM ATTACHED

Exhibit A

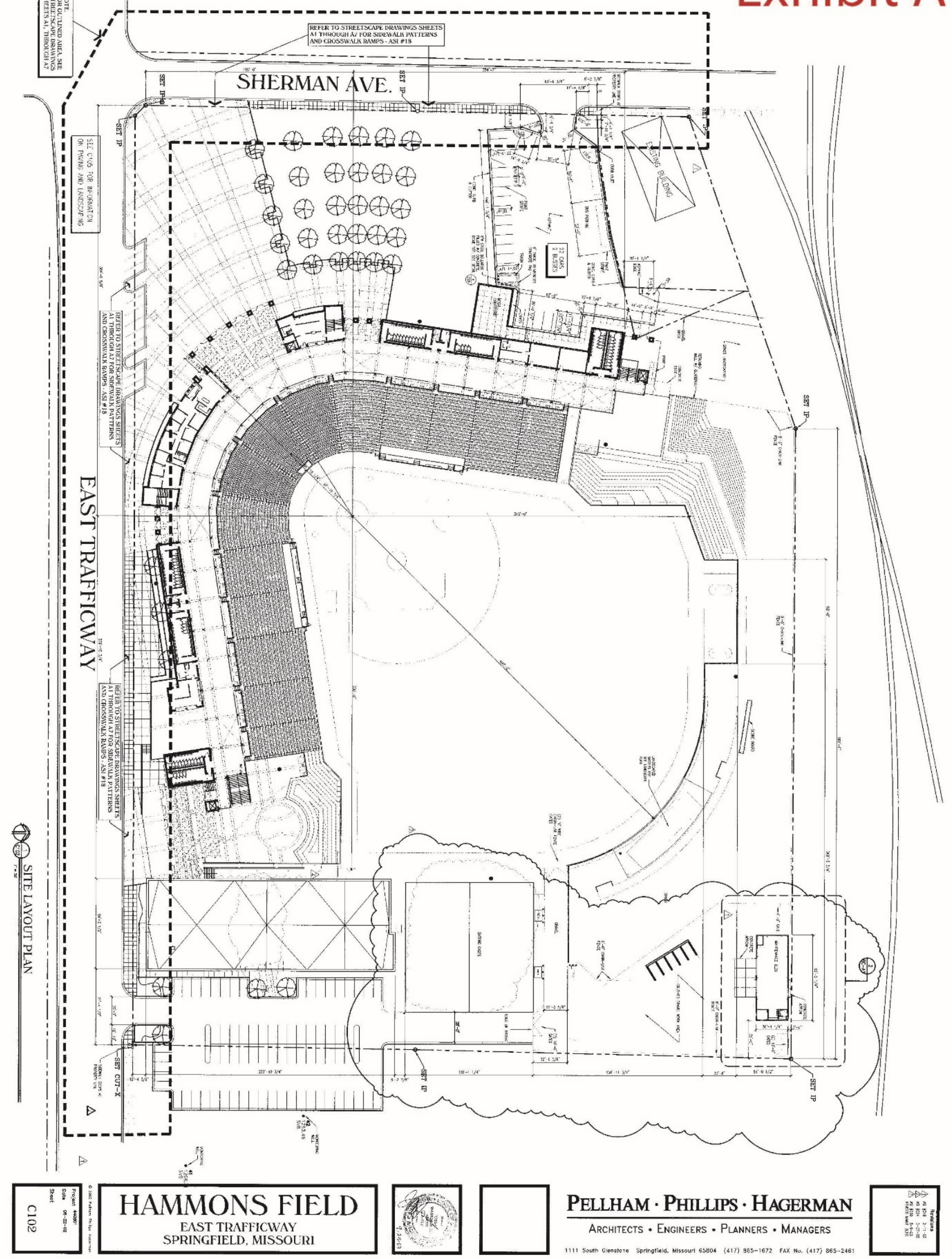
REFER TO STREETSCAPE DRAWINGS SHEETS A1 THROUGH A7 FOR SIDEWALK PATTERNS AND CROSSWALK RAMPS - ASI #18
SHERMAN AVE.
EAST TRAFFICWAY
SITE LAYOUT PLAN
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
PELLHAM · PHILLIPS · HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS
1111 South Glenstone Springfield, Missouri 65804 (417) 865-1672 FAX No. (417) 865-2461
C102

EXHIBIT B

SEE LUXURY SUITES DIAGRAM ATTACHED

Exhibit B

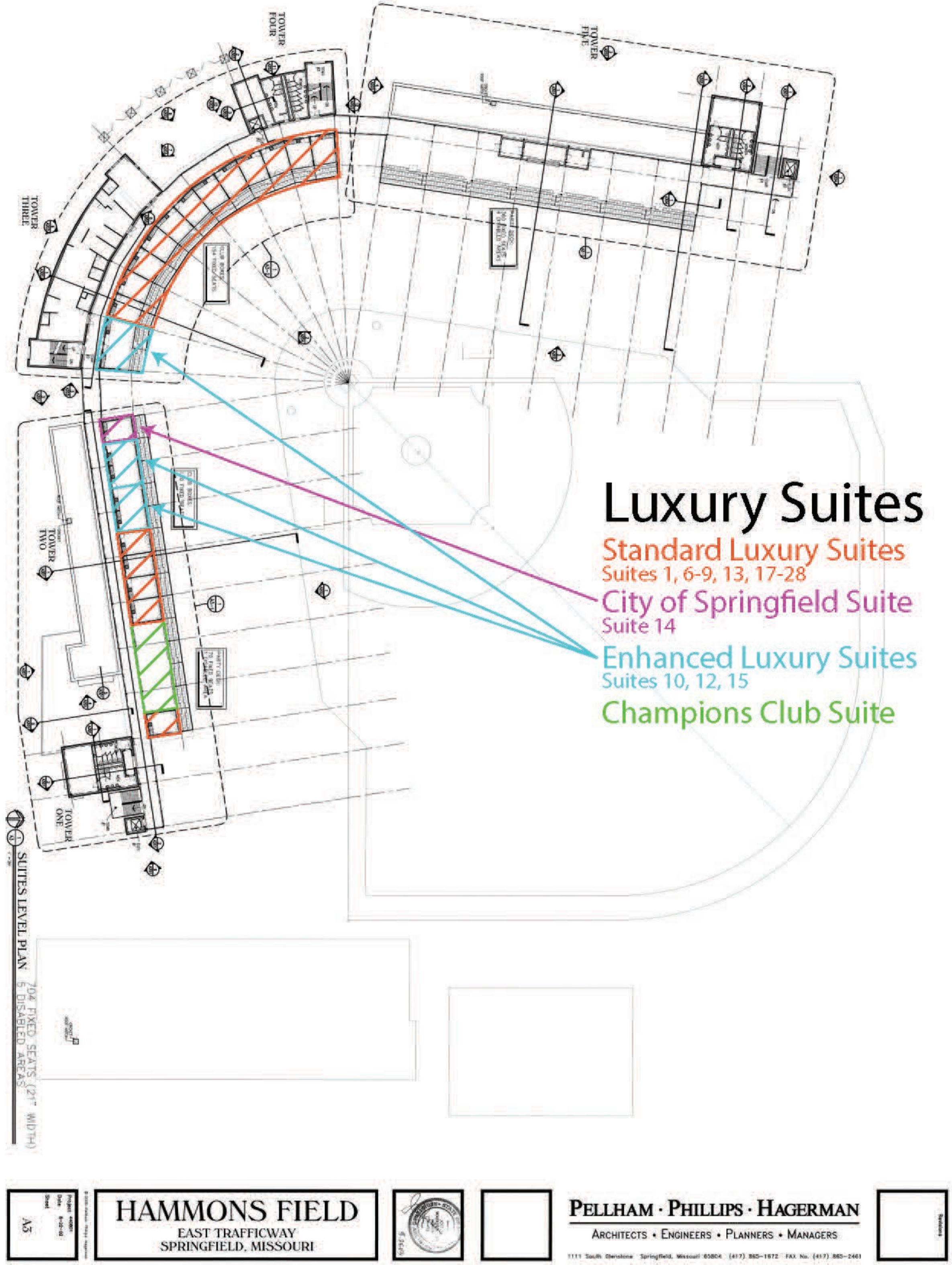
Luxury Suites
Standard Luxury Suites
Suites 1, 6-9, 13, 17-28
City of Springfield Suite
Suite 14
Enhanced Luxury Suites
Suites 10, 12, 15
Champions Club Suite
TOWER ONE
TOWER TWO
TOWER THREE
TOWER FOUR
TOWER FIVE
SUITES LEVEL PLAN
704 FIXED SEATS (21" WIDTH)
6 DISABLED AREAS
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
PELLHAM · PHILLIPS · HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS
A5

Exhibit B

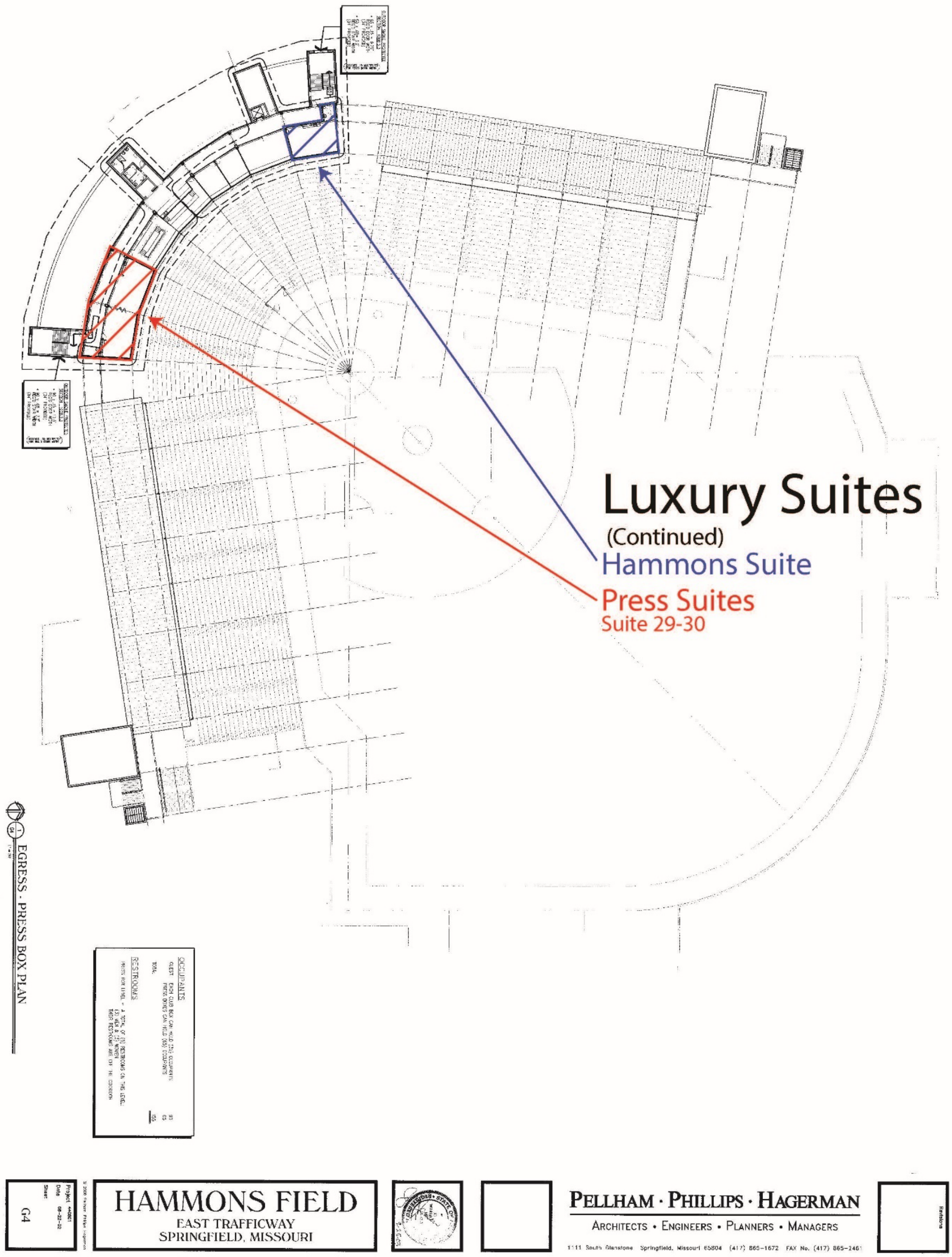
Luxury Suites
(Continued)
Hammons Suite
Press Suites
Suite 29-30
EGRESS - PRESS BOX PLAN
OCCUPANTS
RESTROOMS
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
G4
PELLHAM · PHILLIPS · HAGERMAN
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EXHIBIT C

SEE INDOOR TRAINING FACILITY DIAGRAM ATTACHED

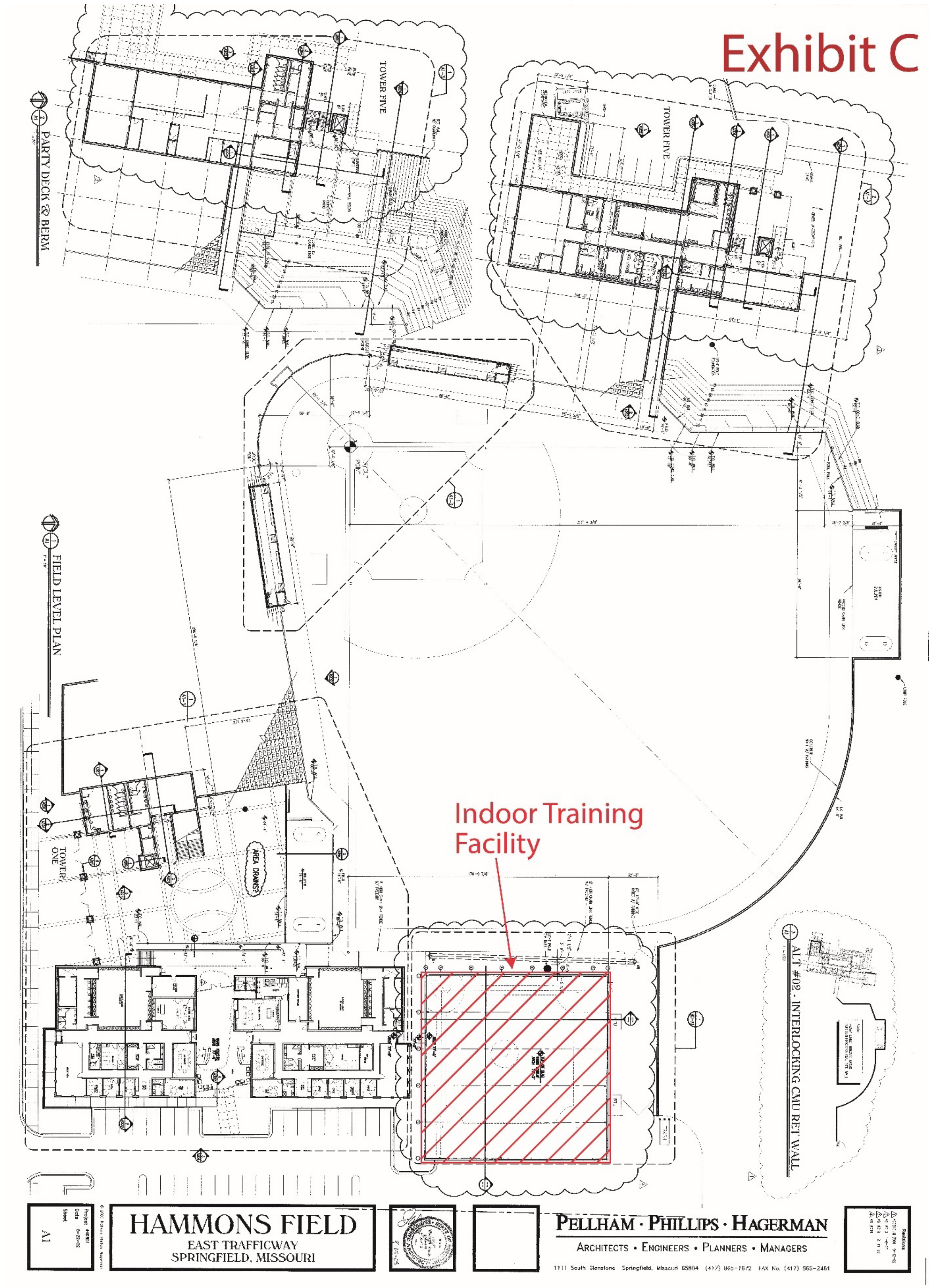

Exhibit C
Indoor Training Facility
PARTY DECK @ BERM
TOWER FIVE
TOWER FIVE
FIELD LEVEL PLAN
TOWER ONE
AREA DRAINS
ALT #02 - INTERLOCKING CMU RET WALL
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
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A1

EXHIBIT D

SEE CARDINALS EXCLUSIVE USE AREAS DIAGRAMS ATTACHED

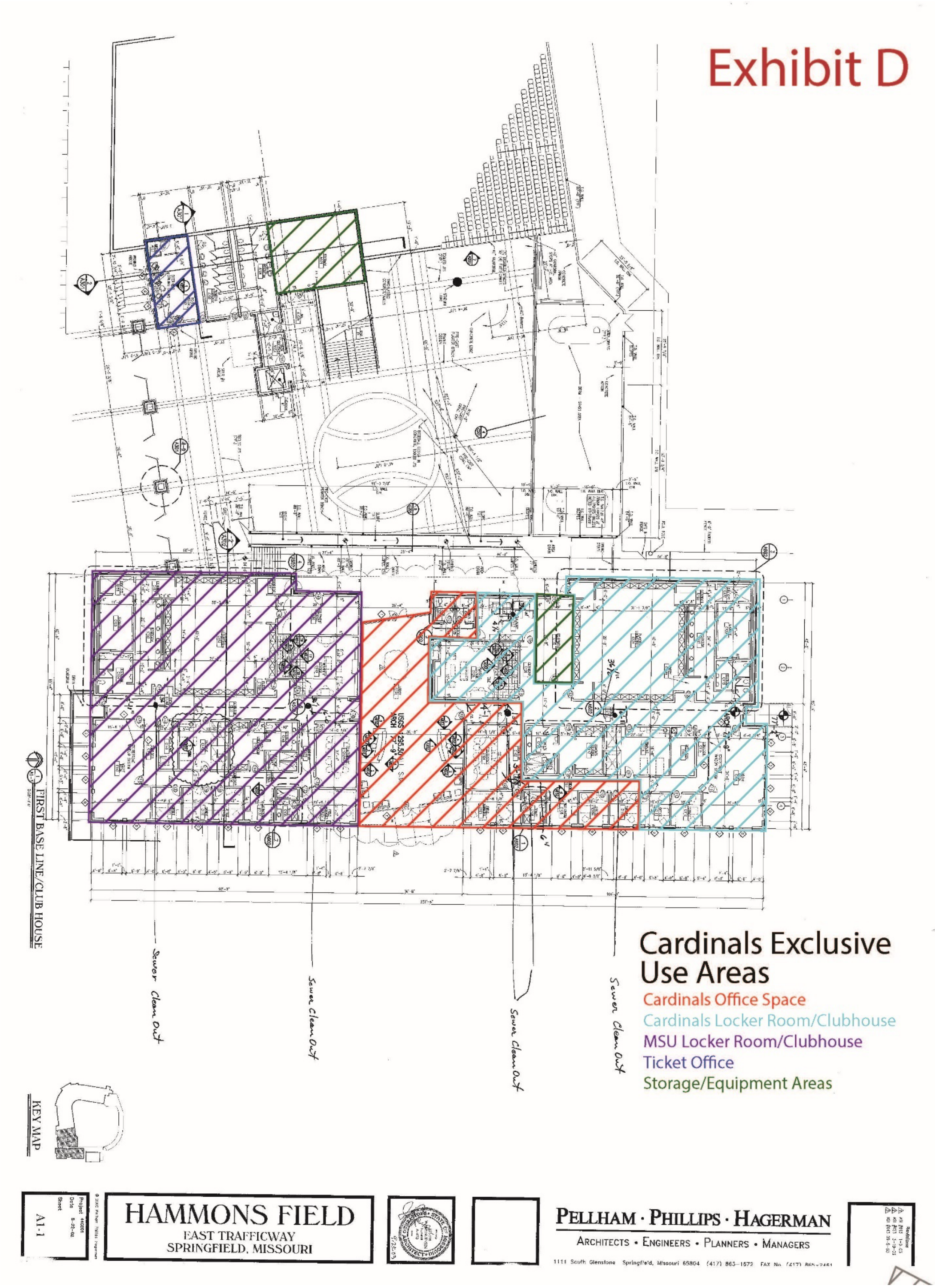
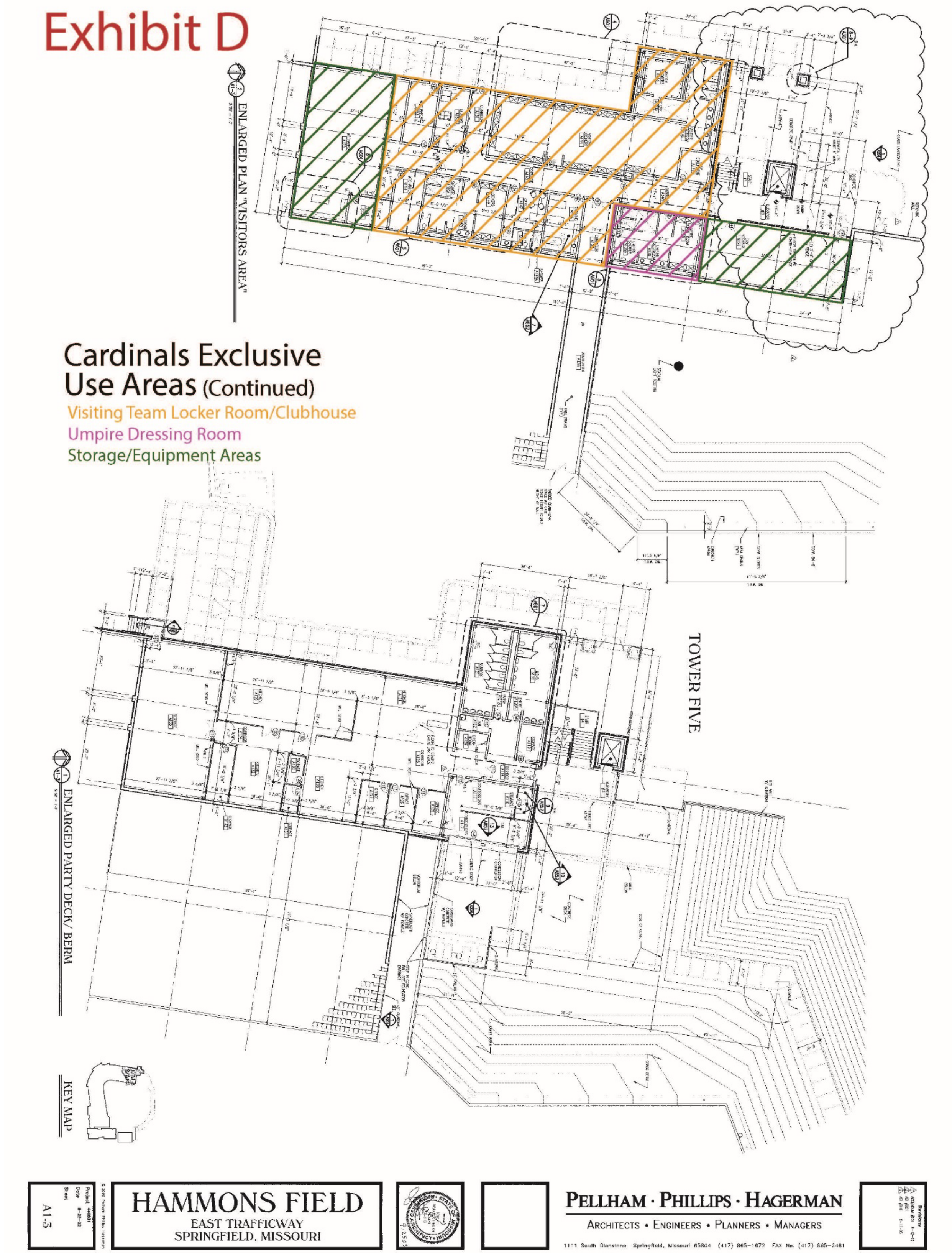


Exhibit D
FIRST BASE LINE/CLUB HOUSE
Sewer Clean Out
Sewer Clean Out
Sewer Clean Out
Sewer Clean Out
Cardinals Exclusive Use Areas
Cardinals Office Space
Cardinals Locker Room/Clubhouse
MSU Locker Room/Clubhouse
Ticket Office
Storage/Equipment Areas
KEY MAP
A1-1
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
PELLHAM · PHILLIPS · HAGERMAN
ARCHITECTS • ENGINEERS • PLANNERS • MANAGERS

Exhibit D



Cardinals Exclusive
Use Areas (Continued)
Visiting Team Locker Room/Clubhouse
Umpire Dressing Room
Storage/Equipment Areas
ENLARGED PLAN "VISITORS AREA"
TOWER FIVE
ENLARGED PARTY DECK/ BERM
KEY MAP
A1-3
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
PELLHAM · PHILLIPS · HAGERMAN
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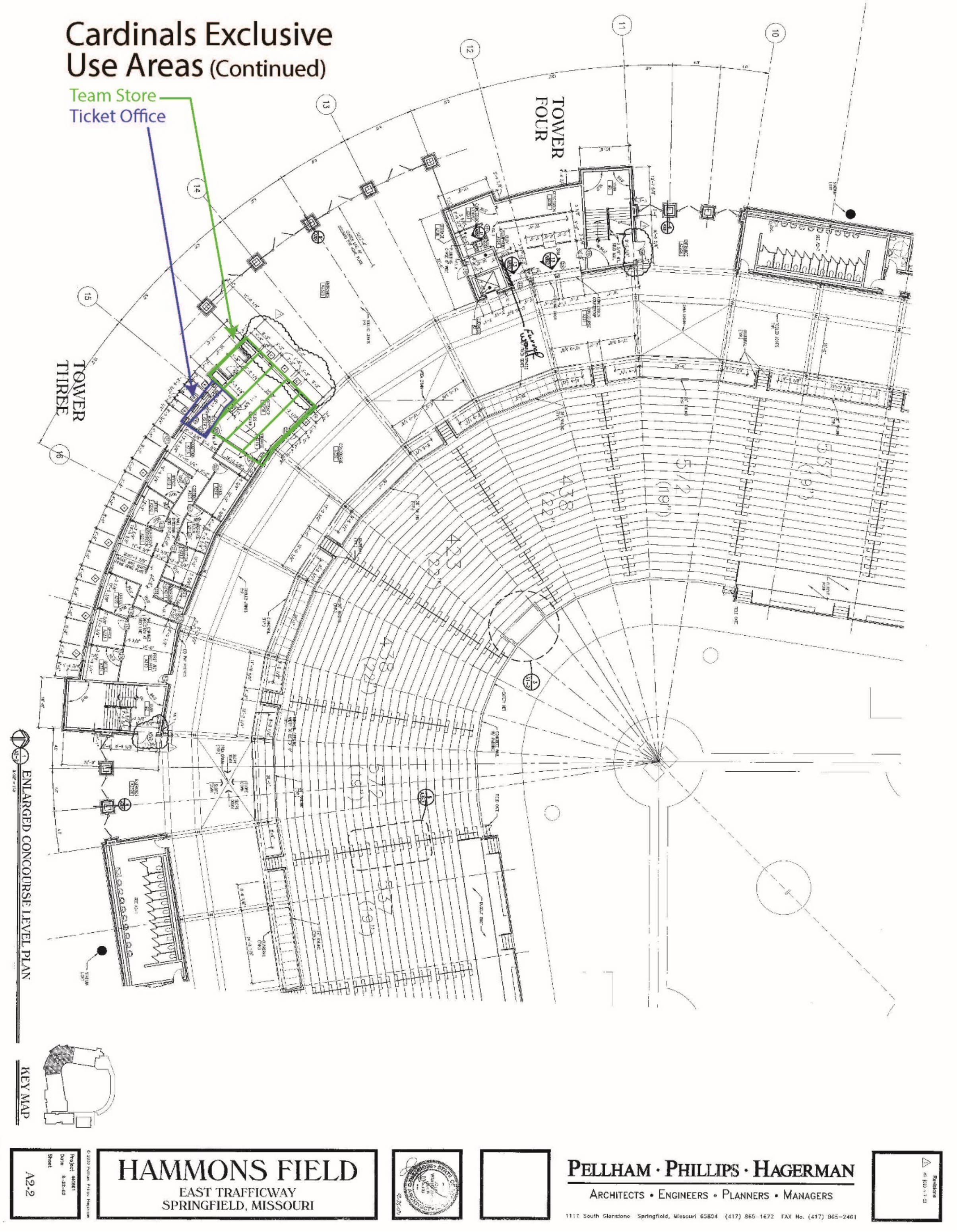
Exhibit D



Cardinals Exclusive Use Areas (Continued)
Team Store
Ticket Office
TOWER FOUR
TOWER THREE
ENLARGED CONCOURSE LEVEL PLAN
KEY MAP
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
A2-2
PELLHAM · PHILLIPS · HAGERMAN
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Cardinals Exclusive Use Areas (Continued)

Storage/Equipment Areas

Exhibit D

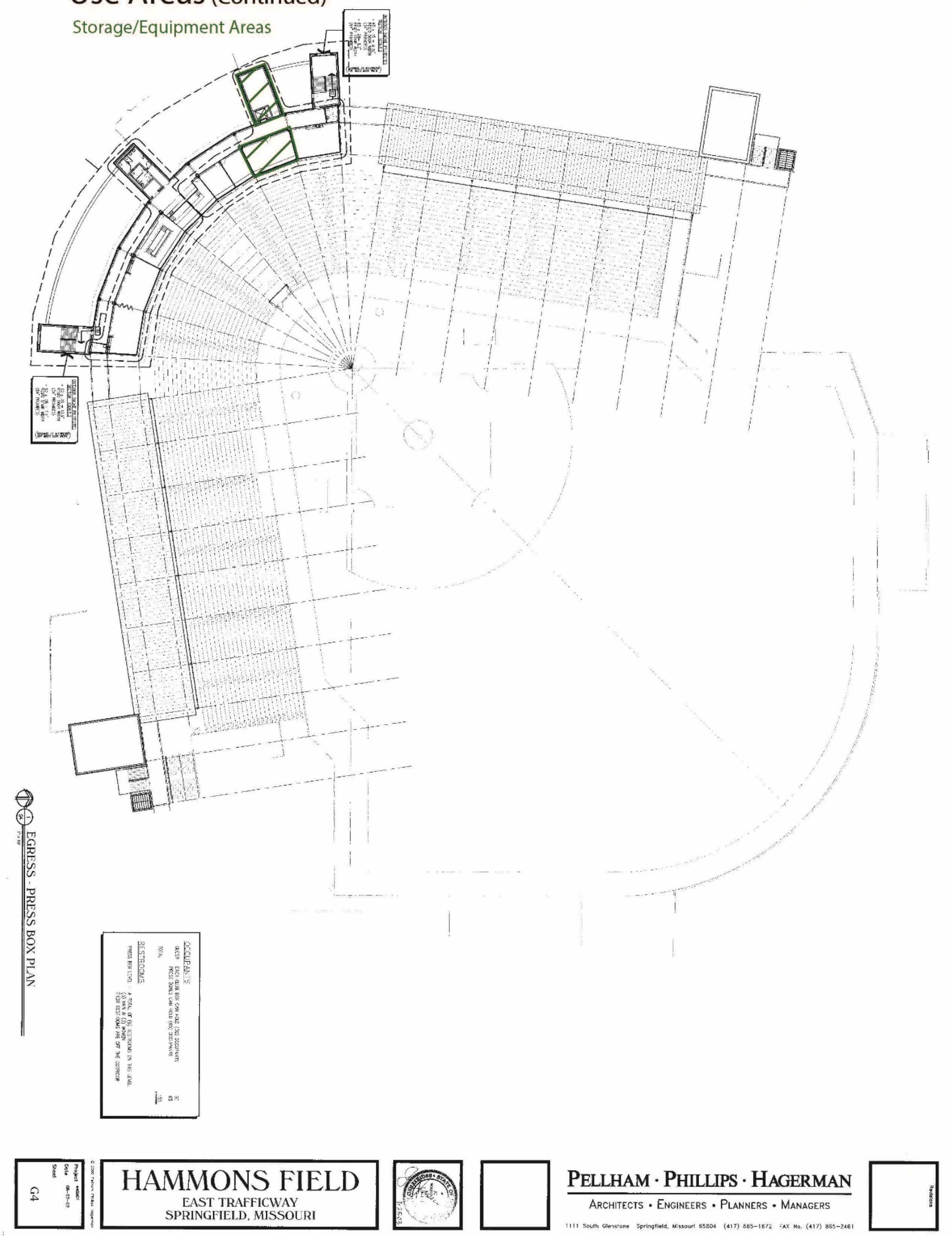
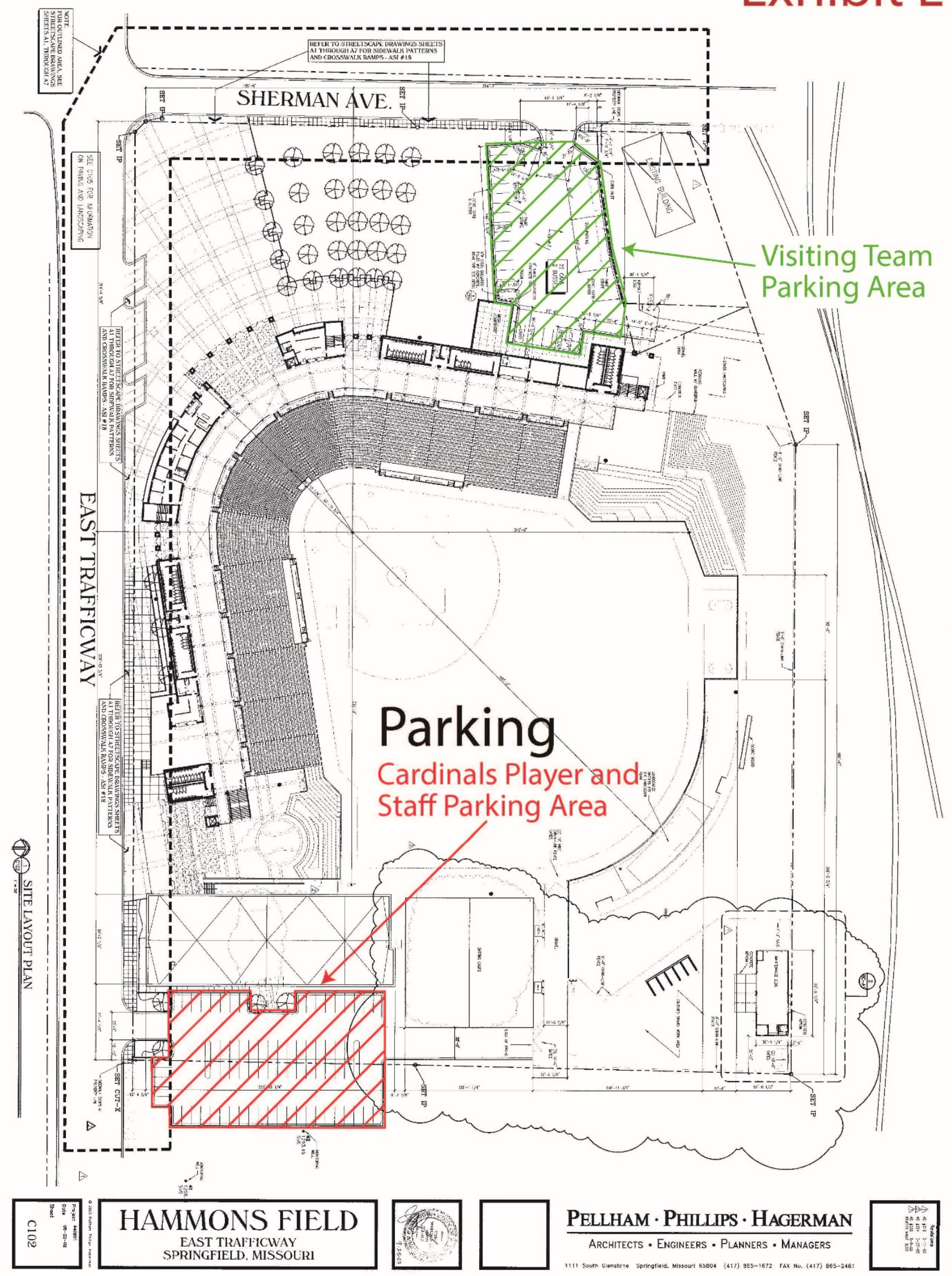


EXHIBIT E

SEE CARDINALS PLAYER AND STAFF PARKING AREA
AND VISITING TEAM PARKING AREA DIAGRAM ATTACHED

Exhibit E


SHERMAN AVE.
EAST TRAFFICWAY
Visiting Team Parking Area
Parking
Cardinals Player and Staff Parking Area
REFER TO STREETSCAPE DRAWINGS SHEETS A1 THROUGH A7 FOR SIDEWALK PATTERNS AND CROSSWALK RAMPS - ASI #18
SITE LAYOUT PLAN
HAMMONS FIELD
EAST TRAFFICWAY
SPRINGFIELD, MISSOURI
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C102

EXHIBIT F

INITIAL CAPITAL IMPROVEMENTS

1. **Player Parking –** Home and visiting/umpire sides must have a secure lot with an unencumbered route from the parking lot to the clubhouse
2. **Home Training Room** – Expand to 400 sq. ft. in accordance with MLB PDL facility standards
3. **Home Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
4. **Visiting Staff Lockers/Dressing Area** – Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
5. **Visiting Team Locker Room -** Expand and/or realign dressing area with new and additional lockers to fit size constraints and requirements
6. **Visitors' Side Commissary and Dining Area –** Expand to add 300 sq. ft. and include a refrigerator, freezer, sink, dishwasher, microwave, cabinets and seating for at least 8 individuals in accordance with MLB PDL facility standards
7. **Visiting Training Room** – Expand to 300 sq. ft. and include a second full-body whirlpool and a desk in accordance with MLB PDL facility standards.
8. **Team Storage** – Include 200 sq. ft. dedicated to lockable storage
9. **Female Staff Facilities** – Both home and visiting sides, include 2 lockers, 1 shower, 1 water closet, 1 lavatory and 100 sq. ft.
10. **Weight Room** – Expand at least 100 sq. ft.. Need new flooring and must create entry for visiting side and block access for visiting clubs to see inside Cardinals Clubhouse area
11. **Hitting/Pitching Tunnels** – Increase height to 70 foot candle minimum, and increase length to 75 ft. in accordance with MLB PDL facility standards.
12. **Primary and Secondary Internet –** The stadium does not meet the minimum internet requirements
13. **Field Dimensions and Playing Surface –** Warning track in front of dugouts may need to be changed to 15 ft. (currently 10.25 ft.)
14. **Bullpens –** Protective overhead cover required in both home and visiting bullpens, as well as MLB PDL required safety upgrades
15. **Dugouts** – Anti-skid surface in both dugouts. Also need updated helmet racks and benches
16. **Batter's Eye** – Expand to be 30 ft. high and 60 ft. wide in accordance with MLB PDL facility standards. Replace / install vegetation
17. **Field Lighting** – Increase infield height to 100 foot candles and outfield to 70 foot candles in accordance with MLB PDL facility standards
18. **Stadium and Player Safety Security Upgrades** – Create a command center with live camera functions for added player/fan use entry points and common areas as required by MLB PDL
19. **Office Space –** Build or renovate current office space areas for the Cardinals' front office staff (i.e., to accommodate for changes to and/or reduction of the existing office space made necessary as a result of MLB PDL required renovations to locker rooms and other adjacent spaces)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment 036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	417010			$ 2,200,000	Transfer from other funds (from LPT to General Fund)
Net Revenue Adjustment						$ 2,200,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	508230			$ 6,500,000	Stadium Acquisition
10110	09	14120	508210			5,500,000	Parking Lot Acquisition
10110	09	14120	509110			4,000,000	Major League Baseball (MLB) Required Improvements
33030	09	14120	509910			2,200,000	Transfer to other funds (from LPT to General Fund)
Net Expenditure Adjustment						$ 18,200,000	

Fund Balance Appropriation:

Fund		Title	Amount
33030		LPT - Economic Vitality Pool	$ (2,200,000)
10110		General Fund Carryover	(13,800,000)
			$ (16,000,000)

Explanation: To amend the FY2022-23 budget by appropriating funds from the General Fund carryover balance and from the Level Property Tax (LPT) economic vitality pool for the acquisition of the Springfield Cardinals stadium, parking lot and fund stadium improvements required by Major League Baseball (MLB).

Requested By:

Rhonda Lewsader 2/1/23
Department Head Date

Approved By:

2/1/23
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-041
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

February 8, 2023

SPECIAL MEETING NOTICE
of the
SPRINGFIELD CITY COUNCIL

TO: All Members of City Council

IN ACCORDANCE WITH SECTION 2-32 OF THE SPRINGFIELD CITY CODE, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE CITY COUNCIL IS HEREBY CALLED FOR THE FOLLOWING PURPOSE:

1. **ROLL CALL.**

2. **SECOND READING. Citizens Have Spoken. May Be Voted On.**

2.1 COUNCIL BILL 2023-041 (McClure). (Public Hearing occurred at the 2-6-23 City Council Meeting.)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with The John Q. Hammons Charitable Trust dated May 11, 2018, for the purpose of purchasing said Trust's rights in Hammons Field and to execute all exhibits attached to said agreement for the purpose of settling issues related to the bankruptcy of The Revocable Trust of John Q. Hammons; authorizing the City Manager, or his designee, to enter into an agreement with 946 East Trafficway, LLC, for the purpose of purchasing two parking lots; and authorizing the City Manager, or his designee, to enter into an agreement amending and restating a ballpark lease agreement with the Springfield Cardinals, LLC; and amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of $16,000,000 for the purpose of appropriating funds to purchase the Charitable Trust's rights to Hammons Field, to purchase the parking lots, and to provide funds for initial capital improvements to Hammons Field.

3. **NEW BUSINESS.**

3.1 Review Agenda Session Report for the February 21, 2023, City Council Meeting.

4. **CLOSED SESSION.**

City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to

Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

SAID MEETING SHALL BE HELD beginning at **11:30 a.m. on Tuesday, February 14, 2023,** and is to be held at the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor) 840 Boonville Avenue.

Ken McClure, Mayor