

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 Purchaser 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 have 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.

SELLER:

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

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. 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: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SPRINGFIELD CITY CENTER DEVELOPMENT CORPORATION

Approved as to form:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
City Attorney or designee

EXHIBIT G

Settlement Agreement (Cardinals-Related Matters)

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (this “Agreement”), is entered into as of February __, 2023, among The Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated (the “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”), and the Springfield Cardinals, LLC, a Missouri limited liability company (the “Cardinals”) (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 various 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 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 JOHN Q. HAMMONS CHARITABLE TRUST, DATED MAY 11, 2018

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

SPRINGFIELD CARDINALS, LLC, a Missouri limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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: _____

ASSIGNMENT AND ASSUMPTION OF LEASE

(BALLPARK LEASE)

This Assignment and Assumption of Lease (this "Assignment") is hereby executed as of this ____ day of _____, 2023 (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, 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").

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. **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 (including,

[Consent to Assignment of Lease Agreement]

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

EXHIBIT B

IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI

SPRINGFIELD CARDINALS, LLC,)
)
 Plaintiff/Counterclaim Defendant,)
)
 v.) Case No. 2031-CC00229
)
 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.)

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff/Counterclaim Defendant Springfield Cardinals, LLC and Defendants/Counterclaim Plaintiffs Jacqueline Dowdy and Gregory 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: _____