

## PURCHASE AND SALE AGREEMENT

(Hammons Field Parking Areas)

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

### ARTICLE 1 THE PROPERTY

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

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

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

### ARTICLE 2 PURCHASE PRICE

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

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

ARTICLE 3  
DUE DILIGENCE

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

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

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

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

ARTICLE 4  
TITLE TO THE PROPERTY

4.1 Title Insurance Commitment. Purchaser acknowledges that Seller shall 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 26, 2022, number NCS-1153917-CHI2 for the Property (the "Title Commitment").

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

4.3 Exceptions to Title.

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

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

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

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

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

## ARTICLE 5 CONDITION OF THE PROPERTY

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

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

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

5.3 SURVIVAL. THIS ARTICLE 5 SHALL SURVIVE THE CLOSING.

ARTICLE 6  
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

6.1.6 Compliance with Laws. Seller has not received any written notice of a violation of any applicable laws, rules or regulations Law with respect to the Property that has not

been cured or dismissed, and to Seller's Knowledge, Seller is not in violation of any applicable law with respect to the Property that has not been cured or dismissed.

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

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

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

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

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

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

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

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

ARTICLE 7  
CLOSING CONDITIONS

7.1 Mutual Closing Conditions.

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

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

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

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

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

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

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

7.2 Purchaser Closing Conditions.

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

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

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

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

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

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

### 7.3 Seller Closing Conditions.

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

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

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

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

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

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

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

ARTICLE 8  
CLOSING

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

8.2 Closing Deliveries.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## ARTICLE 9 PRORATIONS AND EXPENSES

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

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

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

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

### 9.3 Transaction Costs

9.3.1 Seller's Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items

in connection with this transaction: (a) the fees and expenses of removing or curing any Unpermitted Exceptions as required under Section 4.3, (b) the fees, costs and expenses for the Title Commitment, and Title Policy, (c) any transfer, sales or similar tax and recording charges payable in connection with the conveyance of the Property, (d) any commission due to Broker, if any, (e) one half (½) of the fees and expenses for the Escrow Agent, and (f) the fees, costs and expenses of its own attorneys, accountants and consultants or other Person engaged by Seller.

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

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

## ARTICLE 10 DEFAULT AND REMEDIES

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

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

## ARTICLE 11 SURVIVAL

### 11.1 Survival.

11.1.1 Survival of Representations and Warranties. The representations and warranties of Seller in Sections 6.1.1, 6.1.2, and 6.1.3, and the representations and warranties of Purchaser in Section 6.2 shall survive the Closing or termination of this Agreement until the

expiration of the applicable statute of limitations, and all other representations and warranties of Seller in this Agreement shall be deemed to be merged in the deeds and shall not survive the Closing (the period any such representation or warranty survives the Closing or termination of this Agreement (as the case may be) is referred to herein as the “Survival Period”).

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

## ARTICLE 12 MISCELLANEOUS

### 12.1 Notices.

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

If to Seller:

946 East Trafficway LLC  
c/o Atrium Holding Company  
2398 E. Camelback Road, Suite 1000  
Phoenix, Arizona 85016  
Attn: Brian Cameron  
Email: [bcameron@atriumllc.com](mailto: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](mailto:Nicholas.zluticky@stinson.com)  
Email: [tim.laycock@stinson.com](mailto: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](mailto:rlewsader@springfieldmo.gov)

with copies to:

Polsinelli PC  
900 W 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
Attention: Daniel Dooley  
Email: [ddooley@polsinelli.com](mailto:ddooley@polsinelli.com)

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

12.1.2 Receipt of Notices. All Notices sent by a Party (or attorney on behalf of a Party) shall be deemed to have been received by the recipient Party on (a) the date of delivery to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END OF TEXT – CONTINUED ON NEXT PAGE]

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

SELLER:

946 EAST TRAFFICWAY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATE OF DIRECTOR OF FINANCE

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

\_\_\_\_\_  
Director of Finance

Approved as to form:

\_\_\_\_\_  
City Attorney or designee

## **EXHIBIT LIST**

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

EXHIBIT A

Legal Descriptions of Property

Main Parking Lot:

TRACT A:

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

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

TRACT B:

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



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

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

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

Ancillary Parking Lot:

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

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

EXHIBIT B

Special Warranty Deed (Main Parking Lot)

---

**(Space Above Reserved For Recorder of Deeds Certification)**

**MISSOURI SPECIAL WARRANTY DEED**

**(Main Parking Lot)**

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

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

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

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

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

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

Grantor:

946 East Trafficway LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property

#### TRACT A:

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

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

#### TRACT B:

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

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

EXHIBIT C

Special Warranty Deed (Ancillary Parking Lot)

---

**(Space Above Reserved For Recorder of Deeds Certification)**

**MISSOURI SPECIAL WARRANTY DEED**

**(Ancillary Parking Lot)**

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

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

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

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

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

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

Grantor:

946 East Trafficway LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

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

## EXHIBIT D

Bill of Sale (Main Parking Lot)

### **BILL OF SALE AND ASSIGNMENT**

#### **(Main Parking Lot)**

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

### **RECITALS OF FACT**

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

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

### **ARTICLE I** **SALE OF FF&E**

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

### **ARTICLE II** **ASSIGNMENT OF INTANGIBLE FF&E**

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

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

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

**SELLER:**

946 East Trafficway LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney or designee

EXHIBIT E

Bill of Sale (Ancillary Parking Lot)

**BILL OF SALE AND ASSIGNMENT**

**(Ancillary Parking Lot)**

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

**RECITALS OF FACT**

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

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

**ARTICLE I**  
**SALE OF FF&E**

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

**ARTICLE II**  
**ASSIGNMENT OF INTANGIBLE FF&E**

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

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

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

**SELLER:**

946 East Trafficway LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney or designee

EXHIBIT F

Termination of Parking Lot Agreement

**TERMINATION OF PARKING AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

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

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

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

LICENSOR:

946 East Trafficway LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT G

Termination of Management Agreement

**TERMINATION OF MANAGEMENT AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

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

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

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

LICENSOR:

[Insert]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

[Insert]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_