

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL, LA VISTA, NEBRASKA, TO APPROVE APPLICATION OF JOHN Q. HAMMONS UNDER THE CITY OF LA VISTA ECONOMIC DEVELOPMENT PROGRAM; TO MAKE CERTAIN FINDINGS; TO APPROVE RECOMMENDATIONS, DEVELOPMENT AGREEMENT, LOAN CLASSIFICATION, LOAN APPLICATION, AND GRANT OF \$3 MILLION AND LOAN OF \$18 MILLION; TO SPECIFY CERTAIN CONDITIONS AND AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR SEVERABILITY, PUBLICATION IN PAMPHLET FORM AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

SECTION 1. Findings. The Mayor and City Council find, determine, ratify, affirm and approve the following:

1. The Nebraska Legislature made the following findings in Neb. Rev. Stat. Section 18-2702:
 - a. There is a high degree of competition among states and municipalities in our nation in their effort to provide incentives for businesses to expand or to locate in their respective jurisdictions;
 - b. Municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for the provision of new services or business location or expansion decisions which are tailored to meet the needs of the community;
 - c. The ability of a municipality to encourage the provision of new services or business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole state as well; and
 - d. There is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations, the creation of new businesses, or the provision of new services, by the use of funds raised by local taxation when the voters in the municipality determine that it is in the best interest of their community to do so.
2. Based on these findings, the Legislature enacted the Local Option Municipal Economic Development Act ("Act"), Neb. Rev. Stat. Sections 18-2701 to 18-2738, in 1991, allowing municipalities including cities of the first class in Nebraska to establish economic development programs and use local sources of revenue for financial assistance to qualifying businesses upon voter approval.
3. In 2003, the Mayor and City Council proposed establishing an economic development program and use of local sources of revenue for financial assistance to qualifying businesses. The voters of La Vista approved the proposed economic development program by a majority affirmative vote of registered voters voting at a special election held September 30, 2003.
4. In accordance with said voter approval, the Mayor and City Council subsequently established the economic development program as codified in La Vista Municipal Code Sections 117.01 et seq. ("La Vista Economic Development Program"). In establishing the La Vista Economic Development Program, the Mayor and City Council stated the purpose of the Economic Development Program as giving the City flexibility to quickly respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community or its infrastructure for the location or expansion of services or businesses or rehabilitation of residential neighborhoods in or near the City.
5. Neb. Rev. Stat. Section 18-2738 provides that the powers conferred by the Act shall be in addition and supplemental to the powers conferred by any other law and shall be independent of and in addition to any other provisions of the law of Nebraska.

6. Neb. Rev. Stat. Section 18-2738 further provides that the Act and all grants of power, authority, rights, or discretion to the City under the Act shall be liberally construed, and all incidental powers necessary to carry the Act into effect are expressly granted to and conferred upon the City.
7. Section 117.14 of the La Vista Economic Development Program provides broad authority for the City to provide financial assistance to qualifying businesses, including direct loans and grants to qualifying businesses.
8. The Mayor and City Council have established a Loan Fund under the La Vista Economic Development Program for such loans as the Mayor and City Council may from time to time approve. The Loan Fund is governed by the Loan Fund Terms and Conditions approved by the Mayor and City Council, as amended from time to time.
9. National hotel developer, owner and operator, John Q. Hammons, submitted an application and request for funding under the La Vista Economic Development Program for a hotel and conference center development project in the Southport West area of the City, dated November 22, 2006 ("John Q. Hammons Application"). Total estimated cost of the proposed project is \$110 million. Applicant requests the City provide a \$3 million grant primarily for land for the conference center and parking ("Grant"), and an \$18 million loan to finance part of the estimated \$24 million cost of the conference center and parking construction ("Loan"). Applicant will directly pay or finance all remaining costs of the project.
10. The Program Administrator of the La Vista Economic Development Program made a preliminary determination that the John Q. Hammons Application appeared to be viable pursuant to La Vista Municipal Code Section 117.16(B), based on the following:
 - The John Q. Hammons Application states that the applicant thereunder is a sole proprietor or limited liability company in the tourism-related business, and said application contains a certification that applicant will comply with applicable employment requirements. Consequently, the applicant is eligible under the La Vista Economic Development Program;
 - Proposed direct loan and grant activities described in the John Q. Hammons Application are eligible under the La Vista Economic Development Program;
 - The John Q. Hammons Application indicates, and applicant's general counsel has confirmed, that the applicant does not have any actual or potential legal actions or other risks that may significantly impact its ability to perform; and
 - In the John Q. Hammons Application, the applicant has complied with the application requirements of the La Vista Economic Development Program.
11. The Program Administrator, pursuant to La Vista Municipal Code Section 117.16(C), referred the John Q. Hammons Application to the Application Review Committee of the La Vista Economic Development Program to review the application and any supplemental financial or other information furnished and otherwise perform the duties set forth in applicable provisions of La Vista Municipal Code Section 117.16.
12. Additionally, the Program Administrator advised that a copy of the John Q. Hammons Application was provided to Strategic Advisory Group, the City's consultant which specializes in assessing and advising municipalities regarding hotel and conference center developments that propose private and municipal financing.
13. Presented at this meeting is a copy of the Memorandum that the Program Administrator presented at the meeting of the Application Review Committee regarding the findings of Strategic Advisory Group on the hotel and conference center development proposed in the John Q. Hammons Application. In summary, Strategic Advisory Group concluded that the project described in the application is an excellent opportunity for the City.
14. The Application Review Committee reviewed the John Q. Hammons Application, any supplemental financial or other information furnished, and the above-referenced Memorandum regarding the findings of Strategic Advisory Group; and based on the same, the Application Review Committee found and determined that the applicant under the John Q. Hammons Application demonstrated to the satisfaction of the Application Review Committee:
 - The applicant's eligibility for funding under the La Vista Economic Development Program;

- That the type and amount of assistance requested in the John Q. Hammons Application is appropriate and desirable for the City;
- A desirable level, type and quality of public benefit to the City or its residents from the applicant's proposed use of the funding; and
- That the timing, type, magnitude and probability of public benefit that the Application Review Committee determines is likely to be achieved from the funding is reasonable and efficient in relation to the cost of funding provided.

15. The Application Review Committee recommended approval of the John Q. Hammons Application; and that said application be submitted to the La Vista City Council for consideration of approval and funding ("Application Review Committee Recommendation"); subject, however, to fulfillment of certain conditions to the satisfaction of the Program Administrator; which conditions the Program Administrator advises have been satisfied unless set forth below as continuing conditions of this Ordinance.

16. The Application Review Committee referred a draft of the La Vista, Nebraska Hotel and Conference Center Project Master Development Agreement to the Mayor and City Council for consideration, which agreement, as modified, is presented at this meeting ("Development Agreement").

17. The approved Loan Fund Terms and Conditions require the City Administrator, Treasurer or her designee to classify each application under the Loan Fund based on perceived risk of nonpayment and return in terms of direct and indirect benefit to the City and its residents under the La Vista Economic Development Program, subject to review and approval of the Mayor and City Council in their sole discretion.

18. The City Administrator has reviewed the John Q. Hammons Application and additional or supplemental documents or information ("John Q. Hammons Loan Application"), and in reliance on said John Q. Hammons Loan Application, assistance of professional advisors and other documentation, resources, reports and information provided or obtained, the City Administrator classifies the John Q. Hammons Loan Application as having a perceived low risk of nonpayment and high return in terms of direct and indirect benefit to the City and its residents; and accordingly assigns said loan application a "AAA" classification under the Loan Fund Terms and Conditions.

19. The City Council agrees with the findings, determinations, conclusions and recommendation of the Program Administrator and Application Review Committee with respect to the John Q. Hammons Application and John Q. Hammons Loan Application.

20. The City Council finds and determines that the John Q. Hammons Application and John Q. Hammons Loan Application, and the applicant thereunder, have satisfied all applicable requirements, including requirements of the La Vista Economic Development Program and Loan Fund Terms and Conditions.

21. The City Council desires to accept and approve the recommendation of the Application Review Committee and take further actions with respect to the John Q. Hammons Application and John Q. Hammons Loan Application, subject to such conditions as set forth below.

SECTION 2. Approval. Subject to all conditions specified in this Section and in Section 3 below, the Mayor and City Council hereby approve the following:

1. All findings, determinations, conclusions, proceedings, actions and recommendations of the Program Administrator and Application Review Committee with respect to the John Q. Hammons Application and John Q. Hammons Loan Application are hereby ratified, affirmed, adopted and approved.
2. The Application Review Committee recommendation of approval of the John Q. Hammons Application is hereby accepted, adopted and approved; and said Application is hereby approved.
3. The Development Agreement is hereby approved in form and content presented at this meeting, subject to such revisions as the City Administrator and City Attorney determine necessary or appropriate.
4. The City Administrator's review and classification of the John Q. Hammons Loan Application is hereby ratified, adopted and approved, including her classification of said loan

application as having a perceived low risk of nonpayment and high return in terms of direct and indirect benefit to the City and its residents, and her assignment of a "AAA" classification to said loan application under the Loan Fund Terms and Conditions.

5. The John Q. Hammons Loan Application, \$18 million Loan and \$3 million Grant requested in the John Q. Hammons Application are hereby approved, subject to such loan and other documents, security, instruments and conditions required by the City.

SECTION 3. Conditions. The actions and approvals contained in this Ordinance, including, but not limited to, approval of the City Grant and Loan above, shall be subject to the following conditions, in addition to any other conditions set forth elsewhere in this Ordinance:

1. The John Q. Hammons Application indicated that the applicant thereunder will directly pay or finance through a third party lender the costs of constructing and acquiring the facilities that will not be financed or provided by the City. The City has confirmed appropriate documentation evidencing negotiations with one or more primary lenders for financing construction of the Embassy Suites and the terms on which said financing will be provided. If applicant decides to finance any other part of the project through third party lenders, applicant shall provide the Program Administrator appropriate documentation evidencing negotiations with one or more primary lenders and the terms upon which said financing has been or will be received, within 30 days after said financing is obtained (or by such other date as the Program Administrator determines in her sole discretion). Applicant shall update said documentation from time to time as required by the Program Administrator;
2. Approval, closing, issuance and availability of proceeds of City bond financing to provide the Grant and Loan.
3. Execution of the Development Agreement by the applicant of the John Q. Hammons Application and City, in form and content satisfactory to the City Administrator and City Attorney.
4. Performance and satisfaction of all applicable terms, conditions and requirements of the Development Agreement and Loan Fund.
5. Compliance with all applicable laws, rules and regulations, as enacted or amended from time to time, including but not limited to, requirements of the La Vista Economic Development Program, Local Option Municipal Economic Development Act and all applicable levy, budget or appropriation requirements.
6. Such further information, assurances, certifications, requirements, guarantees or security from applicant as the Program Administrator from time to time may determine necessary or appropriate;

SECTION 4. Authorization of Further Actions. The Mayor and City Clerk are hereby authorized to take such further actions, including executing documents, that they determine necessary or appropriate to carry out the actions approved in this Ordinance.

SECTION 5. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____ 2007.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

235083-1

Memorandum



To: Application Review Committee
From: Program Administrator, Economic
Development Program
Date: 11/28/06
Re: Strategic Advisory Group Review

The City's consultant, Tony Peterman, Strategic Advisory Group, was provided a copy of the John Q. Hammons Application under the City's Economic Development Program.

To summarize the current proposal as set forth in the Application, Mr. Hammons will build, own, operate and maintain a full service Embassy Suites hotel having 257 guest suites and attached 80,000 square foot conference center; as well as a 221-room Marriott Courtyard on an adjacent parcel.

Mr. Hammons will directly pay for or finance approximately 80% of the estimated \$100 million cost of the hotels, conference center, parking and related facilities. Mr. Hammons is asking the City to provide a \$3 million grant primarily for the conference center and parking land, and a loan equal to 80% of the cost to construct the conference center and parking, but not to exceed \$18 million, under the City's economic development program. Mr. Hammons will pay all costs of the conference center and parking in excess of \$18 million.

The loan would be repaid in a single balloon payment at the end of seven years. Mr. Hammons would make regular interest payments in the interim on the outstanding principal. Mr. Hammons would personally guaranty obligations to the City.

Ultimately, when the loan for the conference center and parking is repaid, Mr. Hammons will have paid for approximately 97% of project costs and the City will have recouped approximately 85% of its investment in the project.

Pursuant to his review of the Application, Mr. Peterman advises as follows:

- The old proposal was good for the City, the new/current proposal is simply a flat-out excellent opportunity for the City to realize a full-service hotel and conference center in La Vista.
- The only real risk is JQH's ability to make good on the guarantee of re-paying the \$18 million. Given that the \$18 million is about 1.5% of his net worth, and that he

has in the past made good on that promise despite a poor performing hotel, that risk is minimal.

- In terms of your cash flow and cost-benefit requests, the Embassy Suites only has to do about 35% of JQH's projections in order for the City to cover its annual debt service on the \$3 million [grant]. Nothing that I saw in the Application called for re-thinking the cost benefit.
- Bottom line: the proposed deal is a great opportunity for La Vista; I know many communities that would eagerly pursue an arrangement even on less favorable terms.

If you have any questions, please advise.

RESOLUTION NO. 06-001

A RESOLUTION OF THE APPLICATION REVIEW COMMITTEE OF THE CITY OF LA VISTA, NEBRASKA MAKING DETERMINATIONS AND FINDINGS AND RECOMMENDING THAT AN ECONOMIC DEVELOPMENT PROGRAM APPLICATION SUBMITTED BY JOHN Q. HAMMONS BE APPROVED AND FUNDED BY THE LA VISTA CITY COUNCIL.

WHEREAS, the Mayor and City Council of the City of La Vista proposed an economic development program that was subsequently approved by voters of the City and established in La Vista Municipal Code Section 117.01 et seq pursuant to the Local Option Municipal Economic Development Act, Neb. Rev. Stat. Section 18-2701 et seq. ("City's Economic Development Program"); and

WHEREAS, the Mayor, with approval of the City Council, appointed an Application Review Committee to review and provide recommendations with respect to applications submitted under the City's Economic Development Program; and

WHEREAS, national hotel developer, owner and operator, John Q. Hammons, submitted an application and request for funding under the City's Economic Development Program for a hotel and conference center development project in the Southport West area of the City, dated November 22, 2006 ("John Q. Hammons Application"); and

WHEREAS, upon preliminary determination of viability and referral by the Program Administrator, the Application Review Committee reviewed the John Q. Hammons Application at an open public meeting held on this date, November 28, 2006, and desires to recommend approval and funding of said application to the La Vista City Council.

NOW THEREFORE BE IT RESOLVED, that the Application Review Committee of the City's Economic Development Program hereby makes the findings and determinations set forth in the recitals above, and as follows:

1. The Program Administrator of the City's Economic Development Program made a preliminary determination that the John Q. Hammons Application appeared to be viable pursuant to La Vista Municipal Code Section 117.16(B), based on the following:

- The John Q. Hammons Application states that the applicant thereunder is a sole proprietor or limited liability company in the tourism-related business, and said application contains a certification that applicant will comply with applicable employment requirements. Consequently, the applicant is eligible under the City's Economic Development Program;
- Proposed direct loan and grant activities described in the John Q. Hammons Application are eligible under the City's Economic Development Program;
- The John Q. Hammons Application indicates, and applicant's general counsel has confirmed, that the applicant does not have any actual or potential legal actions or other risks that may significantly impact its ability to perform; and
- In the John Q. Hammons Application, the applicant has complied with the application requirements of the City's Economic Development Program.

2. Consequently, the Program Administrator, pursuant to La Vista Municipal Code Section 117.16(C), referred the John Q. Hammons Application to the Application Review Committee to review the application and any supplemental financial or other information furnished and otherwise perform the duties set forth in applicable provisions of La Vista Municipal Code Section 117.16.

3. In addition, the Program Administrator advised that a copy of the John Q. Hammons Application was provided to Strategic Advisory Group, the City's consultant which specializes in assessing and advising municipalities regarding hotel and conference center developments that propose private and municipal financing.

4. The following draft documents were presented at the meeting of the Application Review Committee to be considered in conjunction with the John Q. Hammons Application: La Vista, Nebraska Hotel and Conference Center Project Master Development Agreement and City of La Vista Economic Development Program Loan Fund.

5. Also presented at the meeting of the Application Review Committee was a Memorandum from the Program Administrator regarding the findings of Strategic Advisory Group on the hotel and conference center development proposed in the John Q. Hammons Application. In summary, Strategic Advisory Group concludes that the project described in the application is an excellent opportunity for the City.

6. The Application Review Committee has reviewed the John Q. Hammons Application, any supplemental financial or other information furnished, and the above-referenced Memorandum regarding the findings of Strategic Advisory Group; and based on the same, the Application Review Committee finds and determines that the applicant under the John Q. Hammons Application has demonstrated to the satisfaction of the Application Review Committee:

- The applicant's eligibility for funding under the City's Economic Development Program;
- That the type and amount of assistance requested in the John Q. Hammons Application is appropriate and desirable for the City;
- A desirable level, type and quality of public benefit to the City or its residents from the applicant's proposed use of the funding; and
- That the timing, type and quality of public benefit that the Application Review Committee determines is likely to be achieved from the funding is reasonable and efficient in relation to the cost of funding provided.

BE IT FURTHER RESOLVED, that the Application Review Committee hereby recommends approval of the John Q. Hammons Application; and that said application shall be submitted to the La Vista City Council for consideration of approval and funding; subject, however, to fulfillment of the following conditions to the satisfaction of the Program Administrator or her designee:

1. Submittal or waiver of the following to the satisfaction of the Program Administrator:
 - a. Applicant business and succession plans; and
 - b. Projected wage information;

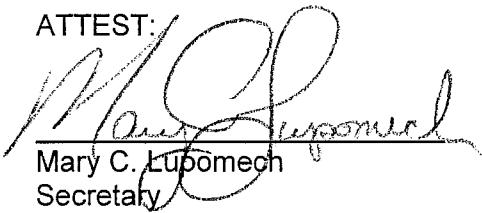
2. Applicant indicated in the application that he will directly pay or finance through a third party lender the costs of constructing and acquiring the facilities that will not be financed or provided by the City. The City has confirmed appropriate documentation evidencing negotiations with one or more primary lenders for financing construction of the Embassy Suites and the terms on which said financing will be provided. If applicant decides to finance any other part of the project through third party lenders, applicant shall provide Program Administrator appropriate documentation evidencing negotiations with one or more primary lenders and the terms upon which said financing has been or will be received, within 30 days after said financing is obtained (or by such other date as the Program Administrator determines in her sole discretion). Applicant shall update said documentation from time to time as required by the Program Administrator;
3. Such further information, assurances, certifications, requirements or guarantees from applicant as Program Administrator from time to time may determine necessary or appropriate;
4. Assessment and approval of applicant credit with respect to requested loan to the satisfaction of Program Administrator;
5. Approval of development agreement for the hotel and conference center project described in the John Q. Hammons Application, in form and content satisfactory to Mayor and City Council. The draft La Vista, Nebraska Hotel and Conference Center Project Master Development Agreement presented at this meeting is referred to the Mayor and City Council for consideration in conjunction with the John Q. Hammons Application;
6. Adoption and establishment of loan fund under the City's Economic Development Program and related parameters and loan documents to satisfaction of Mayor and City Council, as well as fulfillment of the requirements of the loan fund to the satisfaction of the Program Administrator. The draft City of La Vista Economic Development Program Loan Fund presented at this meeting is referred to the Mayor and City Council for consideration in conjunction with the John Q. Hammons Application.

PASSED AND APPROVED THIS 28TH DAY OF NOVEMBER 2006.

CITY OF LA VISTA
APPLICATION REVIEW COMMITTEE


Douglas Kindig, Chairman

ATTEST:


Mary C. Lubomech
Secretary

	Motion	Second	Aye	Nay	Abstain	Absent
Kindig			✓			
Sheehan	✓		✓			
Lindberg		✓	✓			
Birch			✓			

DRAFT

**LA VISTA, NEBRASKA HOTEL AND CONFERENCE CENTER PROJECT
("Project")**

**MASTER DEVELOPMENT AGREEMENT
("Agreement")**

between

**THE CITY OF LA VISTA, NEBRASKA
("City")**

and

**JOHN Q. HAMMONS, REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED
DECEMBER 28, 1989, AS AMENDED AND RESTATED, JQH-LA VISTA RI
DEVELOPMENT, LLC, JQH-LA VISTA CY DEVELOPMENT, LLC and JQH-LA
VISTA III DEVELOPMENT, LLC
("JQH Affiliated Parties")**

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (this "Agreement") is entered into as of _____, 200_____, by and between the City of La Vista, Nebraska, a municipal corporation (the "City"), pursuant to the City's economic development program, John Q. Hammons, individually and sole proprietor, John Q. Hammons, Settlor and Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, ("Trust"), and JQH-La Vista RI Development, LLC, JQH-La Vista CY Development, LLC and JQH-La Vista III Development, LLC ("JQH-La Vista Limited Liability Companies", each of which is a single member Missouri limited liability company, with John Q. Hammons, Trustee of the Trust, being the sole member and manager). For purposes of this Agreement, "Mr. Hammons" shall include John Q. Hammons, both individually and as Trustee of the Trust. John Q. Hammons may elect to carry out any of his obligations hereunder (with the exception of guaranties to be provided) through any of the JQH-La Vista Limited Liability Companies; provided, however, Mr. Hammons shall guaranty the performance thereof. John Q. Hammons, the Trust and the JQH-La Vista Limited Liability Companies ("JQH Affiliated Parties") shall be jointly and severally liable for performance and obligations under this Agreement. Some or all of the JQH Affiliated Parties are doing business as John Q. Hammons Industries or John Q. Hammons Hotels and Resorts.

WITNESSETH

WHEREAS, the Mayor and City Council of the City ("Mayor and City Council") adopted Ordinance No. 919 in accordance with Neb. Rev. Stat. Sections 18-2701 et seq ("Local

Option Municipal Economic Development Act"), as amended by Ordinance No. 921, and thereby established and codified in § 117.01 et seq. of the La Vista Municipal Code an economic development program, which program previously was approved by a majority affirmative vote of registered voters voting at a special election of the City held September 30, 2003 ("City Economic Development Program"); and

WHEREAS, pursuant to Neb. Rev. Stat. Section 18-2705 and Section 117-14 of the La Vista Municipal Code, the City can provide direct loans or grants to qualifying businesses, including loans and grants for fixed assets or working capital or both; and

WHEREAS, "qualifying business," is defined in Neb. Rev. Stat. Section 18-2709 and La Vista Municipal Code Section 117.06 to include a corporation, partnership, limited liability company or sole proprietorship which derives its principal source of income from tourism-related activities; and

WHEREAS, Section 117-07 of the La Vista Municipal Code and Neb. Rev. Stat. Sections 18-2724 and 18-2734 authorize the City to issue bonds without obtaining or the happening of any consent, conditions or things other than complying with applicable statutory provisions of the Local Option Municipal Economic Development Act authorizing bonds for purposes of the Act; and

WHEREAS, Neb. Rev. Stat. Section 18-2738 provides that powers conferred on the City by the Local Option Municipal Economic Development Act shall be in addition to and supplemental to the powers conferred by, and independent of and additional to, any other law of Nebraska. Furthermore, the Act and all grants of power, authority, rights, or discretion of the City under the Act shall be liberally construed, and all incidental powers necessary to carry the Act into effect are expressly granted to and conferred upon the City by the Act; and

WHEREAS, in response to a published public notice and request of the City for developers and destination center concepts for what is now the area of the City known as Southport West, John Q. Hammons caused John Q. Hammons Industries to submit a proposal and on March 9, 2004 the Mayor and City Council declared John Q. Hammons Industries the short listed developer and directed staff to work with John Q. Hammons Industries to develop a proposed concept for a destination center in Southport West; and

WHEREAS, by Resolution No. 04-032, the Mayor and City Council on April 20, 2004 approved a nonbinding terms sheet setting forth a preliminary statement of intent with John Q. Hammons, Trustee of the Trust, for a joint development of a full service hotel and conference center in what is now Southport West; and

WHEREAS, by Resolution No. 04-103, the Mayor and City Council on November 1, 2004 approved a final plat of Southport West, which was subsequently amended on _____; and

WHEREAS, by _____, the Mayor and City Council on _____ approved a Planned Unit Development overlay of Southport West, which was subsequently amended on _____ ("PUD"); and

WHEREAS, the Mayor and City Council and John Q. Hammons have determined that there is a unique opportunity at this time for the development of a marquee project in Southport West that could prove to be a catalyst for further development and economic activity for the City and Sarpy County; and

WHEREAS, Sarpy County and the City currently lack sufficient hotel, public meeting and conference space; and

WHEREAS, John Q. Hammons and City desire to have John Q. Hammons design, develop, construct, equip, furnish, acquire, operate and maintain at his sole cost and expense two hotels - a full service Embassy Suites Hotel having 257 room suites and a limited service Marriott Courtyard Hotel having 221 rooms ("Hotels"); and

WHEREAS, John Q. Hammons and City further desire to have John Q. Hammons, at his sole cost and expense, design, develop, construct, equip, furnish, acquire, operate and maintain a conference center connected to the Embassy Suites Hotel and having no less than 40,000 square feet of net rentable ballroom and meeting space ("Conference Center"), and parking sufficient for the Hotels and Conference Center as shown on the Site Plan described in Section 4 below ("Parking"), taking into account any adjacent parking available for use of customers of the Project in accordance with applicable City laws and regulations; and

WHEREAS, John Q. Hammons will directly pay or independently obtain financing to design, develop, construct, equip, furnish and acquire the Hotels. John Q. Hammons desires that the City under the City Economic Development Program, provide him a direct grant of \$3 million primarily for land acquisition for the Conference Center and Parking, and a loan to finance and pay part of the actual cost of designing, developing, constructing, equipping, furnishing and acquiring the Conference Center and Parking, which financing shall not exceed \$18 million and shall be fully repaid to the City (and if made to any of the JQH-La Vista Limited Liability Companies, shall be guaranteed by Mr. Hammons). John Q. Hammons will directly pay or independently finance costs and expenses to complete the design, development, construction, equipping, furnishing and acquisition of the Conference Center and Parking in excess of the \$18 million provided by the City. Total cost of the Conference Center and Parking currently is estimated to be \$24 million, including land costs; and

WHEREAS, City, by entering this Agreement, determines that it is in the best

interests of the residents and taxpayers of the City to facilitate the construction of the Conference Center and Parking to provide meeting, reception, conference and similar event facilities and thereby enhance tourism within the City by providing the grant and financing described above under the City Economic Development Program; and

WHEREAS, the City further determines that the Conference Center and the interests of the residents and taxpayers of the City shall best be served by the construction of the Hotels in conjunction with the Conference Center to provide room accommodations and other services to the Conference Center; and

WHEREAS, the City and John Q. Hammons agree that the development, construction, equipping, furnishing, acquisition, operation and maintenance of the Hotels and the Conference Center, Parking and related improvements (the "Project") as described herein is in the best interests of the City and John Q. Hammons; and

WHEREAS, on November 22, 2006, John Q. Hammons submitted an application and supplemental information requesting the City's grant and loan under the City Economic Development Program as described above ("EDP Application"); and

WHEREAS, the Program Administrator of the City Economic Development Program reviewed the EDP Application and, pursuant to La Vista Municipal Code Section 117.16, made a preliminary determination that said EDP Application appeared to be viable and referred the EDP Application to the Application Review Committee of the City Economic Development Program ("Application Review Committee"), along with drafts of a loan fund document and this Agreement, and findings of City consultant, Strategic Advisory Group, on the Project as proposed in the EDP Application; and

WHEREAS, the Application Review Committee reviewed said EDP Application, drafts and Strategic Advisory Group findings, and on November 28, 2006 adopted Resolution No.

_____ recommending approval of the Application to the La Vista City Council and submitting the Application to the Council for consideration of approval and funding; and

WHEREAS, at an open public meeting of the Mayor and City Council of La Vista held on February 6, 2007, the City Council considered said EDP Application, draft of the loan fund, this Agreement, Strategic Advisory Group findings, recommendations of the Application Review Committee, and findings of _____, and adopted Ordinance(s) No(s).

_____ approving, among other things, the EDP Application, establishment of the City loan fund, City loan fund documents, and this Agreement, and further approving the requested grant and loan funding, subject to such conditions set forth in said Ordinance(s) or in this Agreement; and

WHEREAS, the City and John Q. Hammons have negotiated terms for the design, construction, ownership, operation, financing, use and maintenance of the Hotels, Conference Center, Parking and related improvements as more particularly set forth herein.

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

1. Purpose and Construction.

1.1 Purpose. The purpose of this Agreement is, as described in the foregoing recitals, to set forth the agreement of the parties to cooperate to facilitate the development, construction, financing and operation of the Project. All parties hereto desire to cooperate to ensure that the Project is developed, constructed and operated in a harmonious and efficient manner. This Agreement shall be interpreted in such manner as may be most consistent with the foregoing purpose.

1.2 Definitions. Capitalized terms used herein shall have the meanings set forth in the foregoing recitals and in the text of this Agreement.

1.3 Entire Understanding. This Agreement supersedes in its entirety any other agreements, verbal or written, concerning the development, construction, equipping, furnishing, acquisition, ownership, financing, operation, use or maintenance of the Project and the other subject matter dealt with herein. This Agreement, together with all other agreements and instruments incorporated into this Agreement by reference or executed by the parties in connection herewith, sets forth the entire understanding of the parties with respect thereto.

2. Overview of Project. This Agreement outlines the parties' respective rights and obligations regarding the design, development, construction, equipping, furnishing, acquisition, ownership, financing, operation, use and maintenance of the Project. The Project shall include in a single development and on adjoining parcels located in Southport West a full service Embassy Suites Hotel with not less than 257 rooms, limited service Marriott Courtyard Hotel with not less than 221 rooms, Conference Center connected and conveniently accessible to and from the Embassy Suites Hotel through common wall, and sufficient Parking for the Hotels and Conference Center as shown on the Site Plan described in Section 4 below, taking into account adjacent parking available for use of customers of the Project in accordance with applicable City laws and regulations, all constructed in accordance with the building plans and specifications for the Hotels, Conference Center, Parking and related improvements ("Construction Plans") prepared by John Q. Hammons and approved by the City. The Site Plan (described below), Construction Plans and design of the Project and its components shall integrate the various facilities and elements of the Project in a compatible, functional and aesthetically pleasing manner; and John Q. Hammons shall provide a copy of the same to the City along with a detailed breakdown of all costs of designing, constructing, equipping and furnishing the Conference Center, Parking and related improvements for review and approval of the City. Each

Hotel shall include “La Vista” in its name and contain no other name than that of the hotel franchisor. The Conference Center shall be named the La Vista Conference Center, unless otherwise approved by the Mayor and City Council.

2.1 Conference Center. The Conference Center shall be not less than 40,000 square feet of net rentable ballroom, meeting and conference space, that is sufficiently flexible to easily allow reconfiguration into multiple meeting rooms of varying sizes, dimensions and configurations. Final square footage, design, dimensions, equipment, materials, furnishings, finishes and other features of Conference Center shall be subject to approval of the City; which approval shall not be unreasonably withheld with respect to any such matter the requirements of which are not specified by City ordinances or other applicable laws, rules or regulations. The Conference Center and Parking shall be financed, developed, constructed, owned, operated, and maintained in accordance with all relevant John Q. Hammons Hotels & Resorts brand standards for meeting space in a full service hotel, which standards John Q. Hammons represents and warrants are and shall continue during this Agreement to be equal to or higher than Hilton brand standards for meeting space in a full service hotel. The cost of John Q. Hammons to develop, construct and furnish the Conference Center and Parking currently is estimated to be \$24 million, including land costs.

2.2 The Hotels. The Hotels shall at all times be a full-service Embassy Suites Hotel containing a minimum of 257 guest rooms/suites, and limited service Marriott Courtyard Hotel containing a minimum of 221 guest rooms, at all times financed, developed, constructed, owned, operated, and maintained in accordance with, and including all amenities associated with, all relevant Embassy Suites and Marriott Courtyard brand standards, respectively. The cost of John Q. Hammons to construct,

equip and furnish the Hotels currently is estimated to be \$87 million. John Q. Hammons' construction of the Hotels, Conference Center and Parking, as represented, are material inducements for the grant and loan financing provided by the City for the Conference Center and Parking as described below.

2.3 City Economic Development Authority. The City enters this Agreement pursuant to the Local Option Municipal Economic Development Act and the City Economic Development Program approved by voters and established by the City, as codified in Sections 117-01 et seq of the La Vista Municipal Code and incorporated herein by this reference. All actions, requirements and performance in or under this Agreement or otherwise in furtherance of the Project shall be authorized under and carried out in accordance with the Local Option Municipal Economic Development Act and City Economic Development Program. The City is authorized by the voter-approved Program, Section 117-07 of the La Vista Municipal Code and Neb. Rev. Stat. Sections 18-2724 and 18-2734 to issue bonds for the Project without obtaining consent of any instrumentality of the State or the happening of any other proceedings, conditions or things other than those proceedings, conditions, or things specifically required by applicable provisions of the Local Option Municipal Economic Development Act authorizing cities to issue bonds for purposes of the Act.

Pursuant to Neb. Rev. Stat. Section 18-2738, powers conferred on the City by the Local Option Municipal Economic Development Act shall be in addition to and supplemental to powers conferred by any other law and shall be independent of and in addition to any other provisions of the law of Nebraska. The Act and all grants of power, authority, rights, or discretion of the City under the Act shall be liberally construed, and

all incidental powers necessary to carry the Act into effect are expressly granted to and conferred upon the City by the Act.

3. Property. The Project shall be constructed in the area of the City known as Southport West.

John Q. Hammons currently owns an approximately 21 acre site identified on attached Exhibit _____, which he shall divide into three separate but adjacent lots, in accordance with the Site Plan, by replat, subject to approval of City, the dimensions and boundaries of which lots John Q. Hammons shall determine by metes and bounds survey pursuant to Section 6.9 below, a copy of which he shall provide to the City. The Conference Center and Parking shall be located on the lot(s) identified on attached Exhibit _____ (the "Conference Center and Parking Site"); and the Hotels shall be located on the lot(s) identified on attached Exhibit _____ (the "Hotels Site"). John Q. Hammons shall own the Conference Center and Parking Site and Hotels Site.

3.1 Conference Center and Parking Site. The City shall provide a grant to John Q. Hammons of Three Million Dollars (\$3,000,000) for land acquisition costs primarily associated with acquisition of the Conference Center and Parking Site ("EDP Grant"). The EDP Grant shall be subject to the following conditions to be satisfied on or before the Closing Date, unless otherwise specified, and remain satisfied through Bond Closing, EDP Construction Loan Closing and disbursement of the EDP Grant and EDP Construction Loan:

- i. Conveyance of the Conference Center and Parking Site to John Q. Hammons;
- ii. John Q. Hammons shall deliver to City no later than April 16, 2007, a current commitment for an ALTA Form Mortgagee Policy of Title Insurance satisfactory

to City and described in Section 14 below showing that merchantable record fee simple title to the Conference Center and Parking, and Conference Center and Parking Site, is vested solely in John Q. Hammons, and is not subject to any liens or encumbrances;

iii. Commencement of construction and proceeding to completion and opening of the Hotels, Conference Center and Parking in accordance with the dates and schedules set forth in Section 8 below;

iv. Issuance and sale of bonds by City in form and content satisfactory to the Mayor and City Council, as described in Section 6 below;

v. Loan documents, promissory note and security executed and delivered in form and content satisfactory to the Mayor and City Council for the EDP Construction Loan to John Q. Hammons described below to construct the Conference Center and Parking;

vi. First deeds of trust to Conference Center and Parking Site, and Conference Center and Parking, and any other requirements and security specified by and executed and delivered in form and content satisfactory to the Mayor and City Council, for the EDP Grant and EDP Construction Loan;

vii. Guaranties satisfactory to the Mayor and City Council provided by Mr. Hammons of obligations with respect to the EDP Grant and EDP Construction Loan; and

viii. The EDP Grant shall be paid to John Q. Hammons within 90 days after completion of all conditions specified in subsections i through vii above within the times specified (“Grant and Loan Conditions”).

4. Project. The Project shall consist of the Hotels, Conference Center, Parking and related infrastructure, equipment, fixtures, furnishings, landscaping, pedestrian facilities and other improvements.

4.1 Construction Plans. The Hotels, Conference Center and Parking shall be constructed, equipped and furnished by John Q. Hammons in compliance with the approved Construction Plans. The preceding sentence shall not restrict John Q. Hammons' ability to use change orders during Project construction and make substitutions of materials of equal or better quality in his sole discretion. Provided, however, that any change order that would reduce the quality of materials or workmanship or deviate from the design, size, or quality of the Project or any facility, structure, component, feature or part thereof, or constitute a material change from the Construction Plans approved by the City, shall be subject to prior approval of the City.

4.2 Site Plan. John Q. Hammons prepared and submitted for Mayor and City Council approval a final plan for the design and layout of the Project Site for the Embassy Suites Hotel, Conference Center and Parking, a copy of which is attached as Exhibit _____; and John Q. Hammons shall prepare and submit for Mayor and City Council approval a final plan for the design and layout of the Project Site for the Marriott Courtyard Hotel no later than April 6, 2007 (the final site plans for all of the facilities as approved by the City shall be referred to herein together as "Site Plan"). John Q. Hammons agrees to incorporate such modifications to the Site Plan as specified by the City. John Q. Hammons shall construct the Project in strict compliance with the Site Plan approved by the City.

4.3 Construction and EDP Construction Loan. John Q. Hammons shall pay for constructing, equipping and furnishing the Hotels, Conference Center, Parking and related improvements. Provided, however, that, subject to the Grant and Loan Conditions described above and satisfaction of any requirements established by the City for loans under the City Economic Development Program, City shall, pursuant to the City

Economic Development Program, provide John Q. Hammons a loan of up to \$18 million for him to use to pay actual costs to construct the Conference Center, Parking and related improvements, furnishings and equipment, in accordance with the schedule set forth in Section 8, and with loan, promissory note, security and other agreements, documentation and/or instruments satisfactory to the Mayor and City Council (“EDP Construction Loan”). John Q. Hammons will, independently of the City financing, finance costs and expenses to complete the design, development, construction, equipping, furnishing and acquisition of the Conference Center and Parking in excess of the \$18 million of financing provided by the City.

Upon Closing, City shall make disbursements of the EDP Construction Loan in installments to John Q. Hammons and/or Contractor as the work on the Conference Center and Parking is completed, subject to such conditions and in the manner set forth in the EDP Construction Loan documents, upon presentation and verification of accurate and complete progress payment requests and other documentation required by the City representing costs incurred for work actually completed and incorporated into the Conference Center, Parking and related improvements satisfactory to City. John Q. Hammons shall submit requests for disbursements of the EDP Construction Loan to the City monthly. The City shall make such disbursements within fifteen (15) days after approval of requests by the Mayor and City Council. With respect to progress payment requests, City will disburse and John Q. Hammons will pay a pro rata share of each such progress payment based on the percentage of construction completed and the portion of the total estimated cost of the Conference Center and Parking that City shall finance and John Q. Hammons shall directly pay or finance through a third party as provided herein, less required retainage.

John Q. Hammons shall repay the entire principal of the EDP Construction Loan in a single balloon payment no later than July 31, 2014. Until the loan principal is repaid in full, John Q. Hammons shall make quarterly interest payments on the total amount of EDP Construction Loan proceeds from time to time disbursed. The annual interest rate of the EDP Construction Loan will be equal to the average coupon rate of the City bond issue approved by the Mayor and City Council to provide funding for the EDP Grant and EDP Construction Loan. City may include amounts for payment of issuance costs in the amount of the bond issue. City shall have the option to designate a person or entity to assume and carry out any or all of its rights or responsibilities associated with administering the EDP Construction Loan.

5. Closing. The Closing of the City bond financing and EDP Grant and EDP Construction Loan to John Q. Hammons under the City Economic Development Program shall take place on or before August 1, 2007 (the "Closing Date"). In the event this Agreement is terminated because any condition of Closing or set forth in Section 6 or 7 has not been met, the parties hereto shall be relieved from any liability or further obligation hereunder. Specifically, the City shall not be obligated to close on the City bonds or provide the EDP Grant or EDP Construction Loan to John Q. Hammons under the City Economic Development Program, and if the City already has performed, it shall be entitled to full and immediate repayment and reimbursement of the EDP Grant, EDP Construction Loan and related costs and expenses, and any other consideration or performance provided, in addition to any costs or expenses incurred to obtain said repayment or reimbursement (including, but not limited to, reasonable attorneys fees and court costs).

Closing of the City bond financing shall occur on or before 12:30 p.m. on July 31, 2007 ("Bond Closing"), and closing of the EDP Grant and EDP Construction Loan shall commence at

1:00 p.m. on August 1, 2007 ("EDP Construction Loan Closing). The EDP Construction Loan Closing shall be held at the La Vista City Hall, La Vista, Nebraska, unless otherwise agreed. The Bond Closing shall take place at such place or places and in such manner as the City shall determine by written bond purchase agreement or otherwise.

6. Conditions Precedent to the City's Obligations Hereunder. The obligations of the City are subject to the following conditions, which must be satisfied on or before June 19, 2007, unless otherwise specified, and remain and continue to be satisfied through the Closing Date, Bond Closing, EDP Construction Loan Closing and at all times any portion of the EDP Construction Loan is outstanding:

6.1 John Q. Hammons Representations and Warranties. No material breach of any condition of this Agreement or representation or warranty by any of the JQH Affiliated Parties set forth herein.

6.2 Developer Compliance. John Q. Hammons submitted an application under the City Economic Development Program for the EDP Grant and EDP Construction Loan on November 22, 2006. No later than February 6, 2007, he will comply with all application requirements, and no later than June 19, 2007, with any other requirements of the City Economic Development Program, including requirements established by the City for loans under said Program, and any City requests for information; and at all times comply with all applicable laws, rules, regulations, policies and procedures of the City. The City loan fund document, EDP Application and all information submitted by or on behalf of John Q. Hammons in any way related to the application, City Economic Development Program, City loan fund, EDP Grant, EDP Construction Loan or the Project described in this Agreement are incorporated herein by this reference. Provided, however, that proprietary or commercial information that John

Q. Hammons provides to the City and desires to remain confidential shall remain confidential and not be publicly disclosed. John Q. Hammons shall clearly specify the information that is to remain confidential. City shall maintain the confidentiality of said information and not publicly disclose it unless disclosure is required by court order or the Nebraska Attorney General; provided, however, that the City shall be entitled to provide any such confidential information to designees of the City on a limited basis for purposes of analysis, assessment or decision related to the Project or matters arising under this Agreement, and such analysis, assessment or decision incorporating or including any such confidential information may be publicly disclosed as the Program Administrator or Mayor and City Council determine necessary or appropriate.

6.3 Conditional Use Permit. John Q. Hammons applied for and obtained a conditional use permit for the Embassy Suites Hotel and Conference Center and Parking. John Q. Hammons shall apply no later than April 6, 2007, and no later than June 19, 2007 satisfy any requirements to obtain, a conditional use permit for the Marriott Courtyard. All conditional use permits shall be subject to approval of the Mayor and City Council.

6.4 Document Submission. Loan agreement, promissory note, first deeds of trust, guaranties of Mr. Hammons (described in Section 18.3 below), financing statements and related documents and security in form and content, and containing such conditions, satisfactory to the Mayor and City Council for the EDP Grant, EDP Construction Loan and related security shall on or before June 6, 2007 be negotiated by John Q. Hammons and City and submitted for approval of Mayor and City Council; which documents shall include, among other matters, provisions relating to environmental matters with respect to the Hotels Site and Conference Center and Parking Site.

6.5 Preliminary Design. John Q. Hammons has submitted to City preliminary design and cost estimates of the Embassy Suites Hotel, Conference Center, Parking and related improvements, which design (and cost estimates for the Conference Center and Parking) shall be subject to approval of the City. John Q. Hammons shall submit to City on or before April 6, 2007 preliminary design and cost estimates of the remainder of the Project, including the Marriott Courtyard, which design shall be subject to approval of the City.

6.6 Completion of All Exhibits. Except as otherwise provided by the City or herein, a complete set of exhibits to this Agreement as referenced herein shall be included with this Agreement when submitted to the Mayor and City Council for approval and executed by the parties.

6.7 City Approval. Approval of this Agreement, City loan fund and related documents, John Q. Hammons' application under the City Economic Development Program, the Project, EDP Grant and EDP Construction Loan, City bond financing, documentation of the EDP Grant and EDP Construction Loan and related security in form and content satisfactory to the City, and all other approvals of the City as provided in this Agreement, or otherwise required by the City Economic Development Program or other applicable laws, and expiration of all referendum, limited referendum and other rights of contest without filing of a referendum or limited referendum petition or other action contesting any such approval. In connection with the EDP Construction Loan Closing, John Q. Hammons will provide all information, representations, certifications, disclosures, opinions, agreements and assurances the City determines necessary.

6.8 City Financing. Bond Closing without legal contest (based upon standard nonlitigation certificate) of one or more City bond issues under the City Economic

Development Program shall have occurred, and proceeds of said bond issue shall be available to the City for the EDP Grant and EDP Construction Loan, on terms and conditions satisfactory to the Mayor and City Council in their sole discretion, including, but not limited to, aggregate principal amount, interest rate, repayment terms (not exceeding the remaining duration of the City Economic Development Program at the time the bonds are issued), lender, debt service and issuance costs. Annual debt service on said financing shall not exceed \$2.0 million, or such lesser amount as may from time to time be required by the City Economic Development Program or other applicable law. In connection with the City's issuance of bonds, John Q. Hammons will provide all information, representations, certifications, disclosures, opinions and assurances the City determines necessary.

6.9 Replat. On or before March 9, 2007, replat application filed by John Q. Hammons with the City establishing by metes and bounds survey three separate but adjacent lots owned by John Q. Hammons comprising the Conference Center and Parking Site (as indicated on attached Exhibit _____), and the Hotels Site (as indicated on attached Exhibit _____), subject to approval of Mayor and City Council.

6.10 Government Approvals. Approval of all applicable governmental authorities shall be obtained and the Project and all aspects thereof shall be authorized under all applicable laws, rules and regulations. All costs to obtain governmental approvals, permits, fees or authorizations shall be a cost of John Q. Hammons.

6.11 Insurability. City's interests in the Project shall be insurable at John Q. Hammons' cost in such amounts and coverages and on such terms and conditions as are satisfactory to the Mayor and City Council. John Q. Hammons shall provide commitments and certificates of insurance required by Section 14 below.

6.12 Infrastructure, Taxes and Other Costs. John Q. Hammons will pay all special assessments, property taxes, permit fees, connection fees and other taxes and charges at any time levied or assessed against any real or personal property of the Project, as well as costs assessable against the Project for improvements that have been made but not assessed or levied.

6.13 Construction. John Q. Hammons shall have entered a construction contract for the construction of the Project, satisfactory to the Mayor and City Council, which includes as a part thereof construction and acquisition of the Conference Center, Parking, and all structures, facilities and equipment connected to, servicing or otherwise affecting the Conference Center or Parking ("Construction Contract"). John Q. Hammons and Contractor shall commence construction of the Embassy Suites Hotel no later than March 9, 2007, and shall commence construction of the Conference Center, Courtyard and Parking no later than August 1, 2007, and diligently proceed to completion of construction and opening in accordance with dates and schedules set forth in Section 8 below.

6.14 Other Information. For each closing under this Agreement, John Q. Hammons agrees to provide all information, certifications, assurances, agreements and legal opinions as City may require in connection with said closing.

6.15 Franchise/Brand Standards. John Q. Hammons shall at all times maintain at the Hotels a current, accurate and complete set of all applicable franchise and brand standards for the Hotels, and John Q. Hammons shall maintain at the Conference Center, a current set of all applicable franchise and brand standards for the Conference Center and Parking. John Q. Hammons shall immediately upon request provide City access to said standards for review. Before the Project is completed, John Q. Hammons shall

maintain said franchise and brand standards for said review of the City at such location satisfactory to the City which is within 15 miles of the Project.

6.16 Satisfaction of Other Conditions. Fulfillment of Grant and Loan Conditions set forth in Section 3 above and all other conditions set forth in this Agreement and/or any exhibit or instrument of or referred to in this Agreement.

7. Conditions Precedent to the Developer's Obligation to Close. The obligations of John Q. Hammons are subject to the following conditions, which must be satisfied on or before June 19, 2007, unless otherwise specified.

7.1 City Representations and Warranties. No material breach of any representation or warranty by the City set forth herein shall exist as of June 19, 2007 or the Closing.

7.2 Completion of All Exhibits. City and John Q. Hammons shall agree to the form and content of the items to be attached as exhibits to this Agreement.

8. Project Construction. Subject to approval of the Mayor and City Council, John Q. Hammons shall select and contract with a competent general contractor authorized to do business in Nebraska (“Contractor”) to construct the Project in accordance with the approved Construction Plans, Site Plan, this Agreement and all applicable laws, rules, regulations and franchise and brand requirements. John Q. Hammons shall design and build the Hotels in accordance with all Embassy Suites and Marriott Courtyard franchise and brand standards applicable to the particular facility as required by this Agreement, and the Conference Center and Parking in accordance with all relevant John Q. Hammons Hotels & Resorts brand standards applicable to meeting spaces in a full service hotel, which standards John Q. Hammons represents and warrants are and shall continue during this Agreement to be equal to or higher

than Hilton brand standards for meeting space in a full service hotel. John Q. Hammons shall be responsible for supervising the Contractor and for progress of the work.

John Q. Hammons' agreement with Contractor shall require Contractor to comply with all applicable terms and conditions of this Agreement. John Q. Hammons shall require in his contract with Contractor that Contractor will pay in a timely manner to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of such contract; and shall further provide that the final 10% of the contract price for the Hotels, Conference Center and Parking shall not be paid to Contractor until final completion of the Construction Contract and acceptance of the work to the satisfaction of City, including satisfactory lien waivers from all subcontractors and satisfactory evidence of the Contractor's payment of subcontractor, labor, materials and the required unemployment combined tax and interest. Further, John Q. Hammons agrees that the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to the hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.

During and after construction of the Project , John Q. Hammons shall have all responsibility, liability and risk of loss for the Project and shall maintain property and general liability insurance on the Project, satisfactory to City, as is sufficient to fully insure against such liabilities and risks. In addition, John Q. Hammons shall require in the Construction Contract that Contractor maintain liability and property damage insurance (including builder's risk) satisfactory to City. Insurance required by this Agreement shall in all cases be written by an insurer authorized to do business in Nebraska, in form, content and amounts satisfactory to City,

and shall name City and its designees as mortgagees and additional named insureds. In addition, the insurance requirements set forth in Section 14 below shall be satisfied.

8.1 Time for Completion.

8.1.1 Embassy Suites Hotel. Construction of the Embassy Suites Hotel shall begin on or before March 9, 2007, following issuance of a building permit. Developer shall complete and open the Embassy Suites Hotel on or before January 9, 2009. The Embassy Suites Hotel will be considered completed when all improvements, equipment and furnishings have been completed in accordance with the applicable Embassy Suites Hotel Construction Plans and the hotel passes a final inspection and receives a Certificate of Occupancy from the City of La Vista, Nebraska.

8.1.2 Marriott Courtyard Hotel, Conference Center and Parking.

Construction of the Marriott Courtyard Hotel, Conference Center and Parking shall begin on or before August 1, 2007, following issuance of a building permit. John Q. Hammons shall complete and open the Conference Center and Parking on or before January 9, 2009, and the Marriott Courtyard Hotel on or before March 1, 2009. The Marriott Courtyard Hotel, Conference Center and Parking will be considered completed when all improvements, equipment and furnishings have been completed, installed and provided in good and working condition in accordance with the applicable Marriott Courtyard Hotel, Conference Center and Parking Construction Plans and to the satisfaction of City, and the Marriott Courtyard Hotel, Conference Center and Parking pass a final inspection and receive Certificates of Occupancy from the City of La Vista, Nebraska.

9. Project Ownership. The Project shall include two Hotels, a Conference Center, Parking and related amenities. John Q. Hammons shall own the Hotels, Conference Center and Parking.

10. Project Costs. John Q. Hammons shall pay all costs and expenses of or associated with financing, designing, developing, constructing, equipping, acquiring, furnishing, landscaping, operating and maintaining the facilities and Project in accordance with all applicable Construction Plans, Site Plan, brand standards, and any other agreements, documents or instruments approved by the parties that are related to the financing, design, development, construction, equipping, acquiring, furnishing, landscaping, operation or maintenance of the Project. City shall provide John Q. Hammons the EDP Grant and EDP Construction Loan described above. John Q. Hammons shall from time to time as requested provide City access to the Project during and after construction, and to all documentation of John Q. Hammons related to the Project.

11. Project Quality. The Embassy Suites Hotel shall be constructed, operated and maintained at all times as a full-service Embassy Suites Hotel, and the Marriott Courtyard Hotel shall be constructed, operated and maintained at all times as a limited service Marriott Courtyard Hotel. The Conference Center and Parking shall be constructed, operated and maintained at all times in accordance with all John Q. Hammons Hotels & Resorts brand standards for meeting space in a full-service hotel, which standards John Q. Hammons represents and warrants are and shall continue during this Agreement to be equal to or higher than Hilton brand standards for meeting space in a full service hotel. John Q. Hammons shall construct, maintain and operate the Hotels, Conference Center and Parking so that they comply with all applicable brand standards and requirements.

John Q. Hammons shall in a timely, good and workmanlike manner carry out, make, and pay all costs of, all operations, and all capital and operating maintenance, replacements and repairs, of or associated with the Hotels, Conference Center, Parking and related improvements. John Q. Hammons shall develop, update, maintain and fund for the expected life of the facilities a schedule of all expected capital and operating maintenance, replacements and repairs, and cash reserves that will be set aside from operations for capital replacements and repairs, for the Hotels, Conference Center and Parking by year. All maintenance, operations, replacements and repairs shall be scheduled and carried out in accordance with the applicable brand standards described above. The schedules and funding of reserves for capital replacements and repairs for the Embassy Suites Hotel, Conference Center and Parking shall be subject to review and approval of the City so long as any amount of the EDP Construction Loan is outstanding. John Q. Hammons shall separately account for and allow the City from time to time to review all such schedules, reserves and expenditures for maintenance, replacements and repairs.

12. Project Management. John Q. Hammons shall at all times manage and operate, and pay all costs related to the ownership, management and operation of, the Hotels and, except in the event of City foreclosure and assumption of management for nonpayment under the EDP Construction Loan or other default, John Q. Hammons shall at all times manage and operate, and pay all costs related to the ownership, management and operation of, the Conference Center and Parking. Management of the Project shall at all times meet or exceed the brand standards applicable to the particular facilities as provided in this Agreement.

12.1 City or its designee shall have the option each calendar year to use the Conference Center and related Parking for a total of up to 10 days or nights subject to availability at no cost or expense to the City, except for the actual cost of food and beverages consumed and labor. In addition, City shall have the right to use the

roofs of the Hotels and/or Conference Center for governmental or community structures, equipment, uses or purposes so long as they are unobtrusive and do not interfere with the principal use of the facility, subject to any franchisor approval required by applicable franchise agreements.

13. Property Taxes and Assessment. John Q. Hammons shall timely pay all property taxes, assessments, special taxes and associated interest and costs at any time and from time to time assessed or levied on or in relation to the Project and/or any real or personal property or improvements thereof, thereon or therein.

14. Insurance. John Q. Hammons at his sole cost shall obtain and maintain in effect at all times until the EDP Construction Loan is repaid in full insurance fully insuring the Hotels, Conference Center, Parking and all equipment, furnishings and improvements of the Project against all losses, claims, liabilities and damages, with such coverages, limits, terms, endorsements and conditions, and written by such insurer authorized to do business in Nebraska, as satisfactory to the Mayor and City Council, and naming the City as a mortgagee and an additional named insured. By way of specification, and not limitation, of the foregoing, John Q. Hammons shall maintain fire and extended coverage insurance insuring the improvements and buildings with respect to which the City has a deed of trust or other security interest in an amount not less than the greater of full replacement cost of the improvements and buildings or the outstanding balance of the EDP Construction Loan. Such insurance policy shall contain a standard mortgage clause in favor of the City and shall not be cancelable, terminable or modifiable without thirty (30) days prior written notice delivered to City. John Q. Hammons shall deliver current certificates of insurance to City before Closing and maintain current certificates on file with the City until the EDP Construction Loan is repaid in full.

John Q. Hammons also shall deliver to City a current commitment for an ALTA Form Mortgagee Policy of Title Insurance to be issued in favor of City, with endorsements thereto which City may require, including but not limited to a comprehensive endorsement or its equivalent, insuring City's interest in the Conference Center and Parking, and Conference Center and Parking Site, for the full potential amount of the EDP Grant and EDP Construction Loan and the first lien priority of the deed of trust securing obligations of John Q. Hammons under this Agreement or the promissory note, together with legible copies of the exceptions to title reflected therein. The Policy shall be in form and content satisfactory to City and shall be issued by an insurer approved by City prior to the closing of the EDP Construction Loan, with standard exceptions deleted by endorsement with respect to mechanics' liens; rights of parties in possession; easements not shown by public records; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and visual inspection of the Property would disclose. The policy shall be delivered to City within thirty (30) days following the closing of the EDP Construction Loan.

15. Representations and Warranties of the City. The City hereby represents and warrants to John Q. Hammons (on which any Permitted Mortgagee of John Q. Hammons shall be entitled to rely) that the following statements are true as of the date hereof and shall be true as of the date of Closing.

15.1 Due Authority; No Conflict. The City, subject to Neb. Rev. Stat. sections 18-2501 et seq and 19-3701, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with their terms. The

consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

15.2 Survival of City's Representations and Warranties. All representations and warranties of the City hereunder shall survive the Closing indefinitely.

16. Representations and Warranties of JQH Affiliated Parties. Each of the JQH Affiliated Parties executing this Agreement represents and warrants to the City that the following representations and warranties are true as of the date hereof, and shall be true as of the Closing Date, Bond Closing, EDP Construction Loan Closing and at all times until the EDP Construction Loan is fully repaid.

16.1 Due Organization. John Q. Hammons is the settlor and trustee of the Trust who, along with the Trust, has authority to do business in the State of Nebraska. Each of JQH Affiliated Parties that is an entity or association has been duly organized and formed, and is in existence and good standing, as the type of entity or association specified above, under the laws of Missouri or such other State as specified above, and has qualified and authority to do business in the State of Nebraska.

16.2 Due Authority; No Conflict. Each of the JQH Affiliated Parties has all requisite power and authority to execute and deliver this Agreement and to carry out the obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the proper JQH Affiliated Parties and constitute the legal, valid and binding obligation of the

parties thereto in accordance with the terms thereof. The consummation by JQH Affiliated Parties of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of any organizational document, agreement or instrument , or any applicable law, ordinance, rule, regulation, order, judgment or decree of any court, arbitrator or governmental authority.

16.3 Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of any of the JQH Affiliated Parties in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated.

16.4 Other Conference Center Interests. None of the JQH Affiliated Parties shall, without prior written approval of City, at any time directly or indirectly own, develop, manage or have any interest whatsoever in any conference center or meeting, banquet, reception or similar facility or space within 25 miles of the Conference Center, or in any revenues or income thereof or thereon, except for any such facilities or space constructed, existing and in use, and to the extent of and no greater than such interest and use existing, on the date this Agreement is executed. Furthermore, JQH Affiliated Parties shall use their best efforts to fill the Conference Center with appropriate meetings, functions and events that make the highest and best use of the Conference Center and Project, and in doing so shall give the Conference Center and Project a preference and priority above other facilities serving similar purposes.

16.5 Litigation. There are no pending or, to the best knowledge of the JQH Affiliated Parties, threatened, judicial, municipal or administrative proceedings, consent

decrees, or judgments which might affect the ability to consummate the transactions contemplated hereby.

16.6 Taxes and Annexations. None of the JQH Affiliated Parties shall directly or indirectly contest any lodging, occupation, real or personal property or other taxes from time to time enacted or levied by the City. Furthermore, none of the JQH Affiliated Parties shall directly or indirectly: contest, prevent, resist or delay, or sue or fund any lawsuit to contest, prevent, resist or delay, any City annexation of, including or used to reach Southport West or any property therein or adjacent thereto. Rather, the JQH Affiliated Parties shall fully cooperate with City in all matters of or related to any such annexation, including, but not limited, to, petitioning for annexation if requested by the City.

16.7 Survival of Representations and Warranties. All representations and warranties of any of the JQH Affiliated Parties hereunder shall survive the Closing indefinitely.

17. Covenants of the City. The City hereby covenants as follows:

17.1 Compliance with Laws and Agreements. To comply with all laws, ordinances and regulations of and agreements with or obligations to any federal, state, municipal or other governmental body as may apply to the performance of the City's obligations hereunder.

17.2 Other Agreements. To perform and comply with all of the terms and conditions of this Agreement and any other agreement now or hereafter entered into between the City and any of the JQH Affiliated Parties relating to the Project.

18. Covenants of the JQH Affiliated Parties. JQH Affiliated Parties hereby covenant as follows:

18.1 Compliance with Laws and Agreements. To comply with all laws, ordinances and regulations of and agreements with or obligations to any federal, state, municipal or other governmental body as may apply to performance hereunder.

18.2 Other Agreements. To perform and comply with all of the terms and conditions of this Agreement and any other agreement now or hereafter entered into between any of the JQH Affiliated Parties and the City relating to the Project.

18.3 Guaranties. Mr. Hammons, for himself and for his personal representatives, heirs, devisees, successors, beneficiaries and assigns, shall guarantee all obligations with respect to the EDP Grant and EDP Construction Loan in form and content satisfactory to the City. Mr. Hammons hereby certifies that the John Q. and Juanita K. Hammons Accountants' Compilation Report and Financial Statement dated December 31, 2005 provided to the City are current, accurate and complete and accurately reflect and represent the current net worth of Mr. Hammons and other matters described therein. At the City's option, John Q. Hammons shall obtain and deliver to the City the personal guaranty of Juanita K. Hammons on any guaranty Mr. Hammons provides hereunder.

18.4 Other Requirements.

18.4.1 Trust. Mr. Hammons shall furnish the City with his quarterly and annual financial statements within 120 days after the last day of each calendar quarter and, from time to time upon request, City shall be allowed access to other records and information of any of the JQH Affiliated Parties in any way related to the Project or this Agreement. JQH Affiliated Parties shall take whatever action as is required to cure any default under this section within 5 days. John Q. Hammons, as Trustee of the Trust, agrees to execute and deliver with John Q.

Hammons any documents or instruments required of John Q. Hammons hereunder.

18.4.2 Bankruptcy/Insolvency. The following shall constitute a breach of this Agreement: With respect to any of the JQH Affiliated Parties, any voluntary or involuntary filing, finding, judgment, determination or declaration of or for bankruptcy or insolvency, assignment for the benefit of creditors, or any similar action or remedy under any state or federal bankruptcy or debtor/creditor law, or any decrease of assets, increase of liabilities or other developments, that at any time results in insolvency under applicable Nebraska, Missouri or other law.

18.4.3 Franchise or Brand Change. Any change of franchise or proposal to reduce any applicable brand or franchise standard or requirement of this Agreement shall require the prior approval of the Mayor and City Council.

18.4.4 Loss of Franchise. If John Q. Hammons loses the right to use any franchise or brand described herein, or any other franchise approved by the City, or said franchise ceases, John Q. Hammons shall immediately replace the franchise with a franchise of equal or better stature, requirements, standards and quality satisfactory to the Mayor and City Council; and during the interim until the franchise is replaced, John Q. Hammons shall continue to operate the Project in accordance with the applicable franchisor or brand standards, or other City-approved franchisor, requirements and this Agreement.

18.4.5 Uninterrupted Operations. John Q. Hammons shall continuously and without interruption operate the Hotels, Conference Center and Parking in accordance with this Agreement and the applicable brand standards; 24 hours per day, 365 days of the year, subject to force majeure.

18.4.6 Restrictions on Transfer. While this Agreement is in effect John Q. Hammons shall not sell, transfer or convey in any manner whatsoever any facility, structure or asset of the Project, or any interest therein, to any person without the prior written consent of the Mayor and City Council, which consent shall not be unreasonably withheld. If a sale, transfer or conveyance occurs before the Hotels, Conference Center and Parking are completed, open and operating, the City may require repayment of the EDP Grant and acceleration and repayment of the EDP Construction Loan. Furthermore, in the event of any sale, transfer or conveyance, John Q. Hammons and all persons or entities providing guarantees shall at the option of the City continue to be liable hereunder or thereunder after said sale, transfer or conveyance, along with any transferee, until the EDP Construction Loan is fully repaid .

18.4.7 Breach. Failure of John Q. Hammons to pay on the EDP Construction Loan when due, or to satisfy any of the requirements of this Section 18.4 or any other term or condition of this Agreement, shall constitute a material breach of this Agreement and the City shall be authorized to at its option, upon written notice to John Q. Hammons, immediately terminate this Agreement and all related agreements and instruments. Upon such termination, principal and interest payments on the EDP Construction Loan for all future periods shall be accelerated and immediately and fully due and payable to City. If such breach occurs before opening and commencement of operations of the Hotels and Conference Center, the EDP Grant also shall be repaid to City, together with all costs and expenses of the City to fund, issue and recover said EDP Construction Loan and EDP Grant.

18.5 Principal Source of Income. John Q. Hammons and JQH-La Vista Limited Liability Companies, and each of them, hereby certify to City that their respective principal sources of income are or shall be from tourism-related activities.

19. Miscellaneous.

19.1 Section Captions. The captions of the various Sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement, except to the extent referenced herein to locate or identify a particular provision. Reference in this Agreement to a particular Section also shall be deemed to include all subsidiary subsections of the referenced Section to the extent relevant.

19.2 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

19.3 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19.4 Notices. Any notice, communications, demand or instruction required or permitted hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, in an envelope addressed to the parties as follows:

If to City:

Brenda Gunn
City Administrator
City of La Vista

8116 Park View Boulevard
La Vista, NE 68128
Telephone: (402) 331-4343
Facsimile: (402) 331-4375

With copies to:

Tom McKeon, Esq.
City Attorney
Fitzgerald, Schorr, Barmettler & Brennan, P.C.
13220 California Street, Suite 400
Omaha, NE 68154
Telephone: (402) 342-1000
Facsimile: (402) 342-1025

If to any of the JQH Affiliated Parties:

John Q. Hammons
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806
Telephone: (417) 864-4300
Facsimile: (417) 864-8900

With Copies to:

Debra Mallonee Shantz, Corporate Counsel
John Q. Hammons Hotels & Resorts
300 John Q. Hammons Parkway, Suite 900
Springfield, Missouri 65806
Telephone: (417) 864-4300
Facsimile: (417) 865-7073

19.5 Amendments. This Agreement may not be altered, amended or modified except pursuant to a written instrument executed by all the parties hereto.

19.6 Governing Law. This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Nebraska. The parties agree to submit and not object to personal jurisdiction of any federal or state court of or located in Douglas or Sarpy County Nebraska, and that personal jurisdiction and venue of and in any such court shall be proper, convenient and not objectionable.

19.7 Entire Agreement. This Agreement constitutes the entire understanding of the parties as to the transactions contemplated herein, and supersedes any and all understandings or agreements, if any, oral or written, between the parties relating to the subject matter hereof. There are no understandings, representations, agreements, promises or covenants other than those included herein.

19.8 No Assignment. No party shall transfer, assign or convey in any manner whatsoever this Agreement, any document, instrument or property of the Project referred to in this Agreement, or any right, obligation or interest in or under this Agreement or any such document, instrument or property, without the prior express written consent of the other parties. An assignment approved and made in accordance with this Section 19.8 shall not constitute a release of the assignor, and the assignor shall be jointly and severally liable with the assignee for all debts, liabilities and obligations under this Agreement. Further, a party consenting to an assignment pursuant to this Section 19.8 shall not become liable to the assignee for any performance under this Agreement, unless otherwise expressly agreed in said consent to the assignment.

19.9 Restructuring. The JQH Affiliated Parties agree to cooperate with any City request to restructure the Project and matters described herein as the City determines necessary or advisable to satisfy the requirements of applicable law or City.

19.10 Incorporation of Documents. All exhibits of this Agreement and documents and instruments referred to or described herein are incorporated herein by this reference as if fully set forth herein.

19.11 Survival. Notwithstanding anything in this Agreement to the contrary, this Agreement shall survive the closing of each transaction referred to in this Agreement or any exhibit or other document or instrument related to the Project, and continue in full

force and effect until this Agreement is terminated or otherwise ends in accordance with the terms hereof. This Agreement shall in any event terminate when the EDP Construction Loan is repaid in full; with the exception of subsection 12.1 and any provision regarding taxes, fees or assessments of the City or which by its terms provides for continuing performance, which shall survive and continue in effect indefinitely after said termination.

19.12 Remedies. Remedies provided in this Agreement are not exclusive. Rather, each remedy specified in this Agreement is cumulative with all other remedies specified in this Agreement or otherwise available at law or in equity.

19.13 No Partnership. This Agreement shall not establish or constitute a partnership, joint venture, fiduciary, employment or agency relationship between the City and any of the JQH Affiliated Parties. Each party shall be responsible and liable for its own acts, omissions and negligence, and all acts, omissions and negligence of or with respect to, and all wages, withholding and amounts due and owing to or with respect to, their respective employees, officers and agents.

19.14. Conflicts or Ambiguities. If there is any conflict or ambiguity between or among any terms or conditions of this Agreement, any exhibit hereto or other instrument or document of or related to the Project, including, but not limited to any brand or franchise standard or requirement, the term or condition providing for the highest or best quality shall apply.

19.15. Franchise or Brand Standards and Requirements. All franchises and brands of the Project shall, among other things, provide John Q. Hammons use of franchisor's or brand owner's names and logos, reservation systems, trade and service marks, names and dress, and manner of operation. The results of any quality inspection

made by the franchisor or brand owner of either Hotel or the Conference Center shall be made available by John Q. Hammons to the City upon request.

19.16 Times for Performance. Times specified herein for performance are of the essence of this Agreement and shall not be modified without the prior written consent of both parties. Failure to perform within a specified time for performance shall constitute a material breach of this Agreement. For any consent under this subsection, written approval of the City Administrator or Mayor and City Council shall be required.

CITY OF LAVISTA
A NEBRASKA MUNICIPAL CORPORATION

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

By _____
Douglas Kindig, Mayor
City of La Vista

By _____
John Q. Hammons, Settlor and Trustee,
Revocable Trust of John Q. Hammons,
Dated December 28, 1989, as amended and
restated

Date _____

Date _____

ATTEST:

City Clerk

John Q. Hammons, an Individual

Date _____

Date _____

JQH-La Vista RI Development, LLC

By: _____

John Q. Hammons, Settlor and
Trustee, Revocable Trust of John Q.
Hammons, Dated December 28,
1989, as amended and restated,

Its: Sole Member and Manager

Date: _____

JQH-La Vista CY Development, LLC

By: _____
John Q. Hammons, Settlor and
Trustee, Revocable Trust of John Q.
Hammons, Dated December 28,
1989, as amended and restated,

Its: Sole Member and Manager

Date: _____

JQH-La Vista III Development, LLC

By: _____
John Q. Hammons, Settlor and
Trustee, Revocable Trust of John Q.
Hammons, Dated December 28,
1989, as amended and restated,

Its: Sole Member and Manager

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200_, before me personally appeared JOHN Q. HAMMONS, to me personally known to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, who being duly sworn, did say that he is the Settlor and Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, and that the foregoing instrument was signed and sealed on behalf of the Trust, and he acknowledged that he executed the foregoing instrument as his free act and deed.

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

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200_, before me personally appeared JOHN Q. HAMMONS, an individual, to me personally known to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, who being duly sworn, did say that he executed the foregoing instrument as his free act and deed.

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

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200_, before me personally appeared JOHN Q. HAMMONS, to me personally known to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, who being duly sworn, did say that he is the Settlor and Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, and in that capacity, he is the sole member and manager of JQH-La Vista RI Development, LLC, and that the foregoing instrument was signed and sealed on behalf of JQH-La Vista RI Development, LLC, and he acknowledged that he executed the foregoing instrument as his free act and deed.

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

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this ____ day of _____, 200__, before me personally appeared JOHN Q. HAMMONS, to me personally known to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, who being duly sworn, did say that he is the Settlor and Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, and in that capacity, he is the sole member and manager of JQH-La Vista CY Development, LLC, and that the foregoing instrument was signed and sealed on behalf of JQH-La Vista CY Development, LLC, and he acknowledged that he executed the foregoing instrument as his free act and deed.

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

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of _____, 200_, before me personally appeared JOHN Q. HAMMONS, to me personally known to be the person described in and whose name is subscribed to the foregoing instrument as a party thereto, who being duly sworn, did say that he is the Settlor and Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated, and in that capacity, he is the sole member and manager of JQH-La Vista III Development, LLC, and that the foregoing instrument was signed and sealed on behalf of JQH-La Vista III Development, LLC, and he acknowledged that he executed the foregoing instrument as his free act and deed.

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

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of
_____, 200____ by _____, Mayor of the City of
La Vista, Nebraska.

Notary Public

My commission expires: _____