RESOLUTION NO. 95-117

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA, PROVIDING FOR THE ACQUISITION BY THE COUNTY OF PUBLIC CONVENTION CENTER FACILITIES WITHIN THE COUNTY, AUTHORIZING THE ISSUANCE BY THE COUNTY OF NOT EXCEEDING $18,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF TAXABLE CONVENTION CENTER REVENUE BONDS, SERIES 1995, TO FINANCE THE COST OF SUCH PROJECT, FUND A DEBT SERVICE RESERVE AND PAY THE COSTS OF ISSUANCE OF SUCH BONDS; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS CERTAIN NON-AD VALOREM FUNDS INCLUDING CERTAIN REVENUES RECEIVED BY THE COUNTY IN CONNECTION WITH SUCH FACILITIES, ALL MONEYS ON DEPOSIT IN AND INVESTMENTS HELD FOR THE CREDIT OF CERTAIN FUNDS CREATED HEREUNDER AND THE EARNINGS ON SUCH INVESTMENTS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; APPROVING A PURCHASE AND SALE AGREEMENT AND AN OPERATING AGREEMENT RELATING TO SUCH FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

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BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

ARTICLE 1

GENERAL

Section 1.1 Definitions. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bonds, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a 360-day year.

"Act" shall mean Chapter 125, Part I, Florida Statutes, as amended, St. Johns County Ordinance No. 95-21 and other applicable provisions of law.

"Acquisition Fund" shall mean the Acquisition Fund established pursuant to Section 4.4 hereof.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.2 hereof on a parity with the Series 1995 Bonds.

"Additional Project" shall mean the acquisition, construction, erection, renovation or reconstruction of additions, extensions and improvements to the Facilities and shall include all property rights, appurtenances, easements, rights of way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, erection, renovation, reconstruction or operation thereof which shall be financed in whole or in part with the proceeds of Additional Bonds.

"Amortization Installment" shall mean the amount designated and established as an Amortization Installment with respect to any Term Bonds by Supplemental Resolution.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.5 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.3 hereof.

"Assessments" shall mean the amounts to be received by the Issuer derived from certain assessments to be levied against certain lands and properties located within the Saint Johns DRI in accordance with and subject to that certain agreement between the Issuer and the Association relating to such assessments which shall be approved by Supplemental Resolution and executed prior to the issuance of the Series 1995 Bonds, including interest on such assessments and any penalties thereon and moneys received upon the foreclosure of the liens of any such assessments, but excluding moneys recovered for the expense of collecting such assessments.

"Assessments Reserve Fund" shall mean the Assessments Reserve Fund established pursuant to Section 4.5 hereof.

"Assessments Reserve Fund Requirement" shall mean $1,000,000.

"Association" shall mean that certain incorporated property association established by certain property owners within the Saint Johns DRI in connection with the development of the World Golf Village that will pay or provide for the payment of Assessments.

"Authorized Depository" shall mean the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Issuer.

"Authorized Investments" shall mean any of the following which shall be authorized from time to time by applicable laws of the State for deposit or purchase by the Issuer for the investment of its funds:

(1) Direct obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and stripped and zero coupon obligations), or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

(2) Bonds, debentures or notes or other evidences of indebtedness payable in cash issued by any one or a combination of any of the following federal agencies whose obligations represent the full faith and credit of the United States of America: Export Import Bank of the United States, Federal Financing Bank, Farmers Home Administration, Federal Housing Administration, Maritime Administration, Public Housing Authority and Government National Mortgage Association.

(3) Certificates of deposit properly secured at all times by collateral security described in either or both of paragraphs (1) and (2) of this definition or in the collateral provisions of Chapter 280, Florida Statutes, as amended, and issued by commercial banks, savings and loan associations or mutual savings banks chartered by the State or the United States of America, and bank trust receipts issued by commercial banks or trust companies chartered by the State or the United States of America upon any securities described in paragraph (1) of this definition.

(4) The following investments fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation: (A) certificates of deposit, (B) savings accounts, (C) deposit accounts, or (D) depository receipts of a bank, savings and loan association or mutual savings bank.

(5) Commercial paper rated in one of the two highest rating categories by at least two nationally recognized rating agencies or commercial paper backed by a letter of credit or line of credit rated in one of the two highest rating categories by Moody's Investors Service and Standard & Poor's Corporation.

(6) Written repurchase agreements with any bank, savings institution or trust company which is insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or with any broker-dealer with retail customers which falls under Securities Investors Protection Corporation protection, provided that such repurchase agreements are fully secured by collateral described in (1) above or obligations of any agency or instrumentality of the United States of America, and provided further that (A) such collateral is held by a bank or trust company chosen by the Issuer which has no interest in the repurchase agreement during the term of such repurchase agreement, (B) such collateral is not subject to liens or claims of third parties, (C) such collateral has a market value (determined at least once every 30 days) at least equal to the amount invested in the repurchase agreement, (D) the entity holding the collateral has a perfected first security interest in the collateral for the benefit of the Bondholders, (E) the agreement shall be for a term not longer than 270 days and (F) the failure to maintain such collateral at the level required in (C) above will require the entity holding the collateral to liquidate the collateral.

(7) Money market funds rated in the highest rating category by Moody's Investors Service and Standard & Poor's Corporation.

(8) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, as amended, or any similar common trust fund which is established pursuant to State law as a legal depository of public moneys.

(9) Obligations of state or local government municipal bond issuers that are rated in one of the two highest rating categories by Moody's Investors Service and Standard & Poor's Corporation.

(10) Such other obligations as shall be permitted to be legal investments of the Issuer by the laws of the State.

Rating categories when referred to herein shall be without regard to gradations within such categories, such as "plus" or "minus."

"Authorized Issuer Officer" for the performance on the behalf of the Issuer of any act of the Issuer or the execution of any instrument on behalf of the Issuer shall mean any person authorized by resolution or certificate of the Issuer to perform such act or sign such document.

"Automobile Rental Surcharge" shall mean the amounts received by the Issuer from JQH-LP and certain other property owners within the Saint Johns DRI derived from certain automobile rental revenues in accordance with and subject to that certain agreement among the Issuer, JQH-LP and such property owners relating to such automobile rental revenues which shall be approved by Supplemental Resolution and executed prior to the issuance of the Series 1995 Bonds.

"Automobile Rental Surcharge Fund" shall mean the Automobile Rental Surcharge Fund established pursuant to Section 4.5 hereof.

"Bond Amortization Account" shall mean the separate account of that name in the Sinking Fund established pursuant to Section 4.5 hereof.

"Bond Counsel" shall mean any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of the Bonds.

"Bond Service Requirement" for any Series for any Bond Year shall mean the sum of that portion of the Debt Service Requirement for such Bond Year allocable to the Bonds of such Series and all other payments required by this Resolution to be paid in such Bond Year with respect to the Bonds of such Series, which shall include such Series' pro rata share of all deposits to the Reserve Fund in such Bond Year, and redemption premiums, if any, payable in such Bond Year.

"Bond Year" pertaining to any Series shall mean the annual period commencing each year on the day after the day of the year on which the Bonds of such Series mature,

whether or not Bonds of such Series mature in every year or in the Bond Year under consideration (except that the first Bond Year for every Series shall commence on the date of issuance of the Bonds of such Series), and ending on the next succeeding day of the year which shall be such day of the year on which the Bonds of such Series mature. Each Bond Year shall be designated with the number of the calendar year in which such Bond Year ends.

"Bondholder" or "Holder" or "holder" shall mean any Person who shall be the registered owner of any Outstanding Bond or Bonds according to the registration books of the Issuer.

"Bonds" shall mean the Series 1995 Bonds, together with any Additional Bonds and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 6.4 hereof.

"Capital Appreciation Bonds" shall mean those Bonds so designated by Supplemental Resolution, which may be either Serial Bonds or Term Bonds and which shall bear interest payable at maturity or redemption. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or prior to redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

"Chair" shall mean the Chair or Vice Chair of the Governing Body or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Clerk" shall mean the Clerk of the Governing Body or such other person as may be duly authorized by the Clerk of the Governing Body to act on his or her behalf.

"Convention Center Revenue Fund" shall mean the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Cost" when used in connection with a Project, shall mean (1) costs of acquisition by or for the Issuer of such Project; (2) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (3) the Issuer's cost, if any, of physical construction; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during the construction period of such Project and for a reasonable period thereafter; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses incidental to the issuance of the Bonds including bond insurance premium, rating agency fees and the fees and expenses of any auditors, Paying Agent, Registrar, Credit Bank or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of fixtures, furnishings, machinery and/or equipment required by the Issuer for such Project; and (10) any other costs properly attributable to the issuance of the Bonds, and such construction or acquisition, as determined by generally accepted accounting principles and may include reimbursement to the

Issuer for any such items of Cost heretofore paid by the Issuer. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"County Ticket and Event Parking Surcharge" shall mean the amounts received by the Issuer derived from certain ticket and event parking revenues of the Facilities which are designated in the Operating Agreement as the "County Ticket and Event Parking Surcharge."

"County Ticket and Event Parking Surcharge Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or another credit or liquidity enhancement facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, a letter of credit, a line of credit or another credit or liquidity enhancement facility (other than an insurance policy issued by an Insurer), as approved in the Supplemental Resolution providing for the issuance of such Bonds.

"Debt Service Requirement" for any Bond Year shall mean the sum of:

(1) The aggregate amount required to pay the interest becoming due on the Bonds, other than Capital Appreciation Bonds, during such Bond Year, except to the extent that such interest shall have been provided by payments into the Interest Account out of Bond proceeds or other sources for a specified period of time. For purposes of this definition, the interest due on any such Bonds which shall have a variable rate of interest shall be assumed to be the greater of (a) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period that such Bonds shall have been outstanding, or (b) the actual rate of interest borne by such Variable Rate Bonds on the date of calculation.

(2) The aggregate amount required to pay the principal becoming due on the Bonds, other than Capital Appreciation Bonds, for such Bond Year. For purposes of this definition: (a) the stated maturity date of any Term Bonds shall be disregarded and the principal of such Term Bonds shall be deemed to be due in the Bond Years and in the amounts of the Amortization Installments applicable to such Term Bonds; and (b) the principal amount of any single maturity of Term Bonds for which the Issuer shall have established no Amortization Installments shall be deemed to be due in the Bond Years and in such amounts as shall provide for the amortization of such principal amount over a term equal to the number of years such Term Bonds shall be Outstanding to such maturity and in equal annual installments of combined principal and interest; provided, however, that if the Issuer has employed a Credit Facility in

connection with any such Term Bonds having no Amortization Installments the amortization of such Term Bonds shall be deemed to correspond to the applicable terms of such Credit Facility.

(3) The aggregate amount required to pay the Accreted Value due on any Capital Appreciation Bonds maturing in such Bond Year.

"Emergency Operating Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Emergency Operating Account Requirement" shall mean $100,000.

"Facilities" shall mean any and all property and facilities acquired by the Issuer with the proceeds of the Series 1995 Bonds located within the World Golf Village which may be used by the public in connection with conventions and trade shows, including special purpose buildings and structures such as meeting halls and display areas, which are used and generally available to the public to house convention or trade shows, whether separate from, connected with or a part of other facilities used for other purposes, and appurtenant facilities, fixtures, furnishings and equipment, which Facilities shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired which shall be financed either from the proceeds of Additional Bonds or from any other funds or sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor. Federal Securities shall include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of specified portions of the interest thereon).

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Golf Hall of Fame Fees" shall mean the amounts received by the Issuer from WGV derived from certain admissions fees in accordance with and subject to that certain agreement between the Issuer and WGV relating to such admissions fees which shall be approved by Supplemental Resolution and executed prior to the issuance of the Series 1995 Bonds.

"Golf Hall of Fame Fees Fund" shall mean the Golf Hall of Fame Fees Fund established pursuant to Section 4.5 hereof.

"Governing Body" shall mean the Board of County Commissioners of the Issuer or its successor in function.

"Gross Revenues" shall mean all income and moneys received by the Issuer from the Room Use Rates, or otherwise received by the Issuer in the management and operation of the Facilities, calculated in accordance with generally accepted accounting principles employed in the operation of public convention center facilities similar to the Facilities, including, without limiting the generality of the foregoing, any booking or commission fees for acts or events held in the Facilities, food and beverage service fees, parking fees, commissions on the event related sales such as souvenir and novelty sales before, during and after events, royalty agreements and signage rentals in and around the Facilities.

"Hammons" shall mean John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989, as amended by Amendment dated May 2, 1994, his heirs, personal representatives, successors and assigns.

"Initial Project" shall mean the acquisition of the public convention center facilities, including land, easements, buildings, fixtures, furnishings and equipment, within the World Golf Village to be acquired by the Issuer pursuant to the Purchase and Sale Agreement, as more particularly described in and in accordance with the Purchase and Sale Agreement and certain plans on file or to be on file with the Issuer, with such changes, deletions, additions or modifications to the enumerated improvements or such other improvements as shall be designated and approved by Supplemental Resolution in accordance with the Act.

"Insurer" shall mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and whose credit is such that, at the time of any action or consent required or permitted by the Insurer pursuant to the terms of this Resolution, all municipal securities insured or guaranteed by it are then rated, because of such insurance or guarantee, in one of the two most secure grades by either Moody's Investors Service or Standard and Poor's Corporation, and with respect to any Series of Bonds, the Insurer of which shall have insured or guaranteed payment of the principal of or interest on such Bonds.

"Interest Account" shall mean the separate account of that name in the Sinking Fund established pursuant to Section 4.5 hereof.

"Interest Date" shall mean such date or dates for the payment of interest on a Series of Bonds as shall be provided by Supplemental Resolution.

"Issuer" shall mean St. Johns County, Florida.

"JQH-LP" shall mean John Q. Hammons Hotels Two, L.P., a Delaware limited partnership, its successors and assigns.

"Maximum Debt Service Requirement" shall mean, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Bonds for the then current or any future Bond Year.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any time bear in the future, which shall not exceed the maximum interest rate permitted by applicable law, in accordance with the terms of such Supplemental Resolution.

"Moody's Investors Service" shall mean Moody's Investors Service, the nationally recognized securities rating firm, and any successor or successors thereto; and if such corporation shall be dissolved or liquidated or shall no longer perform securities rating functions, shall mean any other nationally recognized securities rating firm designated by the Issuer and approved by the Insurer and/or the Credit Bank, as applicable.

"Net Income Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Non-Ad Valorem Funds" shall mean all legally available revenues of the Issuer derived from any source whatsoever other than (a) ad valorem taxation on real or personal property, (b) pledged non-ad valorem revenues, (c) governmental assessments and (d) revenues restricted by law or contract to other uses.

"Occupancy Fees" shall mean the amounts received by the Issuer from certain property owners within the Saint Johns DRI derived from certain rental and lease revenues in accordance with and subject to that certain agreement between the Issuer and such property owners relating to such rental and lease revenues which shall be approved by Supplemental Resolution and executed prior to the issuance of the Series 1995 Bonds.

"Occupancy Fees Fund" shall mean the Occupancy Fees Fund established pursuant to Section 4.5 hereof.

"Operating Agreement" shall mean that certain Operating Agreement by and between the Issuer and the Operator to be executed prior to the issuance of the Series 1995 Bonds relating to the operation of the Facilities, substantially in the form attached hereto as Exhibit A.

"Operating Expenses" shall mean the expenses of the Issuer for management, operation, maintenance, marketing, promotion, repairs and replacements with respect to the Facilities and shall include, without limiting the generality of the foregoing, administration expenses, insurance and surety bond premiums, the fees to the provider of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit (but excluding any expenses or reimbursement obligations for draws made thereunder), legal expenses, ordinary and current rentals of

equipment or other property, refunds of moneys lawfully due to others, payments to others for disposal of sewage or other wastes, payments to pension, retirement, health and hospitalization funds, and any other expenses required to be paid for or with respect to proper operation or maintenance of the Facilities, all to the extent properly attributable to the Facilities in accordance with generally accepted accounting principles employed in the operation of public convention center facilities similar to the Facilities, and disbursements for the expenses, liabilities and compensation of any Paying Agent or Registrar under this Resolution, but does not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of the Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the Facilities, or any provision for interest, depreciation, amortization or similar charges.

"Operation and Maintenance Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Operator" shall mean John Q. Hammons Hotels Two, L.P., a Delaware limited partnership, its successor and assigns.

"Operator's Additional Payments" shall mean the payments received by the Issuer from the Operator or Hammons which are designated in the Operating Agreement as "Other Payments" made pursuant to Sections 5.15 and 5.18 thereof.

"Operator's Additional Payments Fund" shall mean the Operator's Additional Payments Fund established pursuant to Section 4.5 hereof.

"Operator's Minimum Payment" shall mean the payments received by the Issuer from the Operator or Hammons which are designated in Section 7.1 of the Operating Agreement as "Guaranteed Payments."

"Operator's Minimum Payment Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Outstanding" shall mean all Bonds theretofore and thereupon being authenticated and delivered, except (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.6 and 2.8 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.1 hereof, and (4) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean any paying agent for the Bonds appointed by or pursuant to Supplemental Resolution and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean the Pledged Revenues, the moneys that have been budgeted and appropriated in an Annual Budget specifically for the payment of the Bonds pursuant to Section 4.3 hereof and, until applied in accordance with the provisions of this Resolution, the proceeds of the Bonds and all moneys, including investments thereof, in the funds and accounts established hereunder.

"Pledged Revenues" shall mean the Occupancy Fees, the Operator's Minimum Payment, the Operator's Additional Payments, the Golf Hall of Fame Fees, the County Ticket and Event Parking Surcharge, the Automobile Rental Surcharge, the Revenues and the Assessments.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (a) not callable prior to maturity or (b) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or Federal Securities, secured in the manner set forth in Section 9.1 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities deposited in such fund with any cash on deposit in such fund, are sufficient, as verified by an independent certified public accountant, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in such irrevocable instructions, and (4) which are rated in the highest rating category of Standard & Poor's Corporation and of Moody's Investors Service.

"Principal Account" shall mean the separate account of that name in the Sinking Fund established pursuant to Section 4.5 hereof.

"Project" shall mean the Initial Project and any Additional Project.

"Purchase and Sale Agreement" shall mean that certain Purchase and Sale Agreement by and between the Issuer and JQH-LP to be executed prior to the issuance of the Series 1995 Bonds relating to the Initial Project, substantially in the form attached hereto as Exhibit B.

"Qualified Independent Consultant" shall mean one or more qualified and recognized independent consultants, having favorable repute, skill and experience with respect

to the acts and duties required of a qualified independent consultant to be provided to the Issuer, as shall from time to time be retained by the Issuer to perform the acts and carry out the duties herein provided for such consultants.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or Supplemental Resolution.

"Registrar" shall mean any registrar for the Bonds appointed by or pursuant to Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution.

"Renewal and Replacement Account" shall mean the separate account of that name in the Convention Center Revenue Fund established pursuant to Section 4.5 hereof.

"Renewal and Replacement Account Requirement" shall mean, on the date of calculation, an amount of money equal to the lesser of (1) five percent (5%) of the Gross Revenues in the immediately preceding Fiscal Year, or (2) $500,000, or such other amount as may be recommended to the Issuer by the Qualified Independent Consultant and approved by the Governing Body as an amount appropriate for the purposes of this Resolution.

"Reserve Fund" shall mean the Reserve Fund established pursuant to Section 4.5 hereof.

"Reserve Fund Insurance Policy" shall mean the insurance policy deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.6(H).

"Reserve Fund Letter of Credit" shall mean a Credit Facility (other than a Reserve Fund Insurance Policy) issued by any bank or national banking association, insurance company or other financial institution and then on deposit in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.6(H) hereof.

"Reserve Fund Requirement" shall mean, as of any date of calculation, an amount equal to the Maximum Debt Service Requirement. In computing the Reserve Fund Requirement, the interest rate on Variable Rate Bonds shall be assumed to be the greater of (a) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Bonds shall have been Outstanding, or (b) the actual rate of interest borne by the Variable Rate Bonds on such date of calculation.

"Resolution" and "this Resolution" shall mean this instrument, as the same may from time to time be amended, modified or supplemented by any and all Supplemental Resolutions.

"Revenues" shall mean (a) during all times that the Operator is operating the Facilities pursuant to the Operating Agreement, the amounts received by the Issuer in accordance with Section 5.17.1 of the Operating Agreement, and (b) during all times that the Issuer is operating the Facilities, the Gross Revenues less the amounts described in Section 4.6(F)(2)(a) and (b) hereof.

"Room Use Rates" shall mean the rates, fees, rentals and other charges which shall be made and collected by the Issuer for the use of the product, services and facilities to be provided by the Facilities.

"Saint Johns DRI" shall mean that certain parcel of land located in St. Johns County included in that certain Development of Regional Impact Order approved by the Issuer pursuant to Resolution No. 91-130, as amended and supplemented.

"Securities" shall mean Federal Securities and Prerefunded Obligations.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Sections 2.1 and 2.2 hereof or in a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

"Series 1995 Bonds" shall mean the Issuer's Taxable Convention Center Revenue Bonds, Series 1995, authorized pursuant to Section 2.2 hereof.

"Sinking Fund" shall mean the Sinking Fund established pursuant to Section 4.5 hereof.

"Standard & Poor's" shall mean Standard & Poor's Rating Group, a division of McGraw Hill, Inc., the nationally recognized securities rating firm, and any successor and successors thereto; and if such corporation shall be dissolved or liquidated or shall no longer perform securities rating functions, shall mean any other nationally recognized securities rating firm designated by the Issuer and approved by the Insurer and/or the Credit Bank, as applicable.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.1 hereof and any Variable Rate Bonds which become Subordinated Indebtedness in accordance with Section 6.2 hereof.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution, adopted and becoming effective prior to the issuance of the Series 1995 Bonds or in accordance with the terms of Sections 8.1, 8.2 or 8.3 hereof.

"Surplus Fund" shall mean the Surplus Fund established pursuant to Section 4.5 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution and which are subject to mandatory redemption by Amortization Installments.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such Bonds.

"WGV" shall mean the World Golf Village, Inc., a Florida not-for-profit corporation, its successors and assigns.

"World Golf Village" shall mean the land and facilities located within the Saint Johns DRI operated and promoted as the "World Golf Village."

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the singular number include the plural number, and vice versa.

Section 1.2 Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 1.3 Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds and shall be a part of the contract of the Issuer with any Credit Bank and any Insurer. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds and for the benefit, protection and security of any Credit Bank and any Insurer. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

Section 1.4 Findings. It is hereby ascertained, determined and declared as follows:

(A) The acquisition and successful operation of public convention center facilities will significantly increase tourism and other business activity within the Issuer, providing jobs and other economic benefits to the citizens of the Issuer and the State.

(B) The most appropriate location for a public convention center in and for the Issuer is within the World Golf Village because the World Golf Village will provide recreational and other amenities necessary to attract business and other meeting groups to the public convention center.

(C) The successful operation of the public convention center will be greatly enhanced by access to a first quality, full-service hotel in close proximity to the convention center.

(D) JQH-LP is in the business of developing, owning and operating such hotels, many in conjunction with public convention center facilities.

(E) JQH-LP has determined that it is economically feasible to construct such a hotel within the World Golf Village provided that the hotel is located immediately adjacent to the public convention center.

(F) The Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens that the Issuer proceed with its public purpose of acquiring a public convention center and that JQH-LP proceed with constructing a hotel.

(G) Pursuant to the terms of the Purchase and Sale Agreement, JQH-LP shall transfer, sell and deliver to the Issuer the Initial Project and JQH-LP shall construct a hotel within private air rights retained by JQH-LP over the Initial Project.

(H) The Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens that the Initial Project be acquired from JQH-LP pursuant to the terms of the Purchase and Sale Agreement. The Cost of the Initial Project shall be financed with the proceeds of the Series 1995 Bonds.

(I) The Issuer deems it necessary, desirable and in the best interest of the Issuer that the Facilities be operated by the Operator pursuant to the terms of the Operating Agreement.

(J) The acquisition of the Initial Project in the manner provided in this Resolution and the Purchase and Sale Agreement and the operation of the Facilities in the manner provided in this Resolution and the Operating Agreement will serve a paramount public purpose and any private benefit will be merely incidental thereto.

(K) The Issuer deems it necessary, desirable and in the best interest of the Issuer that the Pledged Funds be pledged to the payment of the principal of and interest on the Bonds. No part of the Pledged Funds has been pledged or encumbered in any manner.

(L) The principal of and interest on the Bonds and all other payments provided for in this Resolution will be paid solely from the sources herein provided in accordance with the terms hereof; and no ad valorem taxing power of the Issuer will ever be exercised nor will any Holder of any Bond or any Credit Bank or any Insurer have the right to compel the exercise of such ad valorem taxing power to pay the principal of or interest on the Bonds or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon the Facilities or upon any other property of the Issuer or situated within its territorial limits, except the Pledged Funds.

Section 1.5 Authorization of Acquisition of Initial Project and Operation of Facilities. The acquisition of the Initial Project in the manner provided in this Resolution and the Purchase and Sale Agreement is hereby authorized. The operation of the Facilities in the manner provided in this Resolution and the Operating Agreement is hereby authorized.

Section 1.6 Approval of Purchase and Sale Agreement and Operating Agreement. The Purchase and Sale Agreement and the Operating Agreement, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, with such changes, corrections, insertions and deletions not inconsistent with the validation of the Series 1995 Bonds as may be approved by the Governing Body by Supplemental Resolution adopted prior to the execution thereof.

ARTICLE 2

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 2.1 Authorization of Bonds. The Issuer hereby authorizes the issuance of Bonds of the Issuer to be designated as "St. Johns County, Florida, Taxable Convention Center Revenue Bonds," which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as may hereafter be provided by Supplemental Resolution or as limited by the Act or by other applicable law.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution or Supplemental Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such Project purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by this Resolution or by Supplemental Resolution. From and after any maturity date of any of the Bonds (deposit of moneys and/or Securities for the payment of the principal and interest on such Bonds having been made by the Issuer with the Paying Agents), notwithstanding that any of such Bonds shall not have been surrendered for cancellation, no further interest shall accrue upon the principal or upon the interest which shall have accrued and shall then be due on such date, and such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the Holders shall have no rights in respect of such Bonds except to receive payment of such principal and unpaid interest accrued to the maturity date.

The Bonds shall be issued in such denomination or denominations and such form, whether coupon or registered; shall be dated such date or dates; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner all as determined by this Resolution or by Supplemental Resolution. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be determined by this Resolution or by Supplemental Resolution.

Section 2.2 Authorization and Description of Series 1995 Bonds. A Series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized to be issued in an aggregate principal amount not to exceed $18,000,000 for the principal purpose of financing the Cost of the Initial Project, including capitalized interest, funding the Reserve Fund and paying certain costs of issuance incurred with respect to such Series. Such Series shall be designated as, and shall be distinguished from the Bonds of all other Series by the title "St. Johns County, Florida, Taxable Convention Center Revenue Bonds, Series 1995," provided the Issuer may change such designation in the event that the Series 1995 Bonds are not issued in calendar year 1995.

The Series 1995 Bonds shall be dated as of the first day of the month in which occurs the delivery of the Series 1995 Bonds to the purchaser or purchasers thereof or such other date as may be set forth by Supplemental Resolution; shall be issued as fully registered Bonds; and shall be numbered consecutively from one upward in order of maturity preceded by the letter "R;" shall be in such denominations and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law (calculated on the basis of a 360-day year of twelve 30-day months), payable in such manner and on such dates; shall consist of such amounts of Serial Bonds, Term Bonds, Variable Rate Bonds and Capital Appreciation Bonds, maturing in such amounts and in such years not exceeding forty (40) years from their date; shall have such Paying Agents and Registrars; and shall contain such redemption provisions; all as the Issuer shall hereafter provide by Supplemental Resolution.

The principal of or Redemption Price, if applicable, on the Series 1995 Bonds is payable upon presentation and surrender of the Series 1995 Bonds at the office of the Paying

Agent. Interest payable on any Series 1995 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. In the event the interest payable on any Series 1995 Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten (10) days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Series 1995 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.3 Application of Series 1995 Bond Proceeds. The proceeds derived from the sale of the Series 1995 Bonds, including accrued interest and premium, if any, shall, simultaneously with the delivery of the Series 1995 Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(A) Accrued and capitalized interest shall be deposited in the Interest Account.

(B) An amount shall be deposited in the Reserve Fund which, together with any moneys and securities on deposit therein and any Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit obtained in accordance with Section 4.6(H) hereof, shall equal the Reserve Fund Requirement.

(C) The Issuer covenants and agrees to establish a separate account with an Authorized Depository to be known as the "St. Johns County, Florida, Taxable Convention Center Revenue Bonds, Series 1995, Costs of Issuance Account" (the "Costs of Issuance Account"), which shall be used only for the payment of costs and expenses described in this subsection. A sum sufficient to pay all reasonable costs and expenses in connection with the preparation, issuance and sale of the Series 1995 Bonds, including fees of financial advisors, engineering and other consulting fees, legal fees, bond insurance premiums, printing fees, rating agency fees and other similar costs shall be deposited to the credit of the Costs of Issuance Account, and all such costs and expenses shall be promptly paid by the Issuer to the persons respectively entitled to receive the same. When all moneys on deposit to the credit of the Costs of Issuance Account shall have been disbursed by the Issuer for the payment of such costs and expenses, the Costs of Issuance Account shall be closed; provided, however, that if any balance shall remain in the Costs of Issuance Account six months after issuance of the Series 1995 Bonds, such moneys shall be transferred by the Issuer to the Acquisition Fund and the Costs of Issuance Account shall be closed. After the Costs of Issuance Account shall be closed, the Issuer may pay from the Acquisition Fund any unpaid issuance expenses.

(D) The balance of the Series 1995 Bond proceeds shall be deposited in the Acquisition Fund.

Section 2.4 Execution of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chair and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

Section 2.5 Authentication. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.9 hereof.

Section 2.6 Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.4, and deliver, upon authentication by the Registrar pursuant to Section 2.5 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Chair and the Clerk, such authorization to be evidenced conclusively by their execution of such temporary Bond or Bonds, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

Section 2.7 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.7 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder and shall be entitled to the same benefits and security as the Bond so lost, stolen or destroyed.

Section 2.8 Interchangeability, Negotiability and Transfer. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall cause to be maintained and kept, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue

or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, shall forthwith (a) following the fifteenth day prior to an Interest Date for such Series, (b) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series, and (c) at any other time as reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chair and the Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the fifteen (15) days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds, during the fifteen (15) days next preceding the redemption date established for such Bonds.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

Section 2.9 Form of Bonds. Except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution, the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair or the Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ST. JOHNS
TAXABLE CONVENTION CENTER REVENUE BONDS
SERIES _____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	_____, _____	_____, _____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that St. Johns County, a political subdivision created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above on the Maturity Date identified above and interest (calculated on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____, _____ until such Principal Amount shall have been paid or provided for, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this bond, are payable, upon presentation and surrender hereof, at the office of _____, _____, _____, as paying agent, or such other paying agent as the Issuer shall hereafter duly appoint (the "Paying Agent"). Payment of each installment of interest shall be made to the person in whose name this bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the "Registrar"), at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of the Paying Agent

mailed to such Registered Holder at the address appearing on such registration books or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this bond is not punctually paid or duly provided for by the Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten (10) days preceding such special record date.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN THIS PLACE.

This bond is one of a series of bonds which was validated by judgment of the Circuit Court of the Seventh Judicial Circuit of the State of Florida, in and for St. Johns County, Florida, rendered on _____, 1995.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Registrar.

IN WITNESS WHEREOF, St. Johns County, Florida, has issued this bond and has caused the same to be executed by the manual or facsimile signature of the Chair of its Board of County Commissioners and attested and countersigned by the manual or facsimile signature of the Clerk of its Board of County Commissioners and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the _____ day of _____, 19___.

ST. JOHNS COUNTY, FLORIDA

(SEAL)

By_____
Chair of its Board of County
Commissioners

ATTESTED AND COUNTERSIGNED:

_____
Clerk of its Board of County
Commissioners

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____
Registrar

By: _____
Authorized Signatory

(Provisions on Reverse Side of Bond)

This bond is one of an authorized issue of bonds of the Issuer in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance the cost of [acquiring public convention center facilities in and for the Issuer] [renovating, improving, furnishing and/or equipping the Issuer's public convention center facilities] (the "Facilities"), under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Part I, Florida Statutes, as amended, St. Johns County Ordinance No. 95-___ and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of County Commissioners of the Issuer on _____, 1995, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

The principal of, premium, if any, and interest on this bond are payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Resolution), including certain revenues received by the Issuer in connection with the Facilities, certain moneys specifically budgeted and appropriated by the Issuer for payment of the Bonds pursuant to the Resolution, and, until applied in accordance with the provisions of the Resolution, the proceeds of the Bonds and all moneys, including investments thereof, in certain of the funds and accounts established pursuant to the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds"). It is expressly agreed by the Registered Holder of this bond that the full faith and credit of neither the Issuer, the State of Florida, nor any political subdivision thereof, is pledged to the payment of the principal of or premium, if any, or interest on this bond and that the Registered Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This bond and the obligation evidenced hereby shall not constitute a lien upon the

Facilities or any other property of the Issuer, except the Pledged Funds, and shall be payable solely from the Pledged Funds in accordance with the terms of the Resolution.

Neither the members of the Board of County Commissioners of the Issuer nor any person executing this bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The Bonds maturing prior to _____, shall not be subject to redemption prior to maturity. The Bonds maturing on _____, or thereafter may be redeemed prior to maturity at the option of the Issuer, as a whole on _____, or on any date thereafter, or in part, from such maturity or maturities as the Issuer shall designate and by lot within a maturity, on _____, or on any interest payment date thereafter, at the following redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed) plus accrued interest to the redemption date, if redeemed during the following periods:

Redemption Period (both dates inclusive)	Redemption Price
_____ through _____	%
_____ through _____	
_____ and thereafter	

The Bonds maturing _____, are subject to mandatory redemption in part prior to maturity by lot at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, beginning on _____, and on each _____ thereafter in the years and in the principal amounts corresponding to the Amortization Installments (as defined in the Resolution) as follows:

Year	Amortization Installments
	$
(maturity)	

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered holders of the Bonds to be redeemed at such holders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such registered holders to the Registrar; provided, however, that no defect in any such notice to any registered holder of Bonds

to be redeemed nor failure to give such notice to any such registered holder nor failure of any such registered holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other registered holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

This bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, but may be transferred only in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder in person or by such Holder's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. Each of the Bonds is issuable in fully registered form in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds having the same maturity. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this bond as the absolute owner hereof for all purposes, whether or not this bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of any Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of any Bonds, during the fifteen (15) days next preceding the redemption date established for such Bonds.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of the bonds does not violate any constitutional or statutory limitations or provisions.

LEGAL OPINION

[Insert appropriate approving opinion of bond counsel.]

The above is a true copy of the opinion rendered by Foley & Lardner, Jacksonville, Florida, in connection with the issuance of, and dated as of the original delivery

of, the Bonds of the issue of which this bond is one. An executed copy of that opinion is on file in my office.

_____
Clerk of the Board of County Commissioners
of St. Johns County, Florida

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

Insert Social Security or Other
Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within bond and does hereby irrevocably constitute and appoint _____

_____,

as attorneys to register the transfer of the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

ARTICLE 3

REDEMPTION OF BONDS

Section 3.1 Privilege of Redemption. The terms of this Article 3 shall apply to redemption of Bonds other than Capital Appreciation Bonds or Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution.

Section 3.2 Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 3.3 Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

(1) the redemption date,

(2) the Redemption Price,

(3) if less than all outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of and accrued interest on all the Bonds or portions of Bonds which are to be redeemed on that date.

In addition to the foregoing notice, further notice may be given by the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified mail or overnight delivery service to any Insurer which shall have insured, or any Credit Bank which shall have provided a Credit Facility for, any of the Bonds being redeemed and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Bonds consist (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4 Redemption of Portions of Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate

and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

Section 3.5 Payment of Redeemed Bonds. Official notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Registrar and/or Paying Agent for the purpose of the payment of the Redemption Price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

ARTICLE 4

SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

Section 4.1 Bonds not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with the terms of this Resolution. The Issuer may cause any Series of Bonds to be payable from and secured by a Credit Facility or a Bond Insurance Policy not applicable to any one or more other Series of Bonds. No Holder of any Bond or any Credit Bank or any Insurer shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer to pay such Bond or shall be entitled to payment of such Bond from any moneys of the Issuer except the Pledged Funds, in the manner provided herein.

The Pledged Funds shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Series 1995 Bonds, without any physical delivery by the Issuer of the Pledged Funds or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Issuer, in tort, contract or otherwise.

Section 4.2 Security for Bonds. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or a Bond Insurance Policy not applicable to any one or

more other Series of Bonds, as shall be provided by Supplemental Resolution, in addition to the security provided herein. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds.

Section 4.3 Covenant to Budget and Appropriate. Until all of the Bonds are paid or deemed paid pursuant to the provisions of this Resolution, the Issuer hereby covenants to appropriate in its Annual Budget, by amendment if necessary, from Non-Ad Valorem Funds lawfully available for such purpose in each Fiscal Year in which principal of, premium, if any, or interest on the Bonds becomes due and payable, (A) amounts sufficient, together with other available moneys, to pay the principal of, premium, if any, and interest on the Bonds as the same become due (whether by redemption, at maturity or otherwise), which amounts shall be deposited into the Sinking Fund to pay the principal of, premium, if any, and interest on the Bonds and (B) an amount equal to the amount of the credit given by the Issuer in calculating the Assessments to be levied in any Bond Year under the agreement between the Issuer and the Association relating to the Assessments in accordance with such agreement, which amount shall be deposited first into the Surplus Fund to the extent the amount on deposit therein is less than .50 times the Maximum Debt Service Requirement and then into the Assessments Reserve Fund. Such covenant on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments hereunder and under the Bonds shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs now or hereafter provided or maintained by the Issuer which generate Non-Ad Valorem Funds.

The above notwithstanding, such covenant to budget and appropriate does not create any pledge of or lien upon such Non-Ad Valorem Funds, nor does it hinder, restrict or preclude the Issuer from pledging in the future its Non-Ad Valorem Funds, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Funds, nor does it hinder, restrict or preclude the Issuer from making the same or a similar covenant with respect to any other contractual indebtedness, nor does it give the Bondholders a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Funds is subordinate and subject in all respects to the prior payment of obligations secured by a pledge or pledges of and lien or liens upon any or all of such Non-Ad Valorem Funds heretofore or hereinafter made or entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of the principal of, premium, if any, and interest on the Bonds in the manner described herein legally available Non-Ad Valorem Funds and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts from legally available Non-Ad Valorem Funds sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of State law relating to county budgets, including Section 129.07, Florida Statutes, as amended, which provides in part that it is unlawful for the board of county commissioners of a county to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget and

in no case shall the total appropriations of any budget be exceeded, except as provided pursuant to Section 129.06, Florida Statutes, as amended; and subject, further, to the prior payment of services and programs which (i) are essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, (ii) are legally mandated or required by applicable law and/or (iii) are the services and programs for which the revenues were received. The Issuer's determination that a service or program is an essential public purpose shall be presumed valid unless such determination clearly appears arbitrary and capricious.

The foregoing covenant of the Issuer to budget and appropriate Non-Ad Valorem Funds in accordance with this Section 4.3 shall be enforceable upon the Issuer in any court of competent jurisdiction in the manner provided in Section 7.2 hereof.

Section 4.4 Acquisition Fund. The Issuer covenants and agrees to establish a separate fund with an Authorized Depository to be known as the "St. Johns County Taxable Convention Center Revenue Bonds Acquisition Fund," which shall be used only for payment of the Cost of Projects. Moneys in the Acquisition Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Bondholders and for the further security of such Holders.

There shall be paid into the Acquisition Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution, and there may be paid into the Acquisition Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source.

The Issuer shall establish within the Acquisition Fund a separate account for the Initial Project and each Additional Project, the Cost of which is to be paid in whole or in part out of the Acquisition Fund.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall, upon receipt by the Issuer, be deposited into the appropriate account of the Acquisition Fund.

The Issuer covenants that the acquisition and/or construction of each Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Acquisition Fund to pay the Cost of a Project upon the filing with the Clerk of documents and/or certificates signed by an Authorized Issuer Officer stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid, (4) the Acquisition Fund account from which payment is to be made, (5) the purpose, by general classification, for which payment is to be made, and (6) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Cost of a Project and is a proper charge against the account of the Acquisition Fund from which payment is to be made and has not been the basis of any previous disbursement or payment, or

(B) each obligation, item of cost or expense mentioned therein has been paid by the Issuer, is a reimbursement of a part of the Cost of a Project, is a proper charge against the account of the Acquisition Fund from which payment is to be made, has not been theretofore reimbursed to the Issuer or otherwise been the basis of any previous disbursement or payment and the Issuer is entitled to reimbursement thereof. The Clerk shall retain all such documents and/or certificates of the Authorized Issuer Officers for seven (7) years from the dates of such documents and/or certificates. The Clerk shall make available the documents and/or certificates at all reasonable times for inspection by any Bondholder or the agent or representative of any Bondholder.

Notwithstanding any of the other provisions of this Section 4.4, to the extent that other moneys are not available therefor, amounts in the Acquisition Fund shall be applied to the payment of principal of or Redemption Price, if applicable, and interest on Bonds when due.

The date of completion of a Project shall be determined by the Authorized Issuer Officer who shall certify such fact in writing to the Governing Body. Promptly after the date of the completion of a Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in the Acquisition Fund (1) with respect to the Initial Project, in (a) the Reserve Fund, to the extent of a deficiency therein, and (b) the Sinking Fund to redeem Series 1995 Bonds in accordance with the terms thereof and (2) with respect to any Additional Project, in (a) another account of the Acquisition Fund for which the Authorized Issuer Officer has stated that there are insufficient moneys present to pay the Cost of the related Project, (b) the Reserve Fund, to the extent of a deficiency therein, and (c) such other fund or account of the Issuer established hereunder as shall be determined by the Governing Body.

Section 4.5 Funds and Accounts. The Issuer covenants and agrees to establish with one or more Authorized Depositories the following separate funds and accounts:

(A) Taxable Convention Center Revenue Bonds Sinking Fund. The Issuer shall establish in the Sinking Fund three accounts: the "Interest Account," the "Principal Account" and the "Bond Amortization Account."

(B) Taxable Convention Center Revenue Bonds Reserve Fund.

(C) Occupancy Fees Fund.

(D) Convention Center Revenue Fund. The Issuer shall establish in the Convention Center Revenue Fund five accounts: the "Operator's Minimum Payment Account," the "County Ticket and Event Parking Surcharge Account, "the "Net Income Account," the "Emergency Operating Account," the "Operation and Maintenance Account" and the "Renewal and Replacement Account." The Issuer shall establish the Operation and Maintenance Account and the Renewal and Replacement Account only in the event (1) the Operator shall no longer be operating the Facilities pursuant to the Operating Agreement and (2) the Issuer itself shall be operating the Facilities.

(E) Operator's Additional Payments Fund.

(F) Golf Hall of Fame Fees Fund.

(G) Automobile Rental Surcharge Fund.

(H) Assessments Reserve Fund.

(I) Surplus Fund.

The Issuer may establish by Supplemental Resolution such other funds and accounts as it shall deem necessary or advisable.

The Issuer shall at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Issuer and/or the Bondholders, any one or more of the funds and accounts established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

Section 4.6 Flow of Funds.

(A) Occupancy Fees Fund. The Issuer shall deposit all Occupancy Fees into the Occupancy Fees Fund, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Fund and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Occupancy Fees Fund to the Surplus Fund.

(B) Operator's Additional Payments Fund. The Issuer shall deposit all Operator's Additional Payments into the Operator's Additional Payments Fund, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Fund and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Operator's Additional Payments Fund to the Surplus Fund.

(C) Golf Hall of Fame Fees Fund. The Issuer shall deposit all Golf Hall of Fame Fees into the Golf Hall of Fame Fees Fund, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Fund and deposit into or credit to, first, the Sinking Fund such sums as are described in Section

4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Golf Hall of Fame Fees Fund to the Surplus Fund.

(D) Automobile Rental Surcharge Fund. The Issuer shall deposit the Automobile Rental Surcharge into the Automobile Rental Surcharge Fund, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Fund and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Automobile Rental Surcharge Fund to the Surplus Fund.

(E) Assessments Reserve Fund. The Issuer shall deposit all Assessments into the Assessments Reserve Fund, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Fund and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. The Assessments Reserve Fund shall also be funded from moneys in the Surplus Fund in the manner provided in Section 4.6(I) hereof.

(F) Convention Center Revenue Fund.

(1) During all times that the Operator is operating the Facilities pursuant to the Operating Agreement, the Issuer shall deposit the Operator's Minimum Payment into the Operator's Minimum Payment Account, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Account and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Operator's Minimum Payment Account to the Surplus Fund.

The Issuer shall deposit the County Ticket and Event Parking Surcharge into the County Ticket and Event Parking Surcharge Account, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Account and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the County Ticket and Event Parking Surcharge Account to the Surplus Fund.

The Issuer shall deposit all Revenues received by the Issuer in accordance with the Operating Agreement into the Net Income Account, promptly upon receipt thereof. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall transfer from such Account and deposit into or credit to, first, the Sinking Fund such sums as are described in Section 4.6(G) hereof, then, the Reserve Fund such sums as are described in Section 4.6(H) hereof. On the day immediately succeeding the last day of each Bond Year the Issuer shall transfer the balance of any moneys remaining in the Net Income Account to the Surplus Fund.

The Emergency Operating Account shall be funded from moneys in the Surplus Fund in the manner provided in Section 4.6(I) hereof. The moneys in the Emergency Operating Account shall be applied by the Issuer for the purpose of paying reasonable and necessary Operating Expenses in the event the Operator shall fail to pay the same in accordance with the Operating Agreement and the Issuer determines to pay such Operating Expenses; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the fifteenth (15th) day of the month next preceding such payment date), moneys in the Emergency Operating Account shall be applied for the payment into the Interest Account, the Principal Account and the Bond Amortization Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys available in the Reserve Fund for such purpose pursuant to Section 4.6(H) hereof shall be inadequate to fully provide for such insufficiency. In the event the Operator is no longer operating the Facilities pursuant to the Operating Agreement, moneys in the Emergency Operating Account shall be deposited into the Renewal and Replacement Account.

(2) During all times that the Issuer is operating the Facilities, the Issuer shall deposit all Gross Revenues into the Convention Center Revenue Fund, promptly upon the receipt thereof. Commencing with the month in which the Issuer shall become the operator of the Facilities, the moneys in the Convention Center Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

(a) Payments. The Issuer shall deposit into or credit to (i) the Operator's Minimum Payment Account an amount equivalent to the Operator's Minimum Payment that would have been received by the Issuer under the Operating Agreement, (ii) to the Operator's Additional Payments Fund an amount equivalent to the portion of the Operator's Additional Payments that would have been received by the Issuer under Section 5.18 of the Operating Agreement, and (iii) the County Ticket and Event Parking Surcharge Account an amount equivalent to the County Ticket and Event Parking Surcharge that would have been received by the Issuer from the Operator under the Operating Agreement.

(b) Operation and Maintenance. Next, the Issuer shall deposit into or credit to the Operation and Maintenance Account such sums as shall be sufficient

to pay reasonable and necessary Operating Expenses for the next ensuing three months; provided, however, that no such payment shall be made unless the provisions of Section 5.3 hereof in regard to the current Annual Budget are complied with.

(c) Sinking Fund. Next, on or prior to any Interest Date, the Issuer shall deposit into or credit to the Sinking Fund such sums as are described in Section 4.6(G) hereof.

(d) Reserve Fund. Next, on or prior to any Interest Date, the Issuer shall deposit into or credit to the Reserve Fund such sums as are described in Section 4.6(H) hereof.

(e) Renewal and Replacement Account. Next, the Issuer shall deposit into or credit to the Renewal and Replacement Account such sums as shall be sufficient so that the balance on deposit in the Renewal and Replacement Account equals the Renewal and Replacement Account Requirement. If the balance on deposit in the Renewal and Replacement Account exceeds the Renewal and Replacement Account Requirement such excess amount shall be transferred by the Issuer from the Renewal and Replacement Account and deposited into the Convention Center Revenue Fund. The moneys in the Renewal and Replacement Account shall be applied by the Issuer for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the Facilities, or extraordinary repairs of the Facilities; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the fifteenth day of the month next preceding such payment date), moneys in the Renewal and Replacement Account shall be applied for the payment into the Interest Account, the Principal Account and the Bond Amortization Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys available in the Reserve Fund for such purpose pursuant to Section 4.6(H) hereof shall be inadequate to fully provide for such insufficiency.

(f) Surplus Moneys. On the day immediately succeeding the last day of each Bond Year, the Issuer shall transfer the balance of any moneys remaining in the Convention Center Revenue Fund not required to make the deposits required by paragraph (a) above for the next ensuing Bond Year or to make the deposits required by paragraph (b) above for the next ensuing six months, first, to the Renewal and Replacement Account (only to the extent the income and other amounts therein do not exceed the Renewal and Replacement Account Requirement) and then to the Surplus Fund.

(G) Sinking Fund. The Issuer shall deposit into or credit to the Sinking Fund sums sufficient to make all deposits into the Sinking Fund required by this Section 4.6(G). Such deposits shall be made by the Issuer from moneys in the following funds and accounts in the following order of priority: Occupancy Fees Fund; Operator's Minimum Payment Account;

Operator's Additional Payment Fund; Golf Hall of Fame Fees Fund; County Ticket and Event Parking Surcharge Account; Net Income Account; Convention Center Revenue Fund; Automobile Rental Surcharge Fund; Assessments Reserve Fund; Surplus Fund; Reserve Fund; Emergency Operating Account; Renewal and Replacement Account. In the event such moneys are insufficient for such purpose, moneys budgeted and appropriated pursuant to Section 4.3 hereof shall be deposited into the Sinking Fund for such purpose. The moneys on deposit in the Sinking Fund shall be applied in the manner provided herein solely for the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds and shall not be available for any other purpose. The moneys transferred to the Sinking Fund shall be deposited or credited in the following manner and in the following order of priority:

(1) Interest Account. On or prior to the sixtieth (60th) day preceding any Interest Date, the Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said account, shall equal the interest on all Outstanding Bonds due and unpaid and the interest on all Outstanding Bonds due on such Interest Date. Moneys in the Interest Account shall be applied by the Issuer to pay interest on the Bonds as and when the same shall become due, whether by redemption or otherwise, and for no other purpose.

(2) Principal Account. Next, on or prior to the sixtieth (60th) day preceding any principal payment date, the Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said account, shall equal the principal amount of all Outstanding Bonds other than Term Bonds due and unpaid and the principal amount of all Outstanding Bonds other than Term Bonds due on such principal payment date. Serial Capital Appreciation Bonds (including their respective interest components) shall be payable entirely from moneys in the Principal Account on their respective maturity dates. Moneys in the Principal Account shall be applied by the Issuer to pay the principal of the Bonds other than Term Bonds as and when the same shall become due, whether at maturity or otherwise, and for no other purpose.

(3) Bond Amortization Account. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account. On or prior to the sixtieth (60th) day preceding any date for payment of an Amortization Installment, the Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said account, shall equal the principal amount of all Outstanding Term Bonds due and unpaid and all Amortization Installments due on such payment date. Term Capital Appreciation Bonds (including their respective interest components) shall be payable entirely from moneys in the Bond Amortization Account on the respective due dates of the Amortization Installments applicable thereto. Moneys in the Bond Amortization Account shall be applied by the Issuer to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment may be applied by the Issuer, on or prior to the sixtieth (60th) day

preceding the due date of such Amortization Installment (i) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, at a price not greater than the Redemption Price at which such Term Bonds may be redeemed on the first date thereafter on which such Term Bonds shall be subject to redemption, or (ii) to the redemption at the applicable Redemption Price of such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the sixtieth (60th) day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.3 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the respective Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Occupancy Fees Fund or the Surplus Fund.

(H) Reserve Fund. The Issuer shall deposit into or credit to the Reserve Fund such sum, if any, as will be necessary to immediately restore the funds on deposit therein to an amount equal to the Reserve Fund Requirement including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein or the cash replacement thereof. Such deposits shall be made by the Issuer from moneys in the following funds and accounts in the following order of priority: Occupancy Fees Fund; Operator's Minimum Payment Account; Operator's Additional Payment Fund; Golf Hall of Fame Fees Fund; County Ticket and Event Parking Surcharge Account; Net Income Account; Convention Center Revenue Fund; Automobile Rental Surcharge Fund; Assessments Reserve Fund; Surplus Fund. On or prior to each principal and interest payment date for the Bonds, moneys in the Reserve Fund shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose. Whenever there shall be surplus moneys in the Reserve Fund by reason of a decrease in the Reserve Fund Requirement or as a result of a deposit therein of a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit, such surplus moneys shall be deposited by the Issuer into the Sinking Fund.

Upon the issuance of any Series of Bonds, under the terms, limitations and conditions as herein provided, the Issuer shall provide for the funding of the Reserve Fund in an amount equal to the Reserve Fund Requirement. Such required amount may be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments from the Revenue Fund, on a parity with the payments required by the first sentence

of this subsection (H), to the Reserve Fund over a period of months from the date of issuance of such Series of Bonds, which shall not exceed the greater of (a) sixty (60) months, or (b) the number of months for which interest on such Series of Bonds has been capitalized, as determined by Supplemental Resolution.

Whenever moneys on deposit in the Reserve Fund, together with the other available amounts in the Sinking Fund, the Surplus Fund and the Assessment Reserve Fund, are sufficient to fully pay all Outstanding Bonds (including principal and interest thereon) in accordance with their terms, the funds on deposit in the Reserve Fund, the Sinking Fund, the Surplus Fund and the Assessment Reserve Fund shall be applied to the payment of Bonds.

Notwithstanding the foregoing provisions, in lieu of the required deposits into the Reserve Fund, the Issuer may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums, if any, remaining on deposit in the Reserve Fund after the deposit of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose. The issuer providing such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be either (a) an insurer (i) whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) by either Standard & Poor's or Moody's Investors Service, or (ii) who holds one of the two highest policyholder ratings accorded insurers by A. M. Best & Company, or any comparable service, or (b) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have, or whose obligation to pay is guaranteed by a commercial bank, insurance company or other financial institution which has, been assigned a rating by either Moody's Investors Service or Standard & Poor's in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories).

If fifteen (15) days prior to an interest payment or mandatory redemption date, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit, and (b) the Insurer, if any, of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer or Insurer to provide moneys sufficient to pay all amounts due on such interest payment or redemption date.

If a disbursement is made from a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit provided pursuant to this Section 4.6(H), the Issuer shall reinstate the

maximum limits of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit immediately following such disbursement from moneys available in the Reserve Fund in accordance with the provisions of the first paragraph of this Section 4.6(H), by depositing funds in the amount of the disbursement made under such instrument, with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, but in no case greater than the maximum rate of interest permitted by law. In addition, and in the same manner, the Issuer shall reimburse the issuer of the Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit for all reasonable expenses incurred by such issuer in connection with the draw on such Reserve Fund Insurance Policy or the Reserve Fund Letter of Credit, as the case may be.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note therefor and/or an agreement relating thereto, which shall be approved by Supplemental Resolution, provided, however, any such note and any payment obligations of the Issuer under such agreement (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from moneys available in the Reserve Fund in accordance with the provisions of the first paragraph of this Section 4.6(H). All of the provisions of such promissory note or such agreement, when executed and delivered by the Issuer, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

To the extent the Issuer causes to be deposited into the Reserve Fund, a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit for a term of years shorter than the life of the Series of Bonds so insured or secured, then the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall provide, among other things, that the issuer thereof shall provide the Issuer with notice as of each anniversary of the date of the issuance of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the intention of the issuer thereof to either (a) extend the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit beyond the expiration dates thereof, or (b) terminate the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit on the initial expiration dates thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit notifies the Issuer pursuant to clause (b) of the immediately preceding sentence or if the Issuer terminates the Reserve Fund Letter of Credit and/or Reserve Fund Insurance Policy, then the Issuer shall deposit into the Reserve Fund, on or prior to the fifteenth (15th) day of the first full calendar month following the date on which such notice is received by the Issuer, such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is one (1) and the denominator of which is equal to the number of months remaining in the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the Reserve Fund Requirement on the date such notice was received (the maximum amount available, assuming full reimbursement by the Issuer, under the Reserve Fund Letter of Credit and/or the Reserve Fund Insurance Policy to be reduced annually by an amount equal to the deposit to the Reserve

Fund during the previous twelve (12) month period) until amounts on deposit in the Reserve Fund, as a result of the aforementioned deposits, and no later than upon the expiration of such Reserve Fund Insurance Policy and/or such Reserve Fund Letter of Credit, shall be equal to the Reserve Fund Requirement applicable thereto.

If any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Fund over a period not to exceed sixty (60) months during which it shall make consecutive equal monthly payments in order that the amount on deposit in such account at the end of such period shall equal the Reserve Fund Requirement; provided, the Issuer may, with the prior written consent of the Insurer, if any, obtain a new Reserve Fund Letter of Credit or a new Reserve Fund Insurance Policy in lieu of making the payments required by this paragraph.

Prior to deposit in the Reserve Fund, any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall be approved in writing by each Insurer and Credit Bank and shall conform to such additional or different restrictions as such Insurer or Credit Bank shall reasonably require.

(I) Surplus Fund. On or prior to each principal and interest payment date for the Bonds, moneys in the Surplus Fund shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Bond Amortization Account shall be insufficient for such purpose, to the payment of the expenses, liabilities and compensation of any Paying Agent or Registrar under this Resolution and to the payment of the fees of the provider of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit (but excluding any expenses or reimbursement obligations for draws made thereunder). No later than the thirtieth (30th) day immediately succeeding the last day of each Bond Year the balance of any moneys remaining in the Surplus Fund greater than .50 times the Maximum Debt Service Requirement shall be applied in the following manner and in the following order of priority:

(1) Reserve Fund. The Issuer shall deposit into or credit to the Reserve Fund such sums as are described in Section 4.6(H) hereof.

(2) Assessments Reserve Fund. The Issuer shall deposit into or credit to the Assessments Reserve Fund such sums as shall be sufficient so that the balance on deposit in the Assessments Reserve Fund shall equal the Assessments Reserve Fund Requirement.

(3) Emergency Operating Reserve Account. The Issuer shall deposit into or credit to the Emergency Operating Reserve Account such sums as shall be sufficient so that the balance on deposit in the Emergency Operating Reserve Account shall equal the Emergency Operating Reserve Account Requirement.

(4) Sinking Fund. The Issuer shall deposit into or credit to the Sinking Fund the balance of any moneys remaining in the Surplus Fund accumulated during the first, second and third Bond Years. Such deposits into or credits to the Sinking Fund shall not be made with respect to moneys accumulated in the Surplus Fund during the fourth Bond Year or any Bond Year thereafter.

(5) Assessments. The Issuer shall pay to the Association an amount equal to certain unreimbursed Assessments paid by the Association in accordance with the agreement between the Issuer and the Association relating to the Assessments.

(6) Operating Agreement. The Issuer shall pay to the Operator for deposit into the Capital Replacement Account established under the Operating Agreement an amount equal to the amount specified in the Operating Agreement to be paid by the Issuer for deposit therein in accordance with the Operating Agreement.

(7) Golf Hall of Fame Fees and Automobile Rental Surcharge. The Issuer shall pay, on a pro rata basis, to (a) WGV an amount equal to certain Golf Hall of Fame Fees paid by WGV in the preceding Bond Year in accordance with the agreement between the Issuer and WGV relating to the Golf Hall of Fame Fees and (b) JQH-LP and certain other property owners an amount equal to certain Automobile Rental Surcharge paid by JQH-LP and such property owners in the preceding Bond Year in accordance with the agreement among the Issuer, JQH-LP and such property owners relating to the Automobile Rental Surcharge.

(8) Occupancy Fees. The Issuer shall pay to certain property owners within the Saint Johns DRI an amount equal to a percentage of certain Occupancy Fees paid by such property owners in the preceding Bond Year in accordance with the agreements between the Issuer and such property owners relating to the Occupancy Fees.

(9) Redemption of Bonds. The balance of any moneys remaining in the Surplus Fund after the deposits and payments required by parts (1) through (8) of this subsection (I) shall be applied by the Issuer to redeem Bonds in accordance with Article 3 of this Resolution.

(J) Purchase or Redemption of Bonds. The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(K) Deposit of Moneys with Paying Agents. At least one (1) business day prior to the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Sinking Fund sufficient moneys to

pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(L) Reimbursement of Credit Bank. In the case of Bonds secured by a Credit Facility, amounts on deposit in any funds or accounts established for such Bonds may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of or Redemption Price, if applicable, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the Holders thereof for payment.

Section 4.7 Investments. Each fund and account established hereby shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in each fund and account, other than the Reserve Fund, may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Moneys on deposit in the Reserve Fund may be invested or reinvested in securities provided in clauses (1) through (9) of the definition of Authorized Investments which shall mature no later than five (5) years from the date of acquisition thereof.

Any and all income received by the Issuer from the investment of moneys in the Acquisition Fund, the Occupancy Fees Fund, the Operator's Additional Payments Fund, the Golf Hall of Fame Fees Fund, the Automobile Rental Surcharge Fund and the Surplus Fund, in the Operator's Minimum Payment Account, the County Ticket and Event Parking Surcharge Account, the Net Income Account, the Emergency Operating Account (to the extent such income and other amounts therein do not exceed the Emergency Operating Account Requirement), the Operation and Maintenance Account and the Renewal and Replacement Account (to the extent such income and other amounts therein do not exceed the Renewal and Replacement Account Requirement) in the Convention Center Revenue Fund, in the Interest Account, the Principal Account and the Bond Amortization Account in the Sinking Fund, in the Assessments Reserve Fund (to the extent such income and other amounts therein do not exceed the Assessments Reserve Fund Requirement), and in the Reserve Fund (to the extent such income and the other amounts therein do not exceed the Reserve Fund Requirement) shall be retained in such respective fund or account.

Any and all income received from the investment of moneys in the Reserve Fund (only to the extent such income and other amounts therein exceed the Reserve Fund Requirement) and in the Assessments Reserve Fund (only to the extent such income and other amounts therein exceed the Assessments Reserve Fund Requirement) shall be deposited upon receipt thereof in the Sinking Fund. Any and all income received from the investment of moneys in the Emergency Operating Account (only to the extent such income and other amounts therein exceed the Emergency Operating Account Requirement) and in the Renewal and Replacement Account (only to the extent such income and other amounts therein exceed the Renewal and Replacement Account Requirement) shall be deposited upon receipt thereof in the Convention Center Revenue Fund.

All investments shall be valued at cost. Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Section 4.8 Separate Accounts. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE 5

COVENANTS

Section 5.1 General. In addition to all of the other covenants of the Issuer contained in this Resolution, the Issuer hereby covenants with each and every successive Holder of any of the Bonds so long as any of the Bonds shall remain Outstanding each and every one of the covenants contained in this Article 5.

Section 5.2 Operation and Maintenance. The Issuer will maintain or cause to be maintained the Facilities and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

Section 5.3 Annual Budget. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. No expenditure for the operation and maintenance of the Facilities shall be made by the Issuer in any Fiscal Year in excess of the amount provided therefor in the Annual Budget (A) without a written finding and recommendation by an Authorized Issuer Officer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures, and (B) until the Governing Body shall have approved such finding and recommendation by resolution.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, other than the first Fiscal Year, the preliminary budget for such Fiscal Year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year shall be adopted; and if a preliminary budget shall not have been prepared, the Annual Budget for the preceding Fiscal Year shall be deemed to continue in effect.

The Issuer may at any time adopt an amended Annual Budget for the then current Fiscal Year.

The Issuer shall mail copies of such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for operation and maintenance to any Holder who shall file an address with the Clerk and request in writing that copies of all such Annual Budgets and resolutions be furnished to such Holder and shall make available all such Annual Budgets and resolutions authorizing increased expenditures for operation and maintenance of the Facilities at all reasonable times to any Holder or to anyone acting for or on behalf of any Holder. The Issuer shall be permitted to make a reasonable charge for furnishing to any Holder such Annual Budgets and resolutions.

Section 5.4 Books and Records. The Issuer shall keep books, records and accounts of the operation of the Facilities and of the receipt of the Pledged Funds in accordance with generally accepted accounting principles, and a Credit Bank, Insurer or Holder of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

The Issuer covenants that within one hundred eighty (180) days of the close of each Fiscal Year it will caused to be prepared and filed with the Clerk and mailed to all Credit Banks, Insurers and Holders who shall have filed their names and addresses with the Clerk for such purpose a statement setting forth with respect to the preceding Fiscal Year: (A) the amount of the Pledged Revenues received in the preceding Fiscal Year; (B) the total amounts deposited to the credit of each fund and account created under the provisions of this Resolution; (C) the principal amount of all Bonds issued, paid, purchased or redeemed; and (D) the amounts on deposit at the end of such Fiscal Year to the credit of each fund or account.

Section 5.5 Annual Audit. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the Pledged Revenues and the financial statements of the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Such Annual Audits shall contain, but not be limited to, a balance sheet, an income statement, a statement of changes in financial position, a statement of changes in retained earnings, a statement of insurance coverage, and any other statements as required by law or accounting convention, and a certificate by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein. Each Annual Audit shall be in conformity with generally accepted accounting principles. A copy of each Annual Audit shall regularly be furnished to any Insurer, to any Credit Bank and to any

Holder who shall have furnished an address to the Clerk and requested in writing that the same be furnished to such Holder. The Issuer shall be permitted to make a reasonable charge for furnishing to any Holder such Annual Audit.

Section 5.6 No Mortgage or Sale of the Facilities. The Issuer irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the Facilities as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 9.1 hereof.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Facilities in the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the Facilities, (B) such property is not useful in the operation of the Facilities, (C) such property is not profitable in the operation of the Facilities, or (D) in the case of a lease of such property, will be advantageous to the Facilities and will not adversely affect the security for the Bondholders.

Except as otherwise provided in the Operating Agreement, prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of one-half (1/2) of one percent (1%) of the value of the Facilities at original cost, an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.6 have been met; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of one-half (1/2) of one percent (1%) of the value of the Facilities at original cost, an Authorized Issuer Officer shall first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 5.6 have been met and the Governing Body of the Issuer shall, by resolution, duly adopt, approve and concur in the finding of the Authorized Issuer Officer.

Except as otherwise provided in the Operating Agreement, the proceeds from such sale, lease or other disposition shall be deposited into the Reserve Fund to the extent necessary to make the amount therein equal to the Reserve Fund Requirement, and second, into the Sinking Fund.

The transfer of the Facilities as a whole from the control of the Governing Body to some other board or authority which may hereafter be created for such purpose and which constitutes a governmental entity shall not be deemed prohibited by this Section 5.6 and such successor board or authority shall fall within the definition of "Issuer" in Section 1.1 hereof.

Notwithstanding the foregoing provisions of this Section 5.6, the Issuer shall have the authority to enter into the Operating Agreement and the authority to sell for fair and reasonable consideration any land comprising a part of the Facilities which is no longer

necessary or useful in the operation of the Facilities and the proceeds derived from the sale of such land shall be disposed of in accordance with the provisions of the fourth paragraph of this Section 5.6.

Additionally, the Issuer may make other contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Facilities if such contract, license, easement or right does not impede or restrict the operation of the Facilities.

Section 5.7 Insurance. The Issuer will carry or caused to be carried such insurance as is ordinarily carried by private or public corporations owning and operating convention center facilities similar to the Facilities with a reputable insurance carrier or carriers, who hold one of the two highest policyholder ratings accorded insurers by A. M. Best & Company, or any comparable service, or have been assigned a rating by either Moody's Investors Service or Standard & Poor's in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) including public and product liability insurance in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion (including underground explosion), hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the replacement value of the buildings, properties, furniture, fixtures and equipment of the Facilities, or such other amount or amounts as an insurance consultant, as described below, shall approve as sufficient.

The Issuer may establish certain minimum levels of insurance for which the Issuer may self-insure. Such minimum levels of insurance shall be in amounts as recommended in writing by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the Facilities.

Section 5.8 No Impairment. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Governing Body except as permitted by Article 8 hereof. This Section 5.8 shall not be deemed to modify or restrict the provisions of Section 4.3 hereof.

Section 5.9 Collection of Pledged Revenues. The Issuer will diligently enforce its right to receive the Pledged Revenues.

Section 5.10 Covenants With Credit Banks and Insurers. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders the same as if such covenants were set forth in full in this Resolution.

Section 5.11 Special Covenants Relating to Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(A) The Issuer shall annually submit to the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit, records of withdrawals on such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be, received by the Paying Agent and remaining unpaid, the respective dates of such withdrawals, the interest accrued on such withdrawals and the aggregate amount of interest due by the Issuer to the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

(B) The Issuer hereby acknowledges that the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall be deemed a third-party beneficiary of this Resolution for the purpose of enforcing the terms, conditions and obligations of this Resolution which benefit the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

Section 5.12 Anti-Dilution Covenant. The Issuer shall not issue any additional obligations secured by all or any portion of the Limited Non-Ad Valorem Revenues as defined below ("Specific Lien Debt") or a covenant to budget and appropriate from Limited Non-Ad Valorem Revenues ("Budget Covenant Debt," together with the Specific Lien Debt, "Non-Ad Valorem Debt"), other than subordinated obligations, unless the following conditions are complied with:

(A) The average of the total Limited Non-Ad Valorem Revenues in the two (2) preceding Fiscal Years shall equal or exceed 2.00 times the maximum annual debt service on all outstanding and proposed Non-Ad Valorem Debt.

(B) The total Limited Non-Ad Valorem Revenues for the preceding Fiscal Year, less (1) the Non-Ad Valorem Revenue Share of Essential Services Expenditures Amount as defined below and (2) the debt service on outstanding and proposed Specific Lien Debt for the next Fiscal Year, shall equal at least 1.10 times the maximum annual debt service on all outstanding and proposed Budget Covenant Debt.

For purposes of this Section 5.12, the following terms shall have the following meanings:

"Limited Non-Ad Valorem Revenues" means all revenues of the Issuer derived from sources other than ad valorem taxation, other than enterprise fund revenues or restricted revenues of the Issuer.

"Non-Ad Valorem Revenue Share of Essential Services Expenditures Amount" means the amount determined by multiplying the average total cost of the Essential Services for the preceding two (2) Fiscal Years by a fraction, the numerator of which is the total Limited Non-Ad Valorem Revenues for the preceding Fiscal Year and the denominator of which is the

average total revenues of the Issuer derived from all sources for the preceding two (2) Fiscal Years.

"Essential Services" means the total expenditures by the Issuer for public safety and general governmental purposes as reported in the audited financial statements of the Issuer.

This Section 5.12 shall not be deemed to modify or restrict the provisions of Section 4.3 hereof.

ARTICLE 6

SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

Section 6.1 Subordinated Indebtedness. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness that are not Additional Bonds and that are payable in whole or in part out of the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to Section 6.2 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due. This Section 6.1 shall not be deemed to modify or restrict the provisions of Section 4.3 hereof.

Section 6.2 Issuance of Additional Bonds. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing the Cost of an Additional Project, or the completion thereof or of the Initial Project, or refunding any or all Outstanding Bonds or of any Subordinated Indebtedness of the Issuer. Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution; provided, however, any Supplemental Resolution authorizing the issuance of Additional Bonds may provide that any of the covenants herein contained will not be applicable to such Additional Bonds, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of the Holders of any Bonds which shall then be Outstanding. Except as provided in Sections 4.2 and 4.6 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom

without preference of any Bonds over any other; provided, however, that the Issuer shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Bonds pursuant to this Section 6.2 that in the event the principal thereof is accelerated due to such Bonds being held by the issuer of a Credit Facility, the lien of such Bonds on the Pledged Funds shall be subordinate in all respects to the pledge of the Pledged Funds created by this Resolution. No such Additional Bonds shall be issued by the Issuer unless the following conditions are complied with:

(A) The Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution and has complied with the covenants and agreements of this Resolution.

(B) There shall have been obtained and filed with the Issuer a certificate of an independent certified public accountant: (1) stating that such accountant has examined the books and records of the Issuer relating to the collection and receipt of Pledged Revenues; (2) setting forth the amount of Pledged Revenues for the immediately preceding Fiscal Year or any twelve (12) consecutive months selected by the Issuer of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds; (3) stating that such Pledged Revenues equal at least 1.25 times the Maximum Debt Service Requirement for all Outstanding Bonds and such Additional Bonds then proposed to be issued, and 1.00 times the maximum annual debt service for all Subordinated Indebtedness then outstanding; and (4) stating that no Event of Default was disclosed in the report of the most recent Annual Audit, or if such Event of Default was so disclosed, that it shall have been cured.

(C) In computing Maximum Debt Service Requirement for purposes of this Section 6.2, the interest rate on outstanding Variable Rate Bonds, and on additional parity Variable Rate Bonds then proposed to be issued, shall be deemed to be the Maximum Interest Rate applicable thereto.

(D) For the purpose of this Section 6.2, the phrase "immediately preceding Fiscal Year or any twelve (12) consecutive months selected by the Issuer of the twenty-four (24) months immediately preceding the issuance of such Additional Bonds" shall be sometimes referred to as "twelve (12) consecutive months."

(E) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.2(B) shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of principal of and interest on the Outstanding Bonds becoming due in the current Fiscal Year and all subsequent Fiscal Years. The conditions of Section 6.2(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

(F) In the event that the total amount of any Series of Bonds authorized to be issued shall not be issued simultaneously, such Bonds which shall be issued subsequently shall be subject to the conditions of Section 6.2(B) hereof.

(G) In addition to all of the other requirements specified in this Section 6.2, the Issuer must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Additional Bonds.

Section 6.3 Bond Anticipation Notes. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by resolution of the Issuer.

Section 6.4 Accession of Subordinated Indebtedness to Parity Status with Bonds. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Section 6.2 hereof, assuming, for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed by such Subordinated Indebtedness shall be, or become part of the Facilities, and (C) the Issuer shall provide for the funding of the Reserve Fund, upon such accession, in an amount equal to the increase in the amount of the Reserve Fund Requirement occasioned by such accession in accordance with Section 4.6(H) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

ARTICLE 7

DEFAULTS AND REMEDIES

Section 7.1 Events of Default. The following events shall each constitute an "Event of Default" hereunder:

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization

instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from any Insurer or the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or any Credit Bank. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

Section 7.2 Remedies. Upon the occurrence and continuation of any Event of Default, any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof. Venue for State proceedings shall be in St. Johns County, Florida, and venue for federal proceedings shall be in the Middle District of Florida.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

Section 7.3 Directions to Trustee as to Remedial Proceedings. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring, or any Credit Bank providing a Credit Facility for, any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such

direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

Section 7.4 Remedies Cumulative. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.5 Waiver of Default. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.2 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

Section 7.6 Application of Moneys After Default. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(B) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.1 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

Section 7.7 Control by Insurer or Credit Bank. Upon the occurrence and continuance of an Event of Default, each Insurer or Credit Bank, if such Insurer or Credit Bank shall have honored all of its commitments under its Bond Insurance Policy or its Credit Facility, as the case may be, shall be entitled to direct and control the enforcement of all rights and remedies with respect to the Bonds it shall insure or for which such Credit Facility is provided.

ARTICLE 8

SUPPLEMENTAL RESOLUTIONS

Section 8.1 Supplemental Resolution Without Bondholders' Consent. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in Articles 1 through 9 of this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine at any time prior to the first delivery of any Series of Bonds the matters and things referred to in Sections 2.1 or 2.2 hereof, and also any

other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination in a manner not inconsistent with the validation of the Series 1995 Bonds.

(F) To authorize Additional Projects or to change or modify the description of the Initial Project or any Additional Project in a manner not inconsistent with the validation of the Series 1995 Bonds.

(G) To specify and determine matters necessary or desirable for the issuance of Capital Appreciation Bonds or Variable Rate Bonds.

(H) To authorize Additional Bonds or Subordinated Indebtedness.

(I) To make any other change not inconsistent with the validation of the Series 1995 Bonds that, in the opinion of Bond Counsel, would not materially adversely affect the security for the Bonds. In making such determination, Bond Counsel shall not take into consideration any Bond Insurance Policy.

Except Supplemental Resolutions described in subsections (E), (F) and (H) of this Section 8.1, no Supplemental Resolution adopted pursuant to this Article 8 shall become effective unless approved by every Insurer; and the Issuer covenants and agrees to furnish to each Insurer an executed original transcript of the Issuer's proceedings with respect to the adoption of each Supplemental Resolution.

Section 8.2 Supplemental Resolution With Bondholders', Insurer's and Credit Bank's Consent. Subject to the terms and provisions contained in this Section 8.2 and Section 8.1 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.2. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.2 shall also require the written consent of the Insurer of, or any Credit Bank providing a Credit Facility for, any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other

than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders, the Insurer or the Credit Bank of the adoption of any Supplemental Resolution as authorized in Section 8.1 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.2, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books and to all Insurers of, and Credit Banks providing a Credit Facility for, Bonds Outstanding. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.2 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.2.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

The above notwithstanding, no Supplemental Resolution shall be adopted that is inconsistent with the validation of the Series 1995 Bonds.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.2, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Section 8.3 Amendment with Consent of Insurer and/or Credit Bank Only. If all of the Bonds Outstanding hereunder are insured or secured as to payment of principal and interest by an Insurer or Insurers and/or by a Credit Facility provided by a Credit Bank or Credit Banks, and the Insurer or Insurers and/or the Credit Bank or Credit Banks, as applicable, are not in default, and the Bonds, at the time of the hereinafter described amendment, shall be rated by the rating agencies which shall have rated the Bonds at the time such Bonds were insured or such Credit Facility was provided no lower than the ratings assigned thereto by such rating agencies on the date such Bonds were insured or such Credit Facility was provided, the Issuer may enact one or more Supplemental Resolutions amending all or any part of Articles 1, 4, 5, 6 and 7 hereof with the written consent of said Insurer or Insurers and/or said Credit Bank or Credit Banks, as applicable, and the acknowledgment by said Insurer or Insurers and/or said Credit Bank or Credit Banks that its Bond Insurance Policy or its Credit Facility, as the case may be, will remain in full force and effect. The consent of the Holders of any Bonds shall not be necessary. The foregoing right of amendment, however, shall not deprive the Holders of any Bond of right to payment of the Bonds from, and their lien on, the Pledged Funds and any additional security pledged hereunder. Upon filing with the Clerk of evidence of such consent of the Insurer or Insurers and/or the Credit Bank or Credit Banks as aforesaid, the Issuer may adopt such Supplemental Resolution. The above notwithstanding, no Supplemental Resolution shall be adopted that is inconsistent with the validation of the Series 1995 Bonds. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notice of an amendment under Section 8.2 hereof.

ARTICLE 9

MISCELLANEOUS

Section 9.1 Defeasance. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 9.1 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in

an amount which shall be sufficient, or Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Neither the Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption thereof; provided, however, the Issuer may substitute new Securities and moneys for the deposited Securities and moneys if the new Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on such Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Securities and moneys, if any, in accordance with this Section 9.1, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.1, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 9.1 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.1 of moneys or Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.1 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds or any portion thereof shall be paid by an Insurer or Insurers or a Credit Bank

or Credit Banks, such Bonds or any portion thereof shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers or such Credit Bank or Credit Banks shall be subrogated to the rights of such Bondholders.

Section 9.2 Capital Appreciation Bonds. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value. For the purpose of determining the aggregate principal amount of Capital Appreciation Bonds which may be issued hereunder, only the aggregate principal amount of such Bonds at their initial offering shall be counted, without regard to the aggregated Accreted Value or face amount of such Bonds which shall be payable at their respective maturities.

Section 9.3 General Authority. The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers.

Section 9.4 No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Bonds, or any certificate or other instrument to be executed in connection with the issuance of the Bonds, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 9.5 No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bonds, nothing in this Resolution, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds, all provisions hereof and thereof being

intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

Section 9.6 Sale of Bonds. The Bonds shall be issued and sold at public or private sale in a manner not inconsistent with State law and may be issued and sold at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

Section 9.7 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

Section 9.8 Validation Authorized. James G. Sisco, attorney for the Issuer, is hereby authorized and directed to institute appropriate proceedings on behalf of the Issuer in the Circuit Court for St. Johns County, Florida, for the validation of the Series 1995 Bonds and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer any pleadings such attorney shall determine necessary or desirable in connection with such proceedings.

Section 9.9 Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 9.10 Table of Contents and Headings not Part Hereof. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles

and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 9.11 Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this thirteenth day of June, 1995.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Its Chair

(OFFICIAL SEAL)

ATTEST: Carl "Bud" Markel, Clerk

Its Clerk

I, Carl "Bud" Markel, Clerk of the Board of County Commissioners of St. Johns County, Florida, hereby certify that the foregoing is a true and correct copy of Resolution No. 95-117 of said County passed and adopted on June 13, 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said County this thirteenth day of June, 1995.

Clerk of the Board of County Commissioners of
St. Johns County, Florida

(OFFICIAL SEAL)

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DRAFT OF 06/05/95

ST. JOHNS COUNTY CONVENTION CENTER

OPERATING AGREEMENT

between

ST. JOHNS COUNTY

and

JOHN Q. HAMMONS HOTELS TWO, L.P.

_____, 1995

62630.7

EXHIBIT A

OPERATING AGREEMENT

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OPERATING AGREEMENT

This Operating Agreement (this "Agreement") is dated as of this _____ day of _____, 1995, by and between St. Johns County (the "County"), a political subdivision of the State of Florida, and John Q. Hammons Hotels Two, L.P. (the "Operator"), a Delaware limited partnership.

W I T N E S S E T H:

WHEREAS, on February 14, 1995, the Board of County Commissioners of the County duly adopted Resolution No. 95-28 (the "MOU Resolution") authorizing the County to execute and deliver that certain Memorandum of Understanding (the "Memorandum") dated as of February 14, 1995, among the County, the Operator and John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989, as amended by Amendment dated May 2, 1994 (collectively, "Hammons");

WHEREAS, following the adoption of the MOU Resolution, the County, the Operator and Hammons executed and delivered the Memorandum;

WHEREAS, the County has determined that the acquisition and successful operation of a public convention center facility will increase tourism and other business activity within St. Johns County, providing jobs and other economic benefits to the citizens of St. Johns County and the State of Florida (the "State");

WHEREAS, the County has determined that the most appropriate location for a County owned public convention center is within the project to be constructed in the County known as the "World Golf Village" (the "World Golf Village Project") because the World Golf Village Project will provide recreational and other amenities necessary to attract business and other meeting groups to a public convention center facility;

WHEREAS, the County has determined that successful operation of a public convention center will be greatly enhanced by access to a first quality, full-service hotel in close proximity to the convention center;

WHEREAS, the Operator is in the business of developing, owning and operating such hotels, many in conjunction with public convention center facilities;

WHEREAS, the Operator has determined that it is economically feasible to construct such a hotel within the World Golf Village Project provided that the hotel is located immediately adjacent to a public convention center;

WHEREAS, to allow the County to proceed with its public purpose of acquiring a public convention center, and to allow the Operator to proceed with constructing a hotel, the County and the Operator have executed and delivered the Memorandum, and, inter alia, that certain Purchase and Sale Agreement (the "Purchase Agreement"), of even date herewith, between the County and the Operator;

WHEREAS, the Operator shall, pursuant to the terms of the Purchase Agreement, transfer approximately 10.39 acres of land as described in Exhibit E attached hereto and supporting easements (collectively, the "Land") to the County, and sell and deliver to the County a fully constructed and operational public convention center as defined in Section 1.2 of this Agreement (the "Convention Center") thereon in accordance with a design approved by the County;

WHEREAS, the Operator shall construct a hotel within private air rights retained by the Operator on and over portions of the Land and the Convention Center;

WHEREAS, the County shall use its good faith efforts to issue the Bonds to finance the purchase of the completed and operational Convention Center;

WHEREAS, to facilitate the issuance of the Bonds, the participants in the World Golf Village Project have agreed, as contemplated by the Memorandum, to make certain project revenues available to the County as the primary source of repayment of the Bonds and to grant to the County certain lien rights to secure such revenues;

WHEREAS, to facilitate the issuance of the Bonds, the Operator, pursuant to the Purchase Agreement, and Hammons, pursuant to a separate instrument of guaranty, have guaranteed the timely completion, furnishing, equipping and delivery of the Convention Center at a hard cost to the County of not more than $11,000,000;

WHEREAS, to facilitate the issuance of the Bonds, the Operator, pursuant to this Agreement, and Hammons, pursuant to the Hammons Operating Agreement Guaranty (hereinafter defined), have agreed to guaranty that the County will not incur operating deficits and will achieve a certain minimum level of operating profit from the Convention Center for such period of time as the County allows the Operator to operate the Convention Center as a public convention center facility for the County and that certain revenues pledged as a primary source of repayment of the Bonds will achieve a minimum aggregate amount on an annual basis;

WHEREAS, the County has determined that to obtain such guaranties from the Operator and Hammons, and because the Operator is fully and specially qualified to operate the Convention Center, it is necessary and appropriate in furtherance of the public purpose of acquiring the Convention Center to enter into this Agreement with the Operator for a term equal to at least the term of the Bonds pursuant to which the Operator shall operate the Convention Center for and on behalf of the County;

WHEREAS, the County shall at all times retain control over and supervise the operation of the Convention Center by the Operator in accordance with the terms of this Agreement; and

WHEREAS, the Operator and the County now desire to enter into this Agreement in order to confirm their mutual understandings and agreements with respect to the operation of the Convention Center by the Operator;

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

1. PURPOSE AND CONSTRUCTION

1.1. Purpose. As described in the foregoing recital paragraphs, the purpose of this Agreement is to confirm the mutual understandings and agreements of the County and the Operator with respect to the operation of the Convention Center by the Operator.

1.2. Definitions. Capitalized terms, unless otherwise defined in this Agreement, shall have the meanings prescribed for such terms in the Purchase Agreement. A list of capitalized terms which are defined in this Agreement is contained in Exhibit A attached hereto. The term "Convention Center" as used in this Agreement shall have the meaning ascribed to such term in the Purchase Agreement and shall include, without limitation, the furnishings, fixtures and equipment necessary and appropriate for its efficient operation, the Land, utilities, drainage, parking areas, landscaping and other improvements and easements pertaining thereto; nevertheless, for reference purposes only, the plan for the Convention Center is attached to this Agreement as Exhibit B.

1.3. Purchase Agreement - Consistent Interpretation. This Agreement has been entered into by the County and the Operator pursuant to the Purchase Agreement and shall be interpreted in a manner consistent with the provisions thereof.

1.4. Entire Understanding. This Agreement sets forth the entire understanding of the parties hereto with respect to the operation of the Convention Center and the other subject matter hereof. This Agreement supersedes in its entirety any and all prior oral and written agreements and understandings with respect to the operation of the Convention Center and the other subject matter dealt with herein.

2. APPOINTMENT OF OPERATOR

2.1. Appointment and Acceptance. The County hereby appoints the Operator as the sole and exclusive operator of the Convention Center, with full right to perform and furnish, or cause to be performed and furnished, all management, operation and administration of the

Convention Center, in each case, subject and pursuant to the terms and conditions contained in this Agreement. The Operator hereby accepts the foregoing appointment from the County.

2.2. Nature of Relationship. Nothing contained in this Agreement shall be construed as creating a joint venture, agency or partnership of or between the County and the Operator or any other relationship between the parties hereto other than the County, as owner, and the Operator, as an independent contractor.

2.3. Qualification as Operator. As of the date of this Agreement and at all times during the term hereof, the Operator hereby represents and warrants that the Operator is and shall remain a qualified and experienced convention center operator. The Operator has submitted to the County evidence of its special experience and capabilities operating and managing similar public convention center facilities on behalf of local governmental units. Accordingly, the County hereby finds and determines that the Operator is an experienced and capable operator of public convention center facilities who maintains and operates adequate existing facilities.

2.4. No Assignment. Except as may otherwise be permitted under Section 2.5 hereof, neither this Agreement nor any of the duties or responsibilities of the Operator under this Agreement may be assigned by the Operator without the prior written consent of the County. Notwithstanding the foregoing, nothing contained in this Agreement shall prevent the Operator from contracting with John Q. Hammons Hotels, L.P. or any other affiliate of the Operator to perform any or all of the Operator's duties hereunder, provided that same shall not relieve the Operator from the performance of its duties and obligations hereunder.

2.5. No Encumbrances. The Operator shall not pledge, assign, mortgage or otherwise encumber in any manner this Agreement or any of the Operator's rights hereunder, except that the Operator may collaterally assign and/or grant a security interest in and to its rights under this Agreement to a Permitted Lender in the manner provided in Section 16.3 hereof.

3. OPERATION AS PUBLIC FACILITY

3.1. General Standard of Operation. Subject to the terms and conditions of this Agreement, the Operator, at its expense, shall manage, operate and maintain the Convention Center in a manner and appearance which is equivalent to or better than first class public convention center facilities located throughout the State.

3.2. Operation as County Public Facility. At all times during the term of this Agreement, the Convention Center shall be operated as a county public convention center facility in accordance with the terms and conditions of this Agreement.

3.3. Savings Clause. The County and the Operator intend that this Agreement will be interpreted, construed and applied in a manner sufficient to enable the County to comply with all State laws, including Article VII, Section 10 of the Florida Constitution. In the event that any term or condition of this Agreement shall be interpreted or construed to violate any such law, the County and the Operator shall take whatever action ("Curative Action") is necessary or appropriate (including, without limitation, modification of this Agreement) in order to enable the County to comply with such law. The County's financial liability under this Section 3.3 shall be limited to its own administrative costs and expenses, including attorneys' fees of both its inside and any outside counsel, incurred in connection with any Curative Action. The Operator shall pay all other costs and expenses.

4. TERM OF AGREEMENT

4.1. Initial Term. The initial term (the "Initial Term") of this Agreement shall be for thirty (30) years commencing at 12:01 a.m. on the first day immediately following the Completion Date (hereinafter, the "Commencement Date") and terminating at 12:00 midnight on the day immediately preceding the thirtieth (30th) anniversary of the Commencement Date (the "Initial Term Termination Date"); unless sooner terminated or extended pursuant to the terms of this Agreement. The parties hereto acknowledge and agree that the thirty (30) year Initial Term hereof is necessary in connection with the issuance of the Bonds and is in the best financial interest of the County. Without limiting the generality of the foregoing, as set forth below, the Operator and Hammons have agreed to guaranty that the County will not incur operating deficits in connection with the Convention Center, and that in addition the County will derive a certain minimum level of profit from the operation of the Convention Center on an annual basis. The Operator and Hammons have agreed to provide such guaranties during such period of time as the Operator is permitted to operate the Convention Center pursuant to the terms and conditions of this Agreement. The County has determined that it is necessary and appropriate to have such guaranties in place throughout the term of the Bonds, and accordingly has determined that the appropriate period of the Initial Term in furtherance of the public purpose of owning the Convention Center is thirty years.

4.2. Confirmatory Certificate. Within thirty (30) days following the Commencement Date, the County and the Operator agree to execute, deliver and record a certificate substantially in the form attached hereto as Exhibit D confirming the date of the Commencement Date and the Initial Term Termination Date (which certificate, when executed, delivered and recorded, shall be deemed a part of, and incorporated into, this Agreement), but the failure of either party to execute, deliver and record such confirmatory certificate shall not affect or impair the determination of the Commencement Date and the Initial Term Termination Date pursuant to Section 4.1 above.

4.3. Extension of Initial Term.

(a) As hereinafter provided in this Section, the Initial Term may be extended for fourteen (14) consecutive extended terms of five (5) years each (individually, an "Extended Term" and collectively, the "Extended Terms"). Each Extended Term shall commence on the day immediately following the expiration of the Initial Term or the preceding Extended Term, as the case may be, and shall expire at the close of the day immediately preceding the fifth (5th) anniversary of the first day of such Extended Term. The County shall have the right and option to terminate this Agreement at the end of the Initial Term or any applicable Extended Term by notice to the Operator of its desire to do so not later than six (6) months prior to the expiration date of the Initial Term or the then current Extended Term, as the case may be. If the County fails to timely notify the Operator of such election, the term of this Agreement shall automatically extend for the applicable Extended Term, and no instrument of renewal need be executed, it being agreed that time shall be of the essence with respect to the giving of such notice by the County.

(b) In the event that the County shall timely exercise its option not to extend the term of this Agreement for the next applicable Extended Term as hereinabove provided, then this Agreement shall terminate at the expiration of the Initial Term or the then current Extended Term, as the case may be, provided that (i) all guaranties by the Operator and Hammons pertaining to the operation of the Convention Center (including, without limitation, the Hammons Operating Agreement Guaranty) shall terminate and be of no further force or effect effective as of such expiration date, (ii) the County shall substitute as operator of the Convention Center (A) a nationally recognized, experienced convention center operator (the "Replacement Operator") or (B) staff or other employees of the County so long as such staff or employees have experience in operating comparable convention center facilities, (iii) the Replacement Operator (if applicable) shall agree to provide guaranties with respect to the operation of the Convention Center comparable to those provided by the Operator and Hammons and (iv) to the extent that the Replacement Operator agrees to make payments to the County of any kind whatsoever with respect to the Convention Center, such payments shall be used by the County as a primary source for payment of the debt service on the Bonds until the Bonds have been paid in full. Such notice from the County shall designate the name of the Replacement Operator or the staff or other employees of the County referred to in clause (ii)(B) above, and confirm the matters referred to in clauses (i), (iii) and (iv) above to the extent applicable. In the event that a Replacement Operator is substituted for the Operator as operator of the Convention Center pursuant to clause (ii)(A) above, the County hereby agrees that the Replacement Operator shall operate the Convention Center in accordance with the standards set forth in Section 3.1. In the event that staff or other employees of the County are substituted for the Operator as operator of the Convention Center pursuant to clause (ii)(B) above, the County hereby agrees that such staff or employees shall operate the Convention Center to then reasonable standards for a comparable publicly owned convention center. From and after the termination of this Agreement, the County hereby agrees that (a) the Convention Center shall be used solely as a County public convention center facility and an emergency shelter and [(b) the successor

operator of the Convention Center appointed by the County pursuant to clause (ii) above shall comply with all applicable restrictions, and perform all terms and provisions of the Operator, to the extent same are applicable to the owner of the Land, contained in a certain Special Warranty Deed from SJH Partnership, Ltd. to the Operator respecting the Land, recorded in Official Records of the public records of St. Johns County, Florida.] The provisions of this paragraph shall survive the expiration or termination of this Agreement until the last day of what otherwise would have been the fourteenth (14th) Extended Term.

5. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF OPERATOR

5.1. Purchase of Furniture, Fixtures and Equipment. The Operator shall select, purchase and install all furniture, fixtures and equipment (as same may be refurbished, replaced, increased or upgraded, the "Furniture, Fixtures and Equipment") necessary and appropriate for the use and operation of the Convention Center. The initial Furniture, Fixtures and Equipment shall be those conveyed to the County pursuant to the Purchase Agreement. All Furniture, Fixtures and Equipment shall be of good quality and design and upon delivery shall belong to the County. The Operator and the County shall use the Furniture, Fixtures and Equipment for the operation of the Convention Center. The provisions of the last sentence of this Section (as same applies to the County) shall survive the expiration or termination of this Agreement until the last day of what is or otherwise would have been the fourteenth (14th) Extended Term.

5.2. Replacement of Furniture, Fixtures and Equipment. From time to time during the term of this Agreement, the Operator periodically shall refurbish, replace, increase or upgrade any or all of the Furniture, Fixtures and Equipment, as necessary or appropriate, in order to maintain the Convention Center in accordance with the standards set forth in Section 3.1 hereof. Each such improvement shall belong to the County.

The Operator may use amounts in the Capital Replacement Account to pay for such improvements in the manner provided in Section 5.12 hereof, provided that, in the event such amounts are insufficient, the Operator shall pay for such improvements from other monies available to the Operator.

5.3. No Security Interest. The Operator shall not allow or permit the Furniture, Fixtures or Equipment to be encumbered by or be subject to any lien or security interest whatsoever.

5.4. Compliance with Disposal Laws. The Operator shall comply with State laws, if any, that are applicable to the Operator's fulfillment of its duties set forth in Sections 5.1 and 5.2 above. The County will cooperate with the Operator when necessary or appropriate to accomplish such compliance.

5.5. Leasing of Meeting Rooms. The Operator shall be solely responsible for leasing all meeting rooms and other facilities and amenities located in the Convention Center (collectively, the "Meeting Rooms") and shall diligently endeavor to assure full and continuous leased occupancy. The Operator shall use its best efforts to lease the Meeting Rooms not solely on the basis of potential profit to the Convention Center but also based upon appeal to all segments of St. Johns County's population and the broader economic benefit offered to St. Johns County. The Operator shall not give any lessee of Meeting Rooms any special leasing preferences solely because such lessee shall have made reservations at the Hotel. Upon advance notice to the Operator and subject to availability on the date(s) of the proposed use (as determined at the time of the notice to the Operator), the Operator will lease any or all available Meeting Rooms to the County at the then applicable Room Use Rates for such Meeting Rooms, and otherwise on the same terms and conditions as such Meeting Rooms are available to other potential lessees of such Meeting Rooms. Notwithstanding the preceding provisions of this Section, upon not less than three (3) months advance notice to the Operator and subject to availability on the date(s) of the proposed use (as determined at the time of the notice to the Operator), the Operator will lease any and all available Meeting Rooms to the County at no charge or cost to the County, if requested by the County, not less than four (4) times each year for an aggregate total of not less than fourteen (14) days each year for such uses as the County determines necessary, appropriate or desirable.

5.6. Setting of Meeting Room Rates. From time to time during the term of this Agreement, the Operator shall establish room use rates ("Room Use Rates") for the Meeting Rooms. The Room Use Rates shall be commercially reasonable and competitive within the market in which the Convention Center is designed to compete. Without limiting the generality of the foregoing, the Operator, in its sole discretion, may discount the Room Use Rates in a manner consistent with industry practice in order to attract groups to St. Johns County, provided no special discounts shall be given solely because a lessee of Meeting Rooms shall have made reservations at the Hotel. All Meeting Rooms shall be leased at the Room Use Rates unless otherwise permitted or required under this Section or under Section 5.5 hereof or unless otherwise agreed to by the County and the Operator.

5.7. Food and Beverage Services; Parking Areas. (a) The Operator shall be solely responsible for providing all food and beverage service used in the Convention Center. In this regard, the Operator, in its sole discretion, shall have the right to subcontract with affiliates or third parties to provide any or all of such food and beverage service operations for the Convention Center. Such subcontract shall not relieve the Operator of its obligations under this Agreement.

(b) The Operator shall be solely responsible for operating and maintaining the parking areas located within the Convention Center and collecting all revenue realized therefrom. Until the Bonds have been paid in full, the Operator shall collect the County Ticket and Event Parking Surcharge and remit such sum to the County on a monthly basis during the term hereof.

5.8. Employment of Personnel. The Operator shall hire, pay, train, supervise and discharge all personnel as it deems necessary or appropriate in order to manage and operate the Convention Center in accordance with the standards set forth in Section 3.1 hereof. Such personnel in every instance shall be deemed to be employees of the Operator. The Operator shall comply with its obligations under the Job Creation Agreement.

5.9. Service Contracts. The Operator, in its own name, shall enter into contracts for water and sewer utilities with the County and for electricity, gas, oil, telephone, vermin extermination, trash removal, cleaning, mechanical equipment maintenance, security and such other services with such other parties as deemed necessary or appropriate by the Operator in order to operate the Convention Center in accordance with the standards set forth in Section 3.1 hereof.

5.10. Maintenance and Repair. The Operator shall keep the Convention Center reasonably neat and clean, and otherwise shall maintain and repair the Convention Center and every part thereof, including (but subject to Sections 10 and 11 hereof) making all Major Capital Replacements and Ordinary Capital Replacements, in accordance with the standards set forth in Section 3.1 hereof. Major Capital Replacements and Ordinary Capital Replacements shall be paid with the proceeds on deposit in the Capital Replacement Account, then to the extent of a deficiency therein from Gross Revenues in the manner provided in Section 5.17.3 hereof and then from any other monies available to the Operator.

5.11. Capital Replacements. The Operator (a) shall not make any structural or design alteration, addition, improvement or replacement in or to the Convention Center without the County's prior written consent (any such approved alteration, addition or improvement being hereinafter referred to as a "Major Capital Replacement"), and (b) may make any other capital alteration, addition, improvement or replacement in or to the Convention Center deemed necessary or appropriate by the Operator in order to maintain the Convention Center in accordance with the standards set forth in Section 3.1 hereof without the consent or approval of the County, provided prior written notice thereof is given to the County (any such alteration, addition, improvement or replacement being hereinafter referred to as an "Ordinary Capital Replacement"). The County shall have no obligation during the term of this Agreement to make any Major Capital Replacements or Ordinary Capital Replacements.

5.12. Capital Replacement Account. In order to maintain a certain reserve to fund the costs of a Major Capital Replacement or an Ordinary Capital Replacement, the Operator will establish and maintain at all times during the term of this Agreement a separate interest bearing commercial bank account in St. Johns County in the name of the Operator on behalf of the County entitled "Capital Replacement Account for St. Johns County Convention Center" (the "Capital Replacement Account"), and will make deposits into the Capital Replacement Account, as follows:

Year 1 of Initial Term	1% of Gross Revenues;

Year 2 of Initial Term	2% of Gross Revenues;
Year 3 of Initial Term	3% of Gross Revenues; and
Year 4 and thereafter	4% of Gross Revenues.

Such payments may be derived from Gross Revenues in the manner provided in Section 5.17.3 hereof and to the extent of a deficiency therein shall be made from any other monies available to the Operator. The Operator shall make quarterly deposits into the Capital Replacement Account not less frequently than each quarter, within thirty (30) days following the end of such quarter, in an amount equal to the percentage of Gross Revenues specified above. In the event that monies remain on deposit in the Surplus Fund after the end of any Bond Year, the County shall pay to the Operator for deposit into the Capital Replacement Account, at the time and in the priority and manner specified in the Bond Resolution, an amount equal to the lesser of (a) the amount deposited by the Operator into the Capital Replacement Account during the preceding Bond Year, (b) two (2) percent of Gross Revenues for the preceding Bond Year, or (c) $200,000. Disbursements from the Capital Replacement Account shall be made as and when requested by the Operator and shall only be used to pay for the costs of Major Capital Replacements and Ordinary Capital Replacements. Any and all funds in the Capital Replacement Account shall be paid to the County upon the termination of this Agreement, and only shall be used by the County for the Convention Center. The provisions of the preceding sentence of this Section shall survive the expiration or termination of this Agreement until the last day of what is or otherwise would have been the fourteenth (14th) Extended Term. Nothing in this Section shall reduce the Operator's obligation to perform its duties described in Sections 5.1 and 5.2 hereof.

5.13. Insurance. The Operator shall maintain insurance on the Convention Center at all times during the term this Agreement against such risks in such amounts as are customarily carried by others with respect to similar facilities and operations and which complies with the terms and provisions of the Bond Resolution. Such insurance shall include, but not be limited to, the following:

(a) Liability. Insurance against liability for personal injuries or bodily injury to or death to persons and for damage to or loss of property and for contract damages occurring on or about the Convention Center in any way related to the condition or operation of the Convention Center in the minimum amount of $5,000,000 combined single limit for any one occurrence, and $10,000,000 aggregate in any one year for all death, personal injuries and bodily injury claims and property and contract damages;

(b) Event and Spectator Liability. Special events and spectator liability insurance covering all events and spectators in the Convention Center which shall include comprehensive personal injury and property damage liability insurance in amounts not less than $5,000,000 combined single limit for any one occurrence;

(c) Casualty. Insurance on the Convention Center against loss or damage by fire, explosion (including underground explosion), hurricane, tornado, wind, water and other hazards and risks insured against by extended coverage in an amount not less than the full replacement cost value of the Convention Center, including the Furniture, Fixtures and Equipment therein;

(d) Business Interruption. Business interruption insurance covering (to the extent insurable) the Convention Center Payments during such period or periods as the Convention Center, when damaged or destroyed by one of the hazards insured against by the insurance provided for in paragraph (c) above, shall be under reconstruction, rebuilding or repair and until replaced in usable condition;

(e) Fidelity Bonds. Fidelity bonds on all officers and employees of the Operator who collect or have custody of or access to revenues, receipts, income or any funds of the Operator or the County, such bonds to be in such amounts as are customarily carried by like organizations engaged in like activities of comparable size and having comparable income; and

(f) Workers' Compensation. Worker's compensation and employer's liability insurance meeting statutory obligations.

All insurance required to be maintained by the Operator under this Section (i) shall name the County as the insured (with a special endorsement providing coverage to the County Board and administrators of the County), (ii) shall be issued by a recognized, reputable insurance company authorized and licensed by the State and the State Department of Insurance and qualified to do business in the State which is rated in one (1) of the top two (2) categories by Moody's Investor Service or Standard & Poor's Rating Group (or other comparable rating services) or "A" or better by A.M. Best & Company (or other comparable rating service), (iii) shall require the issuer of such insurance to provide the County and the Operator with not less than thirty (30) days prior written notice of any cancellation, reduction or termination of such coverage and (iv) may be effected under a blanket policy or policies obtained by the Operator, provided that the specific amounts set forth in this Section 5.13 for such insurance shall be allocated thereunder to the Convention Center. In addition, the amounts of insurance set forth in this Section 5.13 shall be increased to amounts deemed sufficient by an insurance consultant engaged by the County who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for similar facilities and operations. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance written by recognized, reputable companies authorized and licensed by the State and the State Department of Insurance and qualified to do business in the State (even though extra premiums may result therefrom), the County and the Operator mutually agree that any insurance required to be maintained by the Operator hereunder shall provide for the waiver by the insurance carrier of any right of subrogation against the Operator Indemnitees (hereinafter defined) with respect to all Liability (hereinafter defined), the loss from which is covered by such insurance, and the County hereby releases the Operator Indemnitees from any and all Liability to the extent of the insurance proceeds paid with respect thereto.

5.14. Operating Expenses/Liens and Encumbrances. The Operator shall timely pay for all costs and expenses incurred in connection with the performance of its obligations and responsibilities set forth in this Section and elsewhere in this Agreement. Such payments may be derived from Gross Revenues in the manner provided in Section 5.17.3 hereof and to the extent of a deficiency therein shall be paid from any other monies available to the Operator. The Operator shall not permit a lien of any supplier, contractor, subcontractor, mechanic, materialmen or other person or entity arising out of work or goods contracted for by the Operator or any person or entity claiming by, through or under the Operator to be or remain a lien upon the Convention Center or any erections or improvements thereon unless (a) the same is being contested in good faith by the Operator in appropriate judicial proceedings, (b) any such proceeding operates to stay any execution on such lien and (c) the Operator diligently pursues such contest to its successful conclusion. As further enumeration and not in limitation, the Operator will not allow the Convention Center or any erections or improvements thereon to become subject to any mechanics lien, other type lien, charge, security interest or encumbrance whatsoever and will indemnify and keep indemnified the County against all such liens, charges, security interests and encumbrances. The Operator has no authority, express or implied, to create or allow any mechanics lien, other lien, encumbrance, security interest or charge whatsoever on or against the Convention Center or any erections or improvements thereto or thereon and the interest of the County in such property shall not be subject to liens for improvements made by the Operator thereto.

5.15. Additional Payment to County. During the term of this Agreement but only until the Bonds have been paid in full, the Operator will pay to the County an additional payment hereunder in an amount equal to the full amount each year that would be payable as property taxes ~~to the Board of County Commissioners of the County~~ and as governmental assessments ~~to the Board of County Commissioners of the County~~ that would be assessed against the Convention Center if the Convention Center were privately owned. Any such payment by the Operator shall be made not later than the first day of each Bond Year, and shall be applied by the County against the debt service due on the Bonds. Such payments may be derived from Gross Revenues in the manner provided in Section 5.17.3 hereof and to the extent of a deficiency therein shall be paid from any other monies available to the Operator. In the event that property taxes and/or governmental assessments may be lawfully assessed against the Convention Center, then, in lieu of the respective payments otherwise described in this Section, the Operator shall pay such taxes and/or assessments in the manner required by law. No such payments need be applied to the payment of debt service on the Bonds. The Operator's obligation to make the payments described in the preceding two sentences shall continue notwithstanding the payment in full of the Bonds.

5.16. Marketing. The Operator will use continuous and diligent efforts to aggressively market and promote the use of the Convention Center and the availability of all Meeting Rooms. Notwithstanding Section 4.1 above, such efforts will commence not later than three (3) months prior to the Commencement Date. In addition, the Operator shall join the local convention and visitor bureau and hotel/motel association in St. Johns County. The Operator

also agrees to include a description of the Meeting Rooms and the availability thereof in its marketing brochure for the Hotel, and shall forward such marketing brochure to all potential group meeting users which it can reasonably identify. Notwithstanding the above, the Operator agrees that it will not (i) promote or (ii) enter into any agreement with the State, any political subdivision of the State other than the County, or any other governmental or governmental sponsored entity (collectively or singularly, the "Government") that is located within one hundred (100) miles of the boundaries of the County, to promote the Convention Center or the nearby professional golf hall of fame as being in or near such Government nor will it promote that Government's proximity to the Convention Center or said professional golf hall of fame without the County's prior written consent. The County shall be exclusively promoted by the Operator as the home of the professional golf hall of fame.

5.17. Convention Center Revenues.

5.17.1 Operating Fee. In consideration of performing the services and undertaking the obligations as required by this Agreement, the Operator shall be entitled to receive as its operating fee, twenty percent (20%) of the Net Revenues (if any) of the Convention Center plus reimbursement from the remaining Net Revenues for any Convention Center Payments paid by the Operator from amounts other than Gross Revenues during the preceding four (4) years which have not previously been reimbursed to the Operator. The County, as owner of the Convention Center, shall be entitled to receive the Net Revenues (if any) of the Convention Center remaining after payment to the Operator of such operating fee. Any such payments on account of Net Revenues shall be made as provided in Section 5.17.3. For purposes of this Section, (i) the operating fee to be paid to the Operator hereunder shall be excluded from Operating Expenses in calculating Net Revenues for the year in which such fee is to be paid and (ii) such operating fee, as well as the payment contemplated above to the County, shall be deemed Operating Expenses which have not previously been reimbursed to the Operator to the extent such fee and payment are paid by the Operator from amounts other than Gross Revenues.

5.17.2 Operating Account. The Operator shall establish and maintain a separate interest bearing commercial bank account or accounts (collectively, the "Operating Account") in St. Johns County in the name of the Operator on behalf of the County, separate from the Capital Replacement Account and any other accounts the Operator may have, that shall be for the exclusive use of all receipts, revenues and disbursements generated from the operation of the Convention Center. The Operator shall provide and keep in force throughout the term of this Agreement and for twelve (12) months thereafter a written authorization to the depository bank which will permit the County to obtain information and records from the bank concerning the Operating Account.

5.17.3 Deposits/Withdrawals into Operating Account. The Operator shall (a) promptly deposit all Gross Revenues in the Operating Account and (b) make withdrawals from the Operating Account to the extent sufficient monies are on deposit therein first to pay to the County the County Ticket and Event Parking Surcharge, then to pay the Guaranteed Payments,

then to pay reasonable Operating Expenses, then to pay the Operator for previously unreimbursed Convention Center Payments contemplated by Section 5.17.1 hereof, then to make deposits into the Capital Replacement Account, then to fund Major Capital Replacements and Ordinary Capital Replacements to the extent the proceeds on deposit in the Capital Replacement Account shall be insufficient to fully pay same, then to make the Other Payments required under Sections 5.15 and 5.18 hereof, then to make the payments contemplated by Section 5.17.1. Notwithstanding the foregoing, the Operator shall not be relieved of any of its obligations hereunder in the event that the amount on deposit in the Operating Account shall be insufficient to make any of the foregoing payments.

Disbursements from the Operating Account to make the payments contemplated by Section 5.17.1 shall be made by the Operator within ninety (90) days following the end of each year of this Agreement based upon the operation of the Convention Center for such year.

All funds in the Operating Account shall be used by the Operator only in a manner consistent with this Agreement.

5.18. Other Additional Payments. Commencing with the fourth (4th) Bond Year and for each Bond Year thereafter until the Bonds have been paid in full, in the event that the sum of the Occupancy Fees, the Golf Hall of Fame Admissions Fees, the Automobile Rental Surcharge and the County Ticket and Event Parking Surcharge shall be less than $300,000 for the Bond Year in question, the Operator shall pay to the County the amount of any shortfall thereof not later than thirty (30) days prior to the last day of such Bond Year. Such payments may be derived from Gross Revenues in the manner provided in Section 5.17.3 hereof and to the extent of a deficiency therein shall be paid from any other monies available to the Operator. The payments contemplated by this Section shall be made by the Operator only until the Bonds have been paid in full.

5.19. Access to Convention Center. The Operator at all times shall have full and complete access to the Convention Center for all purposes of this Agreement.

5.20. Creation of Independent Support Facilities. Section 5.14 of the Purchase Agreement is hereby incorporated by reference and made applicable hereto as if fully set forth herein.

6. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF COUNTY

6.1. Marketing. The County shall have the right but no duty to market and promote the Convention Center.

6.2. Liens or Encumbrances on Convention Center. The County shall not grant any mortgage lien or security interest in or on, or otherwise place any non-governmental lien or

encumbrance on, the Convention Center, or permit a non-governmental lien or encumbrance which is not in existence on the date hereof to exist against the County's interest in the Convention Center.

6.3. Operating Rights of Operator. During the term hereof and provided that this Agreement has not been terminated pursuant to Section 16.2, the County shall not grant to any other person or entity any right to manage, administer or operate the Convention Center or any part thereof, or otherwise take any action (or fail to take any action) which is inconsistent with the terms and provisions of this Agreement.

6.4. No Contracts, Licenses and Easements. During the term hereof and provided that this Agreement has not been terminated pursuant to Section 16.2, the County shall not enter into any contracts, licenses or easements with respect to the Convention Center without the prior written consent of the Operator which consent shall not be unreasonably withheld or delayed. The foregoing, however, shall not prohibit the County from entering into a contract with a Replacement Operator for the operation of the Convention Center in accordance with Section 4.3(b), such operation to commence on the date immediately following the termination date hereof.

6.5. Emergency. To the extent not prohibited under applicable State or federal law, the County shall have the right to direct the Operator to make the Convention Center available to the County for use by the public in the event of a local, state or federal emergency, without charge to the County or the public.

6.6. Access to Convention Center. The County at all times shall have full and complete access to the Convention Center to ensure the Operator's compliance with the terms and provisions of this Agreement.

7. GUARANTY OF MINIMUM OPERATING PROFIT

7.1. Payments to County. In consideration for the County entering into this Agreement with the Operator, the Operator shall pay to the County within thirty (30) days after the last day of each year during the term of this Agreement, the amount of (i) $100,000 per annum for each year during the Initial Term, (ii) $400,000 per annum for each year during the first five (5) Extended Terms, and (iii) $100,000 per annum for each year thereafter during the term hereof. Such payments may be derived from Gross Revenues in the manner provided in Section 5.17.3 hereof and to the extent of a deficiency therein shall be paid from any other monies available to the Operator. Any annual payment due the County hereunder for any partial year shall be prorated. All payments referred to in this Section are hereinafter referred to as "Guaranteed Payments."

7.2. Operator Guaranty. The Operator hereby unconditionally guarantees to the County the timely payment of all Operating Expenses (including, without limitation, any shortfall or deficiency in the event that Gross Revenues are insufficient to pay Operating Expenses in full) and all payments to the County contemplated by this Agreement.

8. JOHN Q. HAMMONS AND JQH TRUST GUARANTY

In order to induce the County to execute and deliver this Agreement, the Operator agrees to cause Hammons to execute and deliver a guaranty of the Operator's obligations under this Agreement (the "Hammons Operating Agreement Guaranty"), in the form of Exhibit C attached hereto, concurrently with the execution and delivery of this Agreement by the County and the Operator.

The Hammons Operating Agreement Guaranty sets forth the entire understanding of Hammons and the County with respect to Hammons' guaranty of the Operator's obligations under the Operating Agreement, and supersedes in its entirety any and all prior oral and written understandings and agreements with respect to the subject matter dealt with therein, including, without limitation, Sections 11, 12 and 13 and Exhibits B and C of the Memorandum. The Hammons Operating Agreement Guaranty is being executed and delivered to the County simultaneously with that certain Guaranty Relating to Purchase and Sale Agreement from Hammons to the County of even date herewith, pursuant to which Hammons has guaranteed to the County certain of the Operator's obligations to the County under the Purchase Agreement.

9. DUTY AND LIABILITY

9.1. Duty of Care. The Operator shall owe to the County a duty to perform its obligations under this Agreement and to conduct the operation of the Convention Center at all times with integrity and good faith.

9.2. Mutual Indemnities.

(a) The Operator agrees to indemnify and hold the County and its officers, commissioners, administrators, employees, agents, servants and representatives (collectively with the County, the "County Indemnities") from and against any and all losses, claims, damages, liability and expense, including, without limitation, reasonable attorneys' fees and expenses incurred in connection with any of the foregoing (collectively, all "Liability") to which any one or more of the County Indemnities may become subject to on account of the Operator's operation, management and administration of the Convention Center, except all Liability arising from the negligence, gross negligence or willful misconduct of any of the County Indemnities. The County shall notify the Operator promptly upon receipt of notice of any such Liability, and the Operator, at its sole cost and expense, shall assume responsibility for the defense thereof on

behalf of the County Indemnities, subject to the approval by the County of the legal counsel engaged by the Operator to defend such action. The provisions of this Section shall survive the expiration or termination of this Agreement.

(b) The County agrees to indemnify and hold the Operator, the General Partner, the Corporation, and its and their directors, officers, partners, shareholders, employees, agents, servants and representatives (collectively with the Operator, the "Operator Indemnities") harmless to the extent allowed by State law from and against any and all Liability to which any one or more of the Operator Indemnities may become subject to on account of the negligence, gross negligence or willful misconduct of the County in the performance of the County's duties under this Agreement, except all Liability arising from the negligence, gross negligence or willful misconduct of any of the Operator Indemnities. The Operator shall notify the County promptly upon receipt of notice of any such Liability, and the County, at its sole cost and expense, shall assume responsibility for the defense thereof on behalf of the Operator Indemnities, subject to the approval by the Operator of the legal counsel engaged by the County to defend such action. The provisions of this Section shall survive the expiration or termination of this Agreement.

9.3. No Obligation on County to Advance Funds. The County shall not be obligated to make any advance of its own funds to or for the account of the Operator or to pay any sums incurred for the performance of services or goods delivered to the Convention Center, nor shall the County be obligated to incur any liability or obligation for the account of the Operator.

10. CASUALTY

10.1. Casualty Event. In the event that the Convention Center shall be damaged or destroyed in whole or in part by fire, wind, water or other casualty (the "Casualty Event"), then all casualty insurance proceeds recovered on account of the Casualty Event which are attributable to the Convention Center, less all reasonable out-of-pocket expenses incurred in the collection of such proceeds ("Net Insurance Proceeds") shall be made available for restoration of the Convention Center pursuant to Section 10.3 below, unless the County and the Operator, in their sole discretion, otherwise agree in writing within sixty (60) days following the Casualty Event not to effect restoration of the Convention Center.

10.2. Non-Restoration. In the event that the County and the Operator timely agree in writing not to effect restoration of the Convention Center, then this Agreement shall terminate and all Net Insurance Proceeds shall be paid to the County.

10.3. Restoration. In the event that this Agreement has not been terminated pursuant to Section 10.2, then the Operator shall use diligent efforts to restore the Convention Center as nearly as possible to its condition immediately prior to the Casualty Event, and the Operator shall use the Net Insurance Proceeds and, to the extent such Proceeds are insufficient, Gross

Revenues in the manner contemplated in Section 5.17.3 for "Major Capital Replacements," then funds on deposit in the Capital Replacement Account, then any of its own other monies, to effect such restoration.

10.4. Convention Center Payments Continued. In the event that this Agreement has not been terminated pursuant to Section 10.2, then notwithstanding that the operation of the Convention Center may be affected by a Casualty Event, the Operator shall continue to pay the Convention Center Payments as they become due, provided, however, that in the event that the insurance required under Section 5.13 hereof shall insure any such Convention Center Payments, the Operator shall not be required to pay such amounts to the extent that the same is paid by such insurance.

11. EMINENT DOMAIN

11.1. Complete Taking. If all of the Convention Center shall be taken for public or quasi-public use by the power of eminent domain (hereinafter, a "Taking"), then this Agreement shall terminate as of the effective date of the Taking.

11.2. Partial Taking. If less than all of the Convention Center shall be effected by a Taking, and in the Operator's reasonable judgment, the balance of the Convention Center remaining after the Taking shall be insufficient for the economic operation of what remains of the Convention Center, then the Operator shall have the right to terminate this Agreement by giving notice to the County of the Operator's election to so terminate within ninety (90) days after the Taking, whereupon this Agreement shall terminate thirty (30) days after the date of such notice to the County.

If less than all of the Convention Center shall be affected by a Taking, and in the County's reasonable judgment, the balance of the Convention Center remaining after the Taking shall be insufficient to serve the County's public purpose, then the County shall have the right to terminate this Agreement by giving notice to the Operator of the County's election to so terminate within ninety (90) days after the Taking, whereupon this Agreement shall terminate thirty (30) days after the date of such notice to the Operator.

11.3. Award. All damages awarded on account of a Taking of the Convention Center shall be paid and distributed (a) first, to the reasonable out-of-pocket expenses incurred in the collection of such award, (b) second, to restoration of the Convention Center, if applicable, pursuant to Section 11.4 below, and (c) then, to the County (as owner of the Convention Center) and the Operator (in its capacity as operator hereunder) in a manner consistent with State eminent domain law. All amounts necessary for restoration of the Convention Center pursuant to Section 11.4 (the "Restoration Proceeds") shall be taken from the portion of the award paid and distributed to the County pursuant to the preceding sentence, and paid to the Operator for such restoration pursuant to Section 11.4. The County and the Operator hereby assign and

release to the other such portion of any award on account of a Taking as are properly payable to the other as aforesaid, and each agrees to execute and deliver to the other such instruments as may be reasonably necessary or desirable to confirm such assignment and release.

11.4. Restoration. In the event that this Agreement has not been terminated pursuant to Sections 11.1 or 11.2, then the Operator shall use diligent efforts to restore the Convention Center as nearly as possible to its condition immediately prior to the Taking, provided, however, that the Operator's obligations hereunder shall be limited to the Restoration Proceeds and any other monies paid by the County to the Operator to effect such restoration.

11.5. Convention Center Payments. In the event that this Agreement has not been terminated pursuant to Sections 11.1 or 11.2, if the operation of the Convention Center shall be affected by a Taking, then the Convention Center Payments thereafter payable by the Operator shall be justly and equitably abated and reduced according to the nature and extent of such Taking.

12. GENERAL REPRESENTATIONS AND WARRANTIES OF OPERATOR

To its best knowledge and belief, the Operator hereby represents and warrants to the County that as of the date hereof and at all times during the term hereof:

12.1. Due Organization. The Operator is a limited partnership duly organized and validly existing under the laws of the State of Delaware and is duly qualified to do business in the State. The Operator's general partner is John Q. Hammons Hotels, L.P. (the "General Partner"), a limited partnership duly organized and validly existing under the laws of the State of Delaware duly qualified to do business in the State. The General Partner's general partner is John Q. Hammons Hotels, Inc. (the "Corporation"), a corporation duly organized and validly existing under the laws of the State of Delaware duly qualified to do business in the State.

12.2. Due Authority; No Conflict. The Operator has all requisite power and authority to execute and deliver this Agreement and to carry out its respective obligations hereunder. This Agreement has been duly executed and delivered by the Operator and constitutes a legal, valid and binding obligation enforceable against the Operator in accordance with its terms. This Agreement is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Operator, or any of the terms of any agreement or instrument to which the Operator is a party, or by which the Operator 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.

12.3. Consents. No consent, approval, order or authorization of, or declaration or filing with, any governmental authority is required on the part of the Operator in connection with the execution and delivery of this Agreement or for the performance of its obligations hereunder.

12.4. Litigation. There are no pending judicial, municipal or administrative or other legal proceedings, consent decrees or judgments which might affect the Operator's ability to perform under this Agreement.

12.5. Survival of Operator's Representations and Warranties. All representations and warranties of the Operator contained in this Section shall survive the expiration or termination of this Agreement.

13. GENERAL REPRESENTATIONS AND WARRANTIES OF COUNTY

To its best knowledge and belief, the County hereby represents and warrants to the Operator that as of the date hereof and at all times during the term hereof:

13.1. Due Organization. The County is a political subdivision of the State.

13.2. Due Authority; No Conflict. The County has all requisite power and authority to execute and deliver this Agreement and to carry out its respective obligations hereunder. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation enforceable against the County in accordance with its terms. This Agreement 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 County is a party, or by which the County 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.

13.3. Litigation. There are no pending judicial, municipal or administrative or other legal proceedings, consent decrees or judgments with respect to, or in any manner affecting this Agreement or in which the County is a party by reason of the County's ownership of the Convention Center. The County is not subject to any suit or administrative, arbitration or other proceedings or any judgment, decree or order entered in any suit or proceeding brought by any governmental agencies or other person enjoining or otherwise restraining or restricting the County with respect to the Convention Center or this Agreement.

13.4. Convention Center. As of the date hereof, the County has not granted to any other person or entity any right or option to operate the Convention Center in any respect, other than the Operator, and during the term hereof, the County shall not grant to any person or entity other than the Operator any right or option to operate the Convention Center in any respect, other than as contemplated by Section 4.3(b).

13.5. Bonds. The Bonds have been duly authorized by the Bond Resolution and duly validated under Chapter 75, Florida Statutes, as amended.

13.6. Survival of County's Representations and Warranties. All representations and warranties of the County contained in this Section shall survive the expiration or termination of this Agreement.

14. GENERAL COVENANTS OF OPERATOR

The Operator hereby covenants and agrees as follows:

14.1. Compliance with Laws and Agreements. The Operator shall comply with all laws, ordinances and regulations of and agreements with or obligations to any federal, state, municipal or other governmental body to the extent same apply to the Convention Center and/or the Hotel or the performance of the Operator's obligations hereunder.

14.2. Other Agreements. The Operator shall perform and comply with all of the terms and conditions of this Agreement and any other agreement now or hereafter entered into with the County relating to the Convention Center.

14.3. Environmental Laws. The Operator shall indemnify and hold harmless the County from any liability under any federal or state law or regulation governing hazardous substances which may impose liability on the County due to its ownership of the Land or the Convention Center to the extent that such hazardous substances are released in the Convention Center or on the Land during the term of this Agreement.

14.4. Books and Records. The Operator shall maintain adequate books of account with respect to its operation and management of the Convention Center in accordance with generally accepted industry standards and accounting principles consistently applied. The Operator, upon reasonable notice, shall make such books of account available to the County at the location of the Convention Center. The County may, at its own expense, examine and make copies of such books and records.

14.5. Required Periodic Reports. The Operator shall deliver to the County in a format acceptable to the County the following information:

(a) Annual budget and business and marketing plan for the Convention Center;

(b) Booking schedule for the next preceding quarter, the current quarter and the next succeeding quarter for the Convention Center;

(c) Annual audit for the Convention Center;

(d) Monthly financial statements for the Convention Center;

(e) Schedule of Room Use Rates;

(f) Financial information relating to the Occupancy Fees, the Golf Hall of Fame Admissions Fees, the County Ticket and Event Parking Surcharge and the Automobile Rental Surcharge;

(g) Copies of contracts entered into pursuant to Sections 5.7 and 5.9 above;

(h) SEC filings, if any, of the Corporation;

(i) Any ownership or contractual relationships between the Operator and entities doing business with the Operator in connection with this Agreement;

(j) Evidence acceptable to the County relating to the reasonable allocation of joint costs and expenses between the Convention Center and the Hotel; and

(k) Such additional information as the County may reasonably request from time to time.

14.6. Maintenance of Existence. The Operator, the General Partner and the Corporation shall maintain their respective partnership and corporate existence, will continue to be a partnership and corporation, respectively, either organized under the laws of or duly qualified to do business in the State and in all jurisdictions necessary in the operation of their business, will not dissolve or otherwise dispose of all or substantially all of their assets and will not consolidate with or merge into another partnership or corporation or permit one or more other partnerships or corporations to consolidate with or merge into them. The Operator, the General Partner and/or the Corporation may, however, without violating this Section 14.6, consolidate with or merge into another partnership or corporation or permit one or more partnerships or corporations to consolidate with or merge into it, or sell or otherwise transfer to another partnership or corporation all or substantially all of their assets as an entity and thereafter liquidate or dissolve, if (a) the Operator, the General Partner or the Corporation, as the case may be, is the surviving, resulting or transferee partnership or corporation or (b) in the event the Operator, the General Partner or the Corporation is not the surviving, resulting or transferee partnership or corporation, as the case may be, such partnership or corporation (i) is a partnership or corporation either organized under the laws of or duly qualified to do business in the State, (ii) assumes in writing all of the obligations of the Operator, the General Partner or the Corporation, as the case may be, (iii) will have a net worth immediately subsequent to such consolidation, merger, sale or transfer at least equal to the greater of that of the Operator, the General Partner or the Corporation, as the case may be, immediately prior to the execution of this Agreement or immediately prior to the consolidation, merger, sale or transfer, or such other net worth acceptable to the County and (iv) delivers to the County an opinion of counsel

that such consolidation, merger, sale or other transfer is in compliance with this Agreement. Except as provided in this Section, the Operator shall not change its organization structure as described in Section 12.1 above without the prior written approval of the County.

14.7. Signage. The Operator shall not permit any advertising signs or displays not otherwise constructed pursuant to the Purchase Agreement to be located inside or outside the Convention Center without the prior written approval of the County.

14.8. Hotel. The Operator, the General Partner, or another affiliate of the Operator shall operate the Hotel as a hotel for an aggregate term ending not earlier than the date upon which the Bonds shall be paid in full. Additionally, the Operator shall ensure that the Hotel shall be operated as a hotel until the last day of what is or otherwise would have been the fourteenth (14th) Extended Term.

14.9. Security. The Operator has fully complied with Section 28 of the Memorandum and will continue to comply with said Section 28 at all times during the term hereof.

14.10. Hotel Insurance. At all times during the operation of the Hotel as a hotel by the Operator, the General Partner or other affiliate of the Operator, the Operator shall maintain (or cause to be maintained) insurance on the Hotel against such risks in such amounts as are customarily carried by others with respect to similar facilities and operations. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance written by recognized, reputable companies authorized to do business in the State (even though extra premiums may result therefrom), the County and the Operator mutually agree that any insurance maintained with respect to the Hotel pursuant to the preceding sentence shall provide for the waiver by the insurance carrier of any right of subrogation against the County Indemnitees with respect to all Liability, the loss from which is covered by such insurance, and the Operator hereby releases the County Indemnitees from any and all Liability to the extent of the insurance proceeds paid with respect thereto. The provisions of this Section shall survive the expiration or termination of this Agreement until the last day of what is or otherwise would have been the fourteenth (14th) Extended Term.

15. GENERAL COVENANTS OF COUNTY

The County hereby covenants and agrees as follows:

15.1. 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 to the extent same apply to the performance of the County's obligations hereunder.

15.2. 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 with the Operator relating to the Convention Center.

15.3. Cooperate. To reasonably cooperate with the Operator, if and to the extent reasonably requested by the Operator, in connection with the operation, management and administration of the Convention Center by the Operator. The foregoing, however, shall not operate to impose upon the County any covenant or duty which is the responsibility of the Operator hereunder.

15.4. Gross Revenues. That any and all Gross Revenues received by the County, except the Guaranteed Payments, the County Ticket and Event Parking Surcharge, the payment to the County contemplated by Section 5.17.1 and the Other Payments received under Sections 5.15 and 5.18 hereof derived from Gross Revenues, shall be promptly paid over to the Operator, and then deposited by the Operator, into the Operating Account.

16. DEFAULTS BY OPERATOR

16.1. Defaults. Each of the following acts or occurrences shall constitute an Event of Default under this Agreement:

(a) Failure to pay when due any amount required to be paid to the County or to the Capital Replacement Account pursuant to this Agreement, and such failure shall not be cured on or before ten (10) days following notice of such failure from the County;

(b) Any representation or warranty contained herein from the Operator shall be false or misleading in any material respect and such defect shall not be cured on or before sixty (60) days following notice of such defect from the County, except that if such defect cannot reasonably be cured within such sixty (60) day period, an Event of Default shall not be deemed to have occurred hereunder so long as such defect is reasonably capable of being cured by the Operator and the Operator commences to cure such defect within such sixty (60) day period and diligently pursues such cure to completion;

(c) Failure by the Operator to (i) perform its obligations under Section 3.1; (ii) perform its obligations under the Job Creation Agreement; or (iii) perform any material term, agreement or obligation under this Agreement which is not addressed in clauses (a) or (b) above, and, in any such case, such failure shall not be cured on or before sixty (60) days following notice of such failure from the County, except that if such failure cannot reasonably be cured within such sixty (60) day period, an Event of Default shall not be deemed to have occurred hereunder so long as such defect is reasonably capable of being cured by the Operator within a reasonable period of time and the Operator commences to cure such failure within such sixty (60) day period and diligently pursues such cure to completion; and

(d) The Operator, the General Partner or the Corporation shall (i) become insolvent; (ii) be unable, or admit in writing its inability, to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; (iv) have a court order relief against it under the United States Bankruptcy Code; (v) file a petition with respect to itself as debtor under Chapter 7 or 11 of the United States Bankruptcy Code; (vi) have a petition under Chapter 7 or 11 of the United States Bankruptcy Code filed against it as debtor and fail to have such petition vacated or discharged within sixty (60) days following the filing thereof; (vii) file an answer to a creditor's petition, admitting the material allegations thereof, for liquidation, reorganization or to effect a plan or other arrangement with creditors; (viii) apply to a court for the appointment of a receiver for any of its assets; or (ix) have a receiver appointed for any of its assets (with or without its consent) and such receiver shall not be discharged within sixty (60) days after its appointment.

16.2. Remedies Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, the County may, in addition to all other remedies at law or equity, (a) sue to collect any sums not paid when due, (b) in the case of a non-monetary default, sue to collect damages suffered by the County, (c) terminate this Agreement and/or (d) seek specific performance of the defaulted obligation. In the event that the County exercises any right or remedy following an Event of Default, the County acknowledges and agrees that (1) if such Event of Default occurs during the Initial Term, the County shall not be entitled to any damages or other relief on account of the Extended Terms, and (2) if such Event of Default occurs during any Extended Term, the County shall not be entitled to any damages or other relief on account of any Extended Term which then has not commenced. In addition, (i) the County shall use reasonable efforts to mitigate any and all damages to the County arising from an Event of Default and (ii) the County shall be entitled to recover from the Operator its reasonable attorneys' fees and expenses incurred in connection with the successful enforcement of its rights hereunder following such Event of Default. The provisions of this Section shall survive the expiration or termination of this Agreement.

16.3. Permitted Lender Protections. If the Operator grants a collateral assignment or security interest ("Collateral Assignment") in and to its rights under this Agreement to a lender financing or refinancing its obligations with respect to the Hotel and the Operator advises the County in writing of the name and address of the lender (hereinafter, a "Permitted Lender") holding such Collateral Assignment together with instruction for notification, then until such time as the County receives actual or constructive notice that such Collateral Assignment has been satisfied, the following provisions shall apply:

(a) The County, upon serving Operator with any notice of default pursuant to this Agreement or any notice or demand during the continuance of a default or Event of Default, also shall serve a copy of such notice or demand upon any Permitted Lender and no such notice or demand by the County under this Agreement shall be deemed to have been duly given to or effective or binding upon a Permitted Lender unless and until a copy thereof has been served upon such Permitted Lender in the manner herein required. A failure by the County to serve

such notice or demand to a Permitted Lender shall not alter the effectiveness of any notice given to the Operator or to any other Permitted Lender. Copies of notices shall be mailed to the Permitted Lender, by certified mail, return receipt requested, to the notice address set forth herein.

(b) In the event the Operator has granted a Collateral Assignment and is in default under this Agreement and/or such Collateral Assignment, the Permitted Lender shall have the right (but not the obligation) to perform any term, covenant, condition or agreement of this Agreement on the Operator's part to be performed, and the County shall accept this performance by the Permitted Lender with the same force and effect as if furnished by the Operator, provided that the Permitted Lender promptly arranges for operation of the Convention Center by a nationally recognized, experienced convention center operator reasonably acceptable to the County. In addition, following any such default by the Operator, the Permitted Lender, as the holder of such Collateral Assignment, shall have the right to transfer and assign the Permitted Lender's rights in and to this Agreement to any third party and thereafter such third party shall perform as the Operator hereunder, provided that such third party shall be a nationally recognized, experienced convention center operator reasonably acceptable to the County. Any performance by a Permitted Lender or such third party shall not prevent the County from taking any action or pursuing any remedy with respect to any obligation of the Operator under this Agreement that is not timely or satisfactorily performed by the Operator or the Permitted Lender or such third party.

(c) In the event that the Operator has granted a Collateral Assignment, the Operator may delegate to the Permitted Lender the authority to exercise any or all of the Operator's rights or obligations hereunder, but no such delegation shall be binding upon the County unless and until (i) the Operator or such Permitted Lender shall deliver to the County a true copy of a written instrument affecting such delegation which shall describe with particularity the rights or obligations so delegated, (ii) the Permitted Lender agrees, for so long as such delegation shall remain in effect, to assume and timely perform all obligations so delegated to the Permitted Lender, and (iii) the Permitted Lender promptly arranges for operation of the Convention Center by a nationally recognized, experienced convention center operator reasonably acceptable to the County. The County shall be entitled to rely on any written instrument affecting such delegation which describes with particularity the rights and obligations so delegated. No such delegation of rights or obligations shall release the Operator from any of its other rights or its obligations under this Agreement.

16.4. RSA Designated. The RSA is hereby designated a "Permitted Lender" with a notice address at: Employees' Retirement System of Alabama and Teachers' Retirement System of Alabama, 135 South Union Street, Montgomery, Alabama 26130-4101, Attention: Dr. David G. Bronner, Secretary-Treasurer.

17. DEFAULTS BY COUNTY

In the event of a default or breach by the County of any of its representations, warranties, covenants or agreements contained herein, the Operator shall have the right to exercise any or all of its rights or remedies arising from such breach or default, including, without limitation, the right to seek specific performance of the County's defaulted obligation. In connection with the successful enforcement of any of its rights hereunder following such default or breach, the Operator may recover from the County its reasonable attorneys' fees and expenses. The provisions of this Section shall survive the expiration or termination of this Agreement.

18. TERMINATION

Upon the termination of this Agreement, the Operator shall peaceably quit and surrender the Convention Center to the County reasonably neat and clean and in good condition, together with all alterations, additions and improvements which may have been made or installed in, on or to the Convention Center prior to the termination of this Agreement, and the Furniture, Fixtures and Equipment. The Operator shall remove all of its property (which term shall not include the Furniture, Fixtures and Equipment) from the Convention Center and shall repair any damage to the Convention Center caused by any such removal.

19. MISCELLANEOUS PROVISIONS

19.1. Time/Consent. Time is of the essence in the performance of the respective obligations of the parties contained in this Agreement. Whenever pursuant to this Agreement the acceptance, consent or approval of any party is required, such party, except as may otherwise be provided to the contrary in this Agreement, shall not unreasonably withhold or delay such acceptance, consent or approval.

19.2. Successors and Assigns. This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Except as otherwise may be provided in Sections 2.4 and 2.5 hereof, none of the parties hereto may assign this Agreement without the prior written consent of the other party.

19.3. Entire Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

19.4. Jurisdiction. This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State. Any suit shall be brought

within the courts of the State located in St. Johns County or in the Florida federal district court for the Middle District of Florida.

19.5. Waiver/Amendment. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any party hereto of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by the County and the Operator.

19.6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if mailed by certified mail, return receipt requested, or (b) if deposited with an overnight delivery service, properly addressed and postage prepaid. All notices shall be effective upon the earlier of (i) actual receipt or (ii) by 5:00 p.m. on the first business day following shipping if sent by overnight delivery service or by 5:00 p.m. on the third business day following deposit into the U.S. Mail as certified, return receipt requested mail. Notices shall be addressed as follows:

If to the Operator:	John Q. Hammons Hotels Two, L.P. c/o John Q. Hammons Industries 300 John Q. Hammons Parkway, Suite 900 Springfield, MO 65806 ATTENTION: President
with a copy to:	Eckert Seamans Cherin & Mellott One International Place - 18th Floor Boston, MA 02110 ATTENTION: Stephen I. Burr, Esq.
If to the County:	St. Johns County, Florida County Administrative Building 4020 Lewis Speedway St. Augustine, FL 32095 ATTENTION: County Administrator

19.7. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

19.9. Further Assurances. Whenever and so often as requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Agreement.

19.10. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules hereto.

19.11. Recitals and Exhibits. The recital paragraphs and all exhibits attached hereto are made a part of this Agreement and the terms thereof are incorporated into this Agreement by reference.

19.12. Recording. This Agreement shall be recorded in the official public records of the County.

19.13. Estoppel Certificates. Recognizing that the parties may find it necessary to establish to third parties the then current status of performance hereunder, any party, on the written request of any other party made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this Agreement.

19.14. Limitation on Liability. No director, officer or employee of the Operator, the General Partner, the Corporation or any future general partner of the Operator or the General Partner, or any director, officer, commissioner, administrator or employee of either of the County or the Operator (as applicable), shall ever be personally liable for the performance of their principal's obligations hereunder. The foregoing, however, shall not (i) alter or impair the County's rights under the Hammons Operating Agreement Guaranty or (ii) exculpate the General Partner, the Corporation or any future general partner of the Operator or the General Partner from any liability hereunder. Each party represents to the other that such party has researched the financing of the Convention Center by the County and has researched State law pertaining to the financing, acquisition, ownership and operation of the Convention Center by the County and each such party has independently concluded to such party's satisfaction that, taken as a whole and in the context of the County's financing, acquisition, operation and ownership of the Convention Center, this Agreement is consistent with and fully complies with all State laws applicable to the County's financing, acquisition, ownership and operation of the Convention Center. Each party agrees further that no party hereto shall be liable to another party hereto for

any damages whatsoever in the event that such conclusion shall be challenged or proven faulty or wrong.

19.15. Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied to any particular case in any relevant jurisdiction or jurisdictions or in all relevant jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof, provided that such remaining portions remain consistent with the intent of this Agreement and do not individually or collectively violate State law.

19.16. Radon Notification. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal or state guidelines have been found in buildings in the State. Additional information regarding radon and radon testing may be obtained from a county public health unit.

19.17. Effective Date. This Agreement shall become effective on the later of (a) the latest of the dates that this Agreement is executed by the County, the Operator and the Corporation and (b) the date of the closing of the sale of the Bonds.

19.18. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto and their respective successors and assigns, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement, other than a Permitted Lender and (subject to Section 16.3) any successor or assign thereof.

19.19. Bond Resolution. The Operator hereby acknowledges that it has read the Bond Resolution, and that the Bond Resolution is acceptable to the Operator.

IN WITNESS WHEREOF, the County, the Operator and the Corporation (as to Section 14.6 hereof) have executed this Agreement under seal as of the date first above written.

ST. JOHNS COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:

By: Its Board of County Commissioners

_____

Name:_____

By:_____
Its Chair

_____

Name:_____
(Witnesses as to County)

Attest:_____
Its Clerk

(SEAL)

JOHN Q. HAMMONS HOTELS TWO, L.P.

Signed, sealed and delivered in the presence of:

By: John Q. Hammons Hotels, L.P.
Its General Partner

_____

Name:_____

By: John Q. Hammons Hotels, Inc.
Its General Partner

_____

Name:_____
(Witnesses as to Operator)

By:_____
John Q. Hammons
Chairman of the Board

Attest:_____
Secretary

(SEAL)

Signed, sealed and delivered in the presence of:

_____

Name:_____

_____

Name:_____

(Witnesses as to Corporation)

JOHN Q. HAMMONS HOTELS, INC., as to Section 14.6 hereof

By:_____

John Q. Hammons

Chairman of the Board

Attest:_____

_____

Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____ and _____, the Chair and the Clerk of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Q. Hammons and _____, the Chairman and the Secretary, respectively, of John Q. Hammons Hotels, Inc., the general partner of John Q. Hammons Hotels, L.P., the general partner of John Q. Hammons Hotels Two, L.P., a Delaware limited partnership authorized to do business in the State of Florida, on behalf of said partnership. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Q. Hammons and _____, the Chairman and the Secretary, respectively, John Q. Hammons Hotels, Inc., a Delaware corporation authorized to do business in the State of Florida, on behalf of said corporation. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT A

TABLE OF DEFINITIONS

"Automobile Rental Surcharge" shall have the meaning ascribed to it in the Bond Resolution.

"Bond Resolution" means Resolution No. 95-_____ adopted by the County on _____, 1995, as amended and supplemented, authorizing the issuance of the Bonds.

"Bond Year" shall have the meaning ascribed to it in the Bond Resolution.

"Bonds" shall mean the taxable bonds authorized by the Bond Resolution, and any bonds issued to refund or refinance the Bonds which refunding or refinance satisfies the terms and conditions set forth in the Special Assessment Agreement for a refunding or refinance of the Bonds.

"Capital Replacement Account" shall have the meaning ascribed to it in Section 5.12.

"Casualty Event" shall have the meaning ascribed to it in Section 10.1 hereof.

"Collateral Assignment" shall have the meaning ascribed to it in Section 16.3.

"Commencement Date" shall have the meaning ascribed to it in Section 4.1.

"Completion Date" shall have the meaning assigned to it in the Purchase Agreement.

"Convention Center" shall have the meaning ascribed to it in Section 1.2.

"Convention Center Payments" shall mean the sum of (i) Operating Expenses, (ii) the Other Payments and (iii) payments required to be made into the Capital Replacement Account.

"Corporation" means John Q. Hammons Hotels, Inc., a Delaware corporation.

"County" means St. Johns County, a political subdivision of the State of Florida.

"County Indemnities" shall have the meaning ascribed to it in Section 9.2(a).

"County Ticket and Event Parking Surcharge" shall mean an amount equal to the sum of (1) $1.25 per person for each ticket sold or admission fee paid to any event in the Convention Center for which a ticket or admission fee shall be required for entry into the Convention Center, and (2) $2.50 per automobile for each automobile parked on the Land or otherwise

within the World Golf Village Project which has paid for such parking in connection with such event at the Convention Center.

"Curative Action" shall have the meaning ascribed to it in Section 3.3.

"Event of Default" means any of the events or conditions specified in Section 16.1, after such notice and cure period as may be specified therein.

"Extended Term" shall have the meaning ascribed to it in Section 4.3(a).

"Furniture, Fixtures and Equipment" shall have the meaning ascribed to it in Section 5.1.

"General Partner" means John Q. Hammons Hotels, L.P., a Delaware limited partnership.

"Golf Hall of Fame Admissions Fees" shall have the meaning ascribed to it in the Bond Resolution.

"Government" shall have the meaning ascribed to it in Section 5.16.

"Gross Revenues" means all income and monies received by the Operator or the County (and paid over to the Operator pursuant to Section 15.4) from the rates, fees, rentals and other charges which shall be made and collected by the Operator or the County (and paid over to the Operator pursuant to Section 15.4) for the use of the product, services and facilities to be provided by the Convention Center, or otherwise received by or accruing to the Operator or the County (and paid over to the Operator pursuant to Section 15.4) in the management and operation of the Convention Center, calculated in accordance with generally accepted accounting principles employed in the operation of public convention centers similar to the Convention Center, including, without limiting the generality of the foregoing, any booking or commission fees for acts or events held in the Convention Center, food and beverage service fees, parking fees, commissions on the event related sales such as souvenir and novelty sales before, during and after events, royalty agreements and signage rentals in and around the Convention Center, and excluding any amounts provided by the Operator from monies other than Gross Revenues to satisfy its obligations hereunder in accordance with this Agreement.

"Guaranteed Payments" shall have the meaning ascribed to it in Section 7.1.

"Hammons Operating Agreement Guaranty" shall have the meaning ascribed to it in Section 8.

"Hammons" means John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989 as amended by Amendment dated May 2, 1994.

"Hotel" shall have the meaning ascribed to it in the Purchase Agreement.

"Initial Term" shall have the meaning ascribed to it in Section 4.1.

"Initial Term Termination Date" shall have the meaning ascribed to it in Section 4.1.

"Job Creation Agreement" means the job creation minority outreach agreement of even date herewith between the County and the Operator.

"Land" shall have the meaning ascribed to it in the ninth WHEREAS clause.

"Liability" shall have the meaning ascribed to it in Section 9.2(a).

"Major Capital Replacement" shall have the meaning ascribed to it in Section 5.11.

"Meeting Rooms" shall have the meaning ascribed to it in Section 5.5.

"Memorandum" means that certain Memorandum of Understanding dated as of February 14, 1995, among the County, the Operator and Hammons.

"MOU Resolution" shall have the meaning ascribed to it in the first WHEREAS clause.

"Net Insurance Proceeds" shall have the meaning ascribed to it in Section 10.1.

"Net Revenues" means Gross Revenues less Operating Expenses.

"Occupancy Fees" shall have the meaning ascribed to it in the Bond Resolution.

"Operating Account" shall have the meaning ascribed to it in Section 5.17.2.

"Operating Expenses" means the expenses for management, operation, maintenance, marketing, promotion, insuring, repairs and replacements attributable to the Convention Center and shall include, without limiting the generality of the foregoing, the County Ticket and Event Parking Surcharge, payments by the Operator into the Capital Replacement Account pursuant to Section 5.12 to the extent derived from Gross Revenues, administration expenses, insurance and surety bond premiums, the fees to the Operator, legal expenses, ordinary and current rentals of equipment or other property, refunds of monies lawfully due to others, payments to others for disposal of sewage or other wastes, wages, payments to pension, retirement, health and hospitalization funds, and any other expenses required to be paid for or with respect to the proper operation, administration or maintenance of the Convention Center, all to the extent properly attributable to the Convention Center in accordance with generally accepted accounting principles employed in the operation of public convention centers similar to the Convention Center, but does not include any expenses in respect of original construction or improvement

other than expenditures necessary to prevent an interruption or continuance of an interruption of the Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the Convention Center, or any provision for interest, depreciation, amortization or similar charges. The foregoing notwithstanding, if during the term hereof, the Operator shall make and pay for a capital expenditure with respect to the Convention Center (in whole or in part) from monies other than Gross Revenues or proceeds (including accrued interest) from the Capital Replacement Account which were not originally derived from Gross Revenues, then there shall be included in Operating Expenses for the year in which such expenditure was made and in Operating Expenses for each succeeding year, the "annual charge-off" of such capital expenditure as hereinafter determined. The "annual charge-off" for such capital expenditure shall be determined by dividing the cost of the original capital expenditure to the extent paid for with monies other than Gross Revenues or proceeds (including accrued interest) from the Capital Replacement Account which were not originally derived from Gross Revenues, plus an interest factor, reasonably determined by the Operator as being the interest rate then being charged for thirty (30) year mortgages by institutional lenders on like properties, by the number of years of useful life of such capital expenditure; and the useful life shall be determined reasonably by the Operator in accordance with generally accepted accounting principles in effect at the time of the making of such capital expenditure.

"Operator" means John Q. Hammons Hotels Two, L.P., a Delaware limited partnership.

"Operator Indemnities" shall have the meaning ascribed to it in Section 9.2(b).

"Ordinary Capital Replacement" shall have the meaning ascribed to it in Section 5.11.

"Other Payments" shall mean the sum of all payments made by the Operator (i) on account of the Guaranteed Payments, (ii) under Section 5.15 hereof, and (iii) under Section 5.18 hereof.

"Permitted Lender" shall have the meaning ascribed to it in Section 16.3.

"Purchase Agreement" means that certain Purchase and Sale Agreement of even date herewith between the County and the Operator.

"Replacement Operator" shall have the meaning ascribed to it in Section 4.3(b).

"Restoration Proceeds" shall have the meaning ascribed to it in Section 11.3.

"Room Use Rates" shall have the meaning ascribed to it in Section 5.6.

"RSA" means the Employees' Retirement System of Alabama and the Teachers' Retirement System of Alabama.

"RSA Loan" shall have the meaning ascribed to it in the Purchase Agreement.

"Special Assessment Agreement" means that certain Special Assessment Agreement of even date herewith by (among others) the County and the Operator.

"State" shall have the meaning ascribed to it in the third WHEREAS clause.

"Surplus Fund" shall have the meaning ascribed to it in the Bond Resolution.

"Taking" shall have the meaning ascribed to it in Section 11.1 hereof.

"World Golf Village Project" shall have the meaning ascribed to it in the fourth WHEREAS clause.

EXHIBIT B

PLAN OF CONVENTION CENTER

That certain Sheet No. 2 dated June 5, 1995 entitled "Preliminary Design Scheme 'A', Hotel and Convention Center with Common Support Facilities", prepared by Steven E. Minton, AIA, John Q. Hammons Industries, 300 John Q. Hammons Parkway, Springfield, Missouri 65806.

EXHIBIT C

HAMMONS OPERATING AGREEMENT GUARANTY

DRAFT: JUNE 5, 1995

GUARANTY RELATING TO OPERATING AGREEMENT

Dated as of _____, 1995

from

JOHN Q. HAMMONS, PERSONALLY AND AS THE SOLE TRUSTEE OF THE JOHN Q. HAMMONS REVOCABLE TRUST CREATED UNDER A DECLARATION OF TRUST DATED DECEMBER 28, 1989, AS AMENDED BY AMENDMENT DATED MAY 2, 1994

to

ST. JOHNS COUNTY

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GUARANTY RELATING TO OPERATING AGREEMENT

This Guaranty Relating to Operating Agreement (this "Guaranty") is made and entered into as of _____, 1995 by John Q. Hammons, personally and as the sole trustee on behalf of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989, as amended by Amendment dated May 2, 1994 (individually and collectively, the "Guarantor"), in favor of St. Johns County (the "County"), a political subdivision of the State of Florida.

W I T N E S S E T H:

WHEREAS, on February 14, 1995, the Board of County Commissioners of St. Johns County, Florida duly adopted Resolution No. 95-28 (the "Resolution") authorizing the County to execute and deliver a certain Memorandum of Understanding (the "Memorandum") dated as of February 14, 1995 by and among the County, John Q. Hammons Hotels Two, L.P. (the "Operator") and the Guarantor;

WHEREAS, following the adoption of the Resolution, the County, the Operator and Hammons executed and delivered the Memorandum;

WHEREAS, the County has determined that the acquisition and successful operation of a public convention center facility will increase tourism and other business activity within St. Johns County, providing jobs and other economic benefits to the citizens of St. Johns County and the State of Florida (the "State");

WHEREAS, the County has determined that the most appropriate location for a County owned public convention center is within the project to be constructed in the County known as "World Golf Village" (the "World Golf Village Project") because the World Golf Village Project will provide recreational and other amenities necessary to attract business and other meeting groups to a public convention center facility;

WHEREAS, the County has determined that successful operation of a public convention center will be greatly enhanced by access to a first quality, full-service hotel in close proximity to the convention center;

WHEREAS, the Operator is in the business of developing, owning and operating such hotels, many in conjunction with public convention center facilities;

WHEREAS, the Operator has determined that it is economically feasible to construct such a hotel within the World Golf Village Project provided that the hotel is located immediately adjacent to a public convention center;

WHEREAS, to allow the County to proceed with its public purpose of acquiring a public convention center, and to allow the Operator to proceed with constructing a hotel, the County and the Operator have executed and delivered the Memorandum, and, inter alia, that certain Purchase and Sale Agreement (the "Purchase Agreement"), of even date herewith, between the County and the Operator;

WHEREAS, the Operator shall, pursuant to the terms of the Purchase Agreement, transfer certain land and supporting easements (collectively, the "Land") to the County without cost to the County, and sell and deliver to the County a fully constructed and operational public convention center (the "Convention Center") thereon in accordance with a design approved by the County;

WHEREAS, the Operator shall construct a hotel within private air rights retained by the Operator over portions of the Land and the Convention Center;

WHEREAS, the County shall use its good faith efforts to issue the Bonds to finance the purchase of the completed and operational Convention Center;

WHEREAS, to facilitate the issuance of the Bonds, the participants in the World Golf Village Project have agreed, as contemplated by the Memorandum, to make certain project revenues available to the County as the primary source of repayment of the Bonds and to grant to the County certain lien rights to secure such revenues;

WHEREAS, to facilitate the issuance of the Bonds, the Operator, pursuant to the Purchase Agreement, and Hammons, pursuant to a separate instrument of guaranty, have guaranteed the timely completion, furnishing, equipping and delivery of the Convention Center at a hard cost to the County of not more than $11,000,000;

WHEREAS, to facilitate the issuance of the Bonds, the Operator has agreed, pursuant to the Operating Agreement (hereinafter defined), to guaranty that the County will not incur operating deficits and will achieve a certain minimum level of operating profit from the Convention Center for such period of time as the County allows the Operator to operate the Convention Center as a public convention center facility for the County and that certain revenues pledged as a primary source of repayment of the Bonds will achieve a minimum aggregate amount on an annual basis;

WHEREAS, the County has determined that to obtain such guaranty from the Operator and this Guaranty from Hammons, and because the Operator is otherwise fully and specially qualified to operate the Convention Center, it is necessary and appropriate in furtherance of the public purpose of acquiring and operating the Convention Center to enter into an operating agreement of even date herewith with the Operator (the "Operating Agreement") for a term equal to at least the term of the Bonds pursuant to which the Operator shall operate the Convention Center for and on behalf of the County;

WHEREAS, in order to facilitate the issuance of the Bonds and induce the County to enter into the Operating Agreement with the Operator, Hammons has agreed, pursuant to the terms of this Guaranty, to personally guarantee the timely payment and performance of each of the obligations and duties of the Operator contained in the Operating Agreement (as same may be amended from time to time), including, without limitation, the timely payments to the County contemplated by Sections 5.15, 5.17, 5.18 and 7.1 of the Operating Agreement and of all Operating Expenses (including, without limitation, any shortfall or deficiency in the event Gross Revenues are insufficient to pay Operating Expenses in full) (collectively, the "Guaranteed Obligations"); and

WHEREAS, this Guaranty is the "Hammons Operating Agreement Guaranty" defined and described in the Operating Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the Guarantor does hereby jointly and severally, covenant and agree in favor of the County as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1 Definitions

Capitalized terms, unless otherwise defined herein, shall have the meanings prescribed for such terms in the Operating Agreement. A list of capitalized terms which are defined in this Guaranty is contained in Exhibit A attached hereto.

SECTION 1.2 Operating Agreement: Consistent Interpretation

This Agreement has been entered into by the Guarantor pursuant to the Operating Agreement and shall be interpreted in a manner consistent with the provisions thereof.

SECTION 1.3 Entire Agreement

This Guaranty sets forth the entire understanding of the parties hereto with respect to the guaranty by the Guarantor relating to the Operating Agreement. This Guaranty supersedes in its entirety any and all prior oral and written agreements and understandings with respect to the subject matter dealt with herein.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

The Guarantor does hereby represent and warrant to the County as of the date hereof

that:

(a) The Guarantor is legally competent in all respects to enter into this Guaranty.

(b) The execution and delivery by him of this Guaranty does not contravene or constitute a default under the Trust or under any agreement, indenture, commitment or other requirement of law to which he is a party or by which he is bound.

(c) This Guaranty is necessary to promote and further the business of the Guarantor, and the assumption by the Guarantor of its obligations hereunder will result in direct financial benefits to the Guarantor.

(d) There are no actions, suits, claims or proceedings pending or, to the Guarantor's knowledge, threatened or in process before any court, agency or other tribunal or governmental agency which if adversely decided would result in a material adverse change in the Guarantor's financial condition.

(e) The Trust is in full force and effect and has not been further amended or modified.

(f) The fair market value of the Guarantors' collective assets is greater than the aggregate amount of their liabilities by an amount in excess of $300,000,000.

(g) The Guarantor has not pledged a material portion of the assets held by John Q. Hammons or in the Trust to any third person.

ARTICLE 3

COVENANTS AND AGREEMENTS

SECTION 3.1 Guaranty

The Guarantor hereby unconditionally guarantees to the County the full and prompt payment and performance of the Guaranteed Obligations by the Operator when and as the same shall become due under the Operating Agreement. All payments by the Guarantor shall be paid in lawful money of the United States of America. Each and every default in payment of the Guaranteed Obligations by the Operator shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

SECTION 3.2 Obligations of Guarantor Absolute and Unconditional

The obligations of the Guarantor under this Guaranty shall be absolute and unconditional and shall remain in full force and effect so long as the Guaranteed Obligations to the County remain unpaid or unperformed, irrespective of any immunity or limit upon the liability of the

Operator, any extension of time for the payment of the Guaranteed Obligations, or any other circumstance which might otherwise constitute a discharge or a defense of a surety or a guarantor, and, so long as any such Guaranteed Obligation of the Operator remains unperformed, shall not be affected, modified or impaired upon the happening from time to time of any event, including (as provided in Section 4.10) termination of the Operating Agreement.

In the event any payment on account of the Guaranteed Obligations (whether such payment is remitted by the Operator, the Guarantor or any other person, from realization on collateral, through set-off or otherwise) must be refunded, paid over or otherwise released by the County as a result of such payment being (i) a preference or fraudulent transfer under the Bankruptcy Code of 1978, as amended, or other state or federal law or (ii) disallowed as a permanent and irrevocable payment on the Guaranteed Obligations for any other reason, then in each such event this Guaranty shall thereupon, ipso facto, be reinstated and revived to the full extent of such refunded, paid over or released payment.

SECTION 3.3 Acts of County Not to Impair Guaranty

Except for acts or omissions constituting willful misconduct, (1) no act of commission or omission of any kind or at any time upon the part of the County, or their respective successors and assigns, in respect of any matter whatsoever shall in any way impair the rights of the County to enforce any right, power or benefit under this Guaranty, and (2) no set-off, counterclaim, reduction, or diminution of any obligation, nor any defense of any kind or nature which the Guarantor has or may have against the County shall be available hereunder to the Guarantor against the County. Without limiting the foregoing provisions of this Section 3.3 or any other provision in this Guaranty, it is specifically agreed that the occurrence at any time and from time to time of any or all of the following shall not impair or affect the obligations of the Guarantor hereunder: (i) the renewal or extension of the time of payment or performance of any amount of the Guaranteed Obligations, with or without notice to or consent of the Guarantor; (ii) the sale, release, surrender, exchange, settlement, compromise, waiver, subordination or modification, with or without consideration, on such terms and conditions as may be acceptable to the County, of any and all collateral or security for the Guaranteed Obligations; (iii) any failure to perfect any security interest in or lien on any collateral or security for the Guaranteed Obligations; or (iv) any modification or amendment to the Operating Agreement.

SECTION 3.4 County May Proceed Directly Against Guarantor

Upon the occurrence of a default by the Operator in the payment or performance of the Guaranteed Obligations when and as the same shall become due and such default shall continue beyond the expiration of any applicable notice and cure period, the County may proceed hereunder directly against the Guarantor under this Guaranty without the necessity or requirement of first proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the County.

SECTION 3.5 Waiver of Notice; Costs and Expenses

The Guarantor hereby expressly waives notice in writing, or otherwise, from the County of its acceptance and reliance on this Guaranty. The Guarantor agrees to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees and court costs, which may be incurred by the County in the successful enforcement of this Guaranty following any default on the part of the Guarantor hereunder.

SECTION 3.6 Waiver of Right of Subrogation

Until payment and performance in full of the Guaranteed Obligations, the Guarantor hereby waives and relinquishes any right of subrogation or other right of reimbursement from the Operator or the Operator's estate, and any other right to payment from the Operator or the Operator's estate, arising out of or on account of any sums paid or agreed to be paid by Guarantor under this Guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

SECTION 3.7 Payment of Taxes

The Guarantor shall pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon him or upon his property before the same shall become in default; provided, however, that the Guarantor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the validity or the amount thereof shall be contested in good faith by appropriate proceedings.

SECTION 3.8 Revocable Trust; Transfers

[The Guarantor agrees (i) to maintain the legal existence of the Trust, and (ii) not to transfer, encumber or convey (in any one such transaction or in the aggregate) a material portion of the assets held by John Q. Hammons or in the Trust to any third person, provided, however, the Guarantor may transfer and convey (but not encumber) a material portion of his assets so long as any such transfer(s) is (are) made in exchange for fair and equivalent value paid to the Guarantor.]

SECTION 3.9 Security

The Guarantor has fully complied with Section 28 of the Memorandum and will continue to comply with said Section 28.

SECTION 3.10 Death

The personal representative of the estate of John Q. Hammons or the successor trustee under the Trust shall notify the County of the death of John Q. Hammons promptly following the occurrence of same.

ARTICLE 4

MISCELLANEOUS

SECTION 4.1 Governing Law; Jurisdiction

This Guaranty shall be governed and construed in accordance with the laws of the State. Any suit under this Guaranty shall be brought within the courts of the State located in St. Johns County or in the Florida federal district court for the Middle District of Florida.

SECTION 4.2 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if mailed by certified mail, return receipt requested, or (b) if deposited with an overnight delivery service, properly addressed and postage prepaid. All notices shall be effective upon the earlier of (i) actual receipt or (ii) by 5:00 p.m. on the first business day following shipping if sent by overnight delivery service or by 5:00 p.m. on the third business day following deposit into the U.S. Mail as certified, return receipt requested mail. Notices shall be addressed as follows:

If to the Guarantor:	John Q. Hammons c/o John Q. Hammons Industries 300 John Q. Hammons Parkway, Suite 900 Springfield, MO 65806
with a copy to:	Eckert Seamans Cherin & Mellott One International Place - 18th Floor Boston, MA 02110 ATTENTION: Stephen I. Burr, Esq.

If to the County: St. Johns County, Florida
County Administrative Building
4020 Lewis Speedway
St. Augustine, FL 32095
ATTENTION: County Administrator

SECTION 4.3 Remedies; Waivers

No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the County of the breach of any covenant of this Guaranty shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Guaranty.

SECTION 4.4 Effect of Headings

The Article and Section headings herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof.

SECTION 4.5 Amendments to this Guaranty

No change, addition or amendment is to be made to this Guaranty except by a written agreement executed by the County and the Guarantor.

SECTION 4.6 Recitals and Exhibits

The recital paragraphs and the exhibit attached hereto are made a part of this Guaranty and the terms thereof are incorporated into this Guaranty by reference.

SECTION 4.7 Construction

The Guarantor, the County and their respective counsel have reviewed and revised the form of this Guaranty such that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Guaranty or any amendments hereto.

SECTION 4.8 Severability Clause

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

more phrases, sentences, clauses or sections contained in this Guaranty shall not affect the remaining portions of this Guaranty, or any part thereof, provided that such remaining portions remain consistent with the intent of this Guaranty and do not individually or collectively violate State law.

SECTION 4.9 Binding Effect; Successors and Assigns

This Guaranty shall be binding on the Guarantor and his heirs, successors, personal representatives and assigns, and shall inure to the benefit of the County and its successors and assigns.

SECTION 4.10 Survival

This Guaranty shall survive the termination of the Operating Agreement to the extent of any unpaid or unperformed obligations and/or duties arising during the term of the Operating Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the Guarantor has hereunto set his hand and seal as of the _____ day of _____, 1995.

_____

John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989 as amended by Amendment dated May 2, 1994

EXHIBIT A

TABLE OF DEFINITIONS

"Bonds" shall have the meaning ascribed to it in the Operating Agreement.

"Convention Center" shall have the meaning ascribed to it in the ninth WHEREAS clause.

"County" means St. Johns County, a political subdivision of the State of Florida.

"Gross Revenues" shall have the meaning ascribed to it in the Operating Agreement.

"Guaranteed Obligations" shall have the meaning ascribed to it in the sixteenth WHEREAS clause.

"Guarantor" shall have the meaning ascribed to it in the introductory paragraph of this Agreement.

"Hammons Operating Agreement Guaranty" shall have the meaning ascribed to it in the Operating Agreement.

"Land" shall have the meaning ascribed to it in the ninth WHEREAS clause.

"Memorandum" means that certain Memorandum of Understanding dated as of February 14, 1995, among the County, the Operator and Hammons.

"Operating Agreement" shall have the meaning ascribed to it in the fifteenth WHEREAS clause.

"Operating Expenses" shall have the meaning ascribed to it in the Operating Agreement.

"Operator" shall have the meaning ascribed to it in the first WHEREAS clause.

"Purchase Agreement" means that certain Purchase and Sale Agreement of even date herewith between the County and the Operator.

"Resolution" shall have the meaning ascribed to it in the first WHEREAS clause.

"State" shall have the meaning ascribed to it in the third WHEREAS clause.

"Trust" shall mean the John Q. Hammons Revocable Trust dated December 2, 1989, as

amended by Amendment dated May 2, 1994, and John Q. Hammons, as sole trustee thereof.

"World Golf Village Project" shall have the meaning ascribed to it in the fourth WHEREAS clause.

EXHIBIT D

COMMENCEMENT DATE CERTIFICATE

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate (this "Certificate") is dated as of this _____ day of _____, 199_ by and between St. Johns County (the "County"), a political subdivision of the State of Florida, and John Q. Hammons Hotels Two, L.P. (the "Operator"), a Delaware limited partnership.

W I T N E S S E T H:

WHEREAS, reference is herein made to a certain Operating Agreement (the "Operating Agreement") dated as of _____, 1995 by and between the County and the Operator. Capitalized terms, unless otherwise defined herein, shall have the respective means assigned to such terms in the Operating Agreement.

WHEREAS, Section 4.2 of the Operating Agreement provides that within thirty (30) days following the Commencement Date, the County and the Operator shall execute, deliver and record a certificate confirming the Commencement Date and the Initial Term Termination Date (which certificate, when executed, delivered and recorded, shall be deemed a part of, and incorporated into, the Operating Agreement).

WHEREAS, pursuant to Section 4.2 of the Operating Agreement, the County and the Operator now desire to execute, deliver and record this Certificate in order to confirm the Commencement Date and the Initial Term Termination Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the County and the Operator hereby confirm that the Commencement Date is _____ and the Initial Term Termination Date is _____.

IN WITNESS WHEREOF, the County and the Operator have executed this Certificate under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

_____

Name:_____

_____

Name:_____

(Witnesses as to County)

ST. JOHNS COUNTY, FLORIDA

By: Its Board of County Commissioners

By:_____

Its Chair

Attest:_____

Its Clerk

JOHN Q. HAMMONS HOTELS TWO, L.P.

Signed, sealed an delivered in the presence of:

By: John Q. Hammons Hotels, L.P.
Its General Partner

By: John Q. Hammons Hotels, Inc.
Its General Partner

_____
Name:_____

_____
Name:_____
(Witnesses as to Operator)

By:_____
John Q. Hammons
Chairman of the Board

Attest:_____
_____
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____ and _____, the Chair and the Clerk of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Q. Hammons and _____, the Chairman and the Secretary, respectively, of John Q. Hammons Hotels, Inc., the general partner of John Q. Hammons Hotels, L.P., the general partner of John Q. Hammons Hotels Two, L.P., a Delaware limited partnership authorized to do business in the State of Florida, on behalf of said partnership. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT E

LEGAL DESCRIPTION OF LAND, EXCLUDING SUPPORTING EASEMENTS

A part of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: For a point of reference, commence at the southeast corner of said Section 10; thence south 89° 32' 10" west along the south line of said Section 10, to its intersection with the westerly right-of-way line of the proposed ramp leading from Interstate 95 to International Golf Parkway, a distance of 300.10 feet; thence north 05° 35' 47" east along said westerly right-of-way line of proposed ramp, a distance of 322.93 feet to the point of curve of a curve, said curve being concave southwesterly, having a radius of 1051.92 feet; thence northwesterly along the arc of said curve and along the westerly right-of-way line of said ramp, an arc distance of 553.47 feet, said arc being subtended by a chord bearing of north 09° 28' 36" west and a chord distance of 547.10 feet to the point of tangency of said curve; thence north 24° 32' 59" west, continuing along the southwesterly right-of-way line of said ramp, a distance of 393.35 feet; thence south 65° 27' 01" west, leaving said southwesterly right-of-way line, a distance of 153.10 feet to the point of beginning; thence south 10° 51' 02" east, a distance of 141.35 feet to the point of curve of a curve, said curve being concave westerly, having a radius of 749.11 feet; thence southerly along the arc of said curve, an arc distance of 85.99 feet, said arc being subtended by a chord bearing of south 07° 33' 43" east and a chord distance of 85.95 feet to a point on a curve, said curve being concave northwesterly, having a radius of 1041.50 feet; thence southwesterly along the arc of said curve, an arc distance of 857.66 feet, said arc being subtended by a chord bearing of south 54° 38' 55" west and a chord distance of 833.63 feet to the end of said curve; thence north 50° 57' 13" west, a distance of 406.57 feet; thence north 07° 43' 06" east, a distance of 289.50 feet to a point on a curve, said curve being concave northerly, having a radius of 481.00 feet; thence northeasterly along the arc of said curve, an arc distance of 152.51 feet, said arc being subtended by a chord bearing of north 88° 38' 07" east and a chord distance of 151.87 feet to a point on said curve; thence north 10° 26' 53" west, a distance of 83.50 feet to a point on a curve, said curve being concave northerly, having a radius of 397.50 feet; thence northeasterly along the arc of said curve, an arc distance of 78.44 feet, said arc being subtended by a chord bearing of north 73° 53' 55" east and a chord distance of 78.31 feet to a point on said curve; thence south 23° 55' 18" east, a distance of 83.55 feet to a point on a curve, said curve being concave northerly, having a radius of 481.00 feet; thence northeasterly along the arc of said curve, an arc distance of 45.02 feet, said arc being subtended by a chord bearing of north 65° 11' 15" east and a chord distance of 45.01 feet; thence south 23° 55' 05" east, a distance of 75.63 feet to a point on a curve, said curve being concave northwesterly, having a radius of 556.50 feet; thence northeasterly along the arc of said curve, an arc distance of 188.52 feet, said arc being subtended by a chord bearing of north 53° 17' 12" east and a chord distance of 187.62 feet to a point on said curve; thence south 46° 25' 05" east, a distance of 153.00 feet to a point on a curve, said curve being concave westerly having a radius of 709.50 feet; thence northeasterly along the arc of said curve, an arc distance of 290.08

feet, said arc being subtended by a chord bearing of north 31° 52' 08" east and a chord distance of 288.07 feet; thence south 69° 50' 38" east, a distance of 200.36 feet to the point of beginning.

Containing 10.39 acres more or less.

DRAFT: June 5, 1995

ST. JOHNS COUNTY CONVENTION CENTER

PURCHASE AND SALE AGREEMENT

Between

JOHN Q. HAMMONS HOTELS TWO, L.P.

and

ST. JOHNS COUNTY

_____, 1995

59738.7

EXHIBIT B

ST. JOHNS COUNTY CONVENTION CENTER

PURCHASE AND SALE AGREEMENT

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ST. JOHNS COUNTY CONVENTION CENTER
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of this _____ day of _____, 1995, by and between **JOHN Q. HAMMONS HOTELS TWO, L.P.**, a Delaware limited partnership ("JQH-LP"), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida (the "County").

W I T N E S S E T H:

WHEREAS, on February 14, 1995, the Board of County Commissioners of St. Johns County, Florida (the "County Board") duly adopted Resolution No. 95-28 (the "MOU Resolution") authorizing the County to execute and deliver a certain Memorandum of Understanding (the "Memorandum") dated as of February 14, 1995 by and among the County, JQH-LP and John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989, as amended by Amendment dated May 2, 1994 (collectively, "Hammons"); and

WHEREAS, following the adoption of the MOU Resolution, the County, JQH-LP and Hammons executed and delivered the Memorandum; and

WHEREAS, the County has determined that the acquisition and successful operation of a public convention center facility will increase tourism and other business activity within St. Johns County, providing jobs and other economic benefits to the citizens of St. Johns County and the State of Florida (the "State"); and

WHEREAS, the County has determined that the most appropriate location for a County owned public convention center is within the project to be constructed in the County known as the "World Golf Village" (the "World Golf Village Project") because the World Golf Village Project will provide recreational and other amenities necessary to attract business and other meeting groups to a public convention center facility; and

WHEREAS, the County has determined that successful operation of a public convention center will be greatly enhanced by access to a first quality, full-service hotel in close proximity to the public convention center; and

WHEREAS, JQH-LP is in the business of developing, owning and operating such hotels, many in conjunction with public convention center facilities; and

WHEREAS, JQH-LP has determined that it is economically feasible to construct such a hotel within the World Golf Village Project provided that the hotel is located immediately adjacent to a public convention center; and

WHEREAS, to allow the County to proceed with its public purpose of acquiring a public convention center, and to allow JQH-LP to proceed with constructing a hotel, the County and JQH-LP have executed and delivered, inter alia, (i) the Memorandum, (ii) this Agreement, and (iii) that certain Operating Agreement (the "Operating Agreement"), of even date herewith, between the County and JQH-LP; and

WHEREAS, JQH-LP has agreed, pursuant to the terms of this Agreement, to transfer to the County a parcel containing approximately 10.39 acres of land (the "Land Site") more particularly described on Exhibit B hereto, together with easements and improvements on and to the Land Site and such easements that are necessary and appropriate for the construction, use and operation of a public convention center, and to sell and deliver to the County a fully constructed and operational public convention center (the "Convention Center"), being comprised of a portion of the building (the "Building") shown on the site plan attached hereto as Exhibit C (as same may be amended as hereinafter provided, the "Site Plan") and more particularly described in the Design Plans and the Construction Drawings (as each such term is hereinafter defined), together with all utilities, drainage, parking and landscaping and all furniture, fixtures and equipment necessary or appropriate for the successful operation of the Convention Center in accordance with a design approved by the County; and

WHEREAS, JQH-LP has agreed to construct a 300-room hotel with related amenities (the "Hotel") within private air rights retained by JQH-LP on and over portions of the Land Site. The Land Site and the Appurtenant Easements (hereinafter defined) are hereinafter referred to as the "Land". The Land, the Convention Center and the Hotel are, together, the "Project"; and

WHEREAS, the County has agreed to use its good faith efforts to issue the Bonds to fund the purchase of the completed and operational Convention Center; and

WHEREAS, in order to facilitate the issuance of the Bonds, the participants in the World Golf Village Project have agreed, as contemplated by the Memorandum, to make certain project revenues available to the County as the primary source of repayment of the Bonds and to grant to the County certain lien rights to secure such revenues; and

WHEREAS, to facilitate the issuance of the Bonds, JQH-LP, pursuant to this Agreement, and Hammons, pursuant to the Hammons Purchase Agreement Guaranty (hereinafter defined), have guaranteed the timely completion, furnishing and equipping of the Convention Center and the delivery thereof to the County at a hard cost to the County of not more than Eleven Million Dollars ($11,000,000); and

WHEREAS, JQH-LP and the County now desire to enter into this Agreement in order to confirm their mutual understandings and agreements with respect to the County's acquisition of the Land and the Convention Center, and the development of the Project.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by the County to JQH-LP, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and in further consideration of the mutual covenants, promises and undertakings contained herein, the parties hereby agree and covenant as follows:

1. PURPOSE AND CONSTRUCTION.

1.1 Purpose. The purposes of this Agreement are as described in the foregoing recital paragraphs. This Agreement shall be interpreted in such manner as may be most consistent with such purposes.

1.2 Definitions. Capitalized terms used herein shall have the meanings prescribed for such terms in Exhibit A attached hereto.

1.3 Entire Understanding. This Agreement, together with the Escrow Agreement (hereinafter defined) and all other agreements executed concurrently herewith by the County, Hammons and/or JQH-LP pursuant to this Agreement or the Memorandum, set forth the entire understanding of the parties hereto with respect to the purchase and sale of the Land and the construction, furnishing, equipping and delivery of the Convention Center to the County. This Agreement supersedes in its entirety any and all prior oral and written agreements and understandings with respect to the purchase and sale of the Land and the construction, furnishing, equipping and delivery of the Convention Center to the County.

1.4 Construction of Agreement. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, exhibits or schedules hereto.

1.5 Savings Clause. The County and JQH-LP intend that this Agreement will be interpreted, construed and applied in a manner sufficient to enable the County to comply with all State laws, including, Article VII, Section 10 of the Florida Constitution and, if applicable, Sections 287.055, 255.101 and 255.20 of the Florida Statutes, as amended. In the event that any term or condition of this Agreement shall be interpreted or construed to violate any such law, the County and JQH-LP shall take whatever action ("Curative Action") is necessary or appropriate (including, without limitation, modification of this Agreement) in order to enable the County to comply with such law. The County's financial liability under this Section 1.5 shall be limited to its own administrative costs and expenses, including attorneys' fees of both its inside and any outside counsel, incurred in connection with any Curative Action. JQH-LP shall pay all other costs and expenses.

2. LAND PURCHASE PRICE.

JQH-LP hereby agrees to sell and convey to the County and the County agrees to purchase from JQH-LP, the Land, for a purchase price (the "Land Purchase Price") of One Dollar ($1.00), the receipt of which is hereby acknowledged. As described more particularly in Sections 4.1 and 4.2, title to the Land initially shall be conveyed into escrow and, subject to Section 4.3, released from escrow and conveyed to the County on the Final Closing Date (hereinafter defined).

3. QUALITY OF TITLE.

3.1 Quality of Title. JQH-LP shall convey fee simple title to the Land free and clear of any and all liens, encumbrances, covenants, easements, restrictions, reservations, rights of way and easements other than as set forth in Sections 3.2, 3.3, 3.4 and 3.5 hereof, to the County by warranty deed (the "Deed"), the form of which is appended hereto as Exhibit D.

3.2 Reservation of Rights. The Deed shall contain within it a reservation for the benefit of JQH-LP of (i) a permanent, irrevocable air rights easement (the "Air Rights Easement") in which JQH-LP shall have the right to construct and operate the Hotel and (ii) a sole right to design, construct, furnish and equip the Convention Center on the Land in the manner contemplated by this Agreement (the "Convention Center Right"). The Air Rights Easement shall include the agreed upon rights of pedestrian and vehicular access and egress, parking, structural support, signage, utility connections and other rights set forth in the Deed.

3.3 Appurtenant Easements and Related Rights and Privileges. The Land Site shall be conveyed to the County pursuant to the Deed, subject to and with the benefit of the appurtenant easements (the "Appurtenant Easements") more particularly set forth in Exhibit E attached hereto and the rights and privileges described in Section 5.13. On or prior to the execution and delivery of this Agreement, the County shall have reviewed and approved the Appurtenant Easements.

3.4 Permitted Encumbrances. The Land Site shall be conveyed to the County subject only to the Air Rights Easement, the Convention Center Right and those matters more particularly described in Exhibit F attached hereto (the "Permitted Encumbrances"). The Appurtenant Easements shall be conveyed subject only to the Air Rights Easement, the Convention Center Right and the Permitted Encumbrances.

3.5 Expansion Site. JQH-LP shall have the right (the "Expansion Right") to construct, furnish and equip a 100-room expansion to the Hotel (the "Hotel Expansion") on that portion of the Land Site shown on the Site Plan as "Expansion Site", any such construction to commence at the surface level of the Land, and shall include therewith the agreed upon rights of pedestrian and vehicular access and egress, parking, structural support, signage, utility connections and other rights set forth in the Deed. The Expansion Right shall be provided for

in the Air Rights Easement. JQH-LP shall deliver to the County written notice that it will be commencing construction of the Hotel Expansion not less than sixty (60) days prior to the commencement of any such construction, and shall deliver to the County for its information, simultaneous with such notice, the design plans and specifications pertaining to the Hotel Expansion (as same may be amended or modified, the "Expansion Design Plans"). Any amendments or modifications to the Expansion Design Plans shall be promptly furnished to the County by JQH-LP. The Hotel Expansion, as shown on the Expansion Design Plans, shall be designed, constructed and operated in a manner consistent with the normal, efficient operation of the Convention Center, both during construction of the Hotel Expansion and thereafter.

3.6 Survey. On or prior to the execution and delivery of this Agreement, JQH-LP shall provide the County with a boundary survey (the "Survey") prepared by a licensed Florida land surveyor showing the dimensions and correct legal metes and bounds description of (a) the Land Site, (b) the Air Rights Easement and (c) the Appurtenant Easements.

3.7 Title Insurance. On or prior to the execution and delivery of this Agreement, JQH-LP shall provide the County with a commitment (the "Commitment") for an owner's policy of title insurance (the "Title Policy") in favor of the County insuring the County's title to the Land Site and all Appurtenant Easements granted to the County. Subsequent to the Final Closing, JQH-LP shall cause the title insurer which issued the Commitment to issue the Title Policy, and thereafter to issue appropriate endorsements as contemplated by Section 6.3.3 hereof.

3.8 Environmental Audit. On or prior to the execution and delivery of this Agreement, JQH-LP shall provide the County with a Phase I environmental audit of the Land, and if recommended by such Phase I environmental audit, a Phase II environmental audit of relevant portions of the Land (collectively, the "Environmental Audit") satisfactory to the County.

4. CLOSING DATES; ADJUSTMENTS; CONDITIONS OF CLOSING.

4.1 Escrow Closing. Simultaneously with the execution and delivery of this Agreement (the "Escrow Closing Date"), the Deed,
together with any and all other documents executed by the parties pursuant to the Memorandum or this Agreement, shall be executed, delivered and held, in escrow, by an escrow agent mutually acceptable to the County and JQH-LP (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") to be executed by (among others) the County, the Escrow Agent and JQH-LP simultaneously herewith. All documents and agreements held in escrow by the Escrow Agent pursuant to the Escrow Agreement are hereinafter referred to as the "Escrow Documents." The closing contemplated by this Section (the "Escrow Closing") shall take place in the offices of Pappas Metcalf & Jenks, Professional Association, 200 West Forsyth Street, Suite 1400, Jacksonville, Florida 32202, or at such other place within St. Johns County or Duval County as may be mutually selected by JQH-LP and the County.

4.2 Final Closing Date. The Escrow Documents shall be released from escrow by the Escrow Agent at a closing (the "Final Closing"). The Final Closing shall occur on the date (the "Final Closing Date") which, pursuant to the terms of the Escrow Agreement, (i) the conditions for breaking escrow (the "Escrow Conditions") have been satisfied (which conditions include the closing of the sale of the Bonds and the closing of the RSA Loan (hereinafter defined)), and (ii) the Escrow Agent has delivered the Escrow Documents either to the respective parties to the Escrow Agreement pursuant to its terms, or for recording and then delivery.

4.3 Termination of Agreement. In the event that the Escrow Conditions are not timely satisfied (and the reason therefor shall not be a default by any party), then, in accordance with the Escrow Agreement, the Escrow Agent shall terminate, cancel and void the Escrow Documents and return them unrecorded to the respective parties, whereupon this Agreement shall terminate and be of no further force or effect and neither party hereto shall have recourse against the other under or on account of this Agreement, the Escrow Agreement or the Escrow Documents.

4.4 Closing Costs; Costs of Transaction. JQH-LP shall pay for (i) the cost of documentary stamp taxes on the Deed; (ii) JQH-LP's attorneys' fees; (iii) recording fees; (iv) the Survey prepared in accordance with Sections 3.6 and 6.4; (v) the Commitment and Title Policy prepared in accordance with Section 3.7; (vi) the Environmental Audit prepared in accordance with Section 3.8; and (vii) any and all other costs and expenses that are identified in the Memorandum as the costs and expenses of JQH-LP. The County shall pay for (i) the County's attorneys' fees; and (ii) all costs and expenses that are identified in the Memorandum as the costs and expenses of the County. JQH-LP shall deliver the funds required for items (i) and (iii) above to be delivered to the Escrow Agent pursuant to the terms of the Escrow Agreement.

4.5 Hotel and Convention Center Parking. On or prior to the execution and delivery of this Agreement, the County, JQH-LP and such other participants in the World Golf Village Project shall have agreed in a recorded writing upon a fair and reasonable allocation between the Convention Center and the Hotel and such other parties of all parking spaces available for the Project.

4.6 Voluntary Occupancy Fee Agreement and Special Assessment Agreement. On or prior to the execution and delivery of this Agreement, the County, JQH-LP, World Golf Village, Inc., SJH Partnership, Ltd. and each other participant in the World Golf Village Project shall have entered into the "Voluntary Occupancy Fee Agreement" and the "Special Assessment Agreement" contemplated by paragraphs 6(b) and 6(h) of Exhibit B of the Memorandum.

5. CONVENTION CENTER.

JQH-LP shall construct the Convention Center on the Land subject to and in accordance with the terms and provisions set forth in this Article.

5.1 Obligation to Construct. Upon the occurrence of the Final Closing, JQH-LP shall have the right and obligation to construct, furnish and equip the Convention Center in accordance with the Design Plans, the Construction Drawings and this Agreement, and within the time-frames set forth in the Construction Schedule. The completed Convention Center shall meet or exceed all applicable State and federal requirements pertaining to public buildings. The completed Convention Center, at a minimum, also shall (i) be structurally designed in accordance with the portion of the American Society of Civil Engineers Standard 7 relating to wind loads, a copy of which is attached hereto as Exhibit G-1, to withstand wind speeds of not less than 102 miles per hour, (ii) have necessary protection for glass and openings from static, cyclic and dynamic loadings in accordance with SBCCI Test Standard 12-94 for Determining Impact Resistance from Windborne Debris, a copy of which is attached hereto as Exhibit G-2, and (iii) roof openings, coverings, equipment and drainage sufficient to withstand wind speeds of not less than 102 miles per hour.

5.2 Approval of Site Plan and Current First Floor Plan of Convention Center. Attached hereto as Exhibit C-1 is the Site Plan for the Land Site and Building, which is hereby approved by the County. Attached hereto as Exhibit C-2 is the current first floor plan of the Convention Center (as same may be amended as hereinafter provided, the "Current First Floor Plan of the Convention Center"), which is hereby approved by the County. The blue shaded areas depicted on the Current First Floor Plan of the Convention Center are part of the Convention Center; all other areas depicted on Exhibit C-2 are part of the Hotel. The Site Plan and the Current First Floor Plan of the Convention Center may not be amended in any material respect without the prior written consent of the County.

5.3 Approval of Design Plans. On or prior to the execution and delivery of this Agreement, the County shall receive, and have approved, design plans and specifications (as same may be amended as hereinafter provided, the "Design Plans") showing all pertinent architectural details of the Convention Center and Hotel. The Design Plans may not be amended in any material respect without the prior written consent of the County.

5.4 Approval of Construction Drawings. On or prior to the execution and delivery of this Agreement, the County shall receive, and have approved, detailed construction drawings and specifications pertaining to the construction, furnishing and equipping of the Convention Center (as same may be amended as hereinafter provided, the "Construction Drawings"). The Construction Drawings may not be amended in any material respect without the prior written consent of the County.

5.5 County Approvals of Site Plan, Design Plans and Construction Drawings. The approval by the County of the Site Plan, Design Plans and Construction Drawings shall not constitute in any manner the approval by the County of such plans or drawings for any technical or engineering purpose or for any building permits, licenses, land use regulations or other governmental requirements applicable or relating to the Project, and such approval shall not mitigate the requirement that the Convention Center be designed and constructed in accordance

with all applicable State and federal requirements pertaining to public buildings and the last sentence of Section 5.1.

5.6 Construction Schedule. Not later than sixteen (16) weeks after the Final Closing Date (the "Commencement Date"), JQH-LP, at its cost and expense, shall obtain any and all necessary permits in order to commence construction of the Project, commence construction thereof and thereafter diligently pursue to complete the construction of the Project in accordance with a construction schedule (as same may be amended as hereinafter provided, the "Construction Schedule") to be agreed to by the County and JQH-LP on or prior to the execution and delivery of this Agreement. The Construction Schedule may not be amended in any material respect without the prior written consent of the County. JQH-LP shall complete construction of the Project, deliver the completely constructed, furnished and equipped Convention Center to the County and open the Hotel and Convention Center for continuous operation on or before the Anticipated Delivery Date, subject only to Force Majeure. Completion of construction for the Project shall be evidenced by (a) issuance of a certificate of occupancy or equivalent certification for both the Convention Center and the Hotel by appropriate public authorities, without material conditions, and (b) issuance by the Administrator of St. Johns County of a certificate that the Convention Center has been constructed, furnished, equipped and delivered to the County in accordance with this Agreement.

5.7 Convention Center Budget. On or prior to the execution and delivery of this Agreement, the County shall have received and approved a budget (the "Convention Center Budget") setting forth the projected cost of constructing, furnishing and equipping the Convention Center. JQH-LP shall have the right to modify line item costs contained within the Convention Center Budget upon the condition that such modifications do not misrepresent the actual cost of such item, do not reduce the quality or quantity of items approved by the County and do not adversely affect JQH-LP's ability to deliver the Convention Center to the County at an aggregate cost to the County which does not exceed the Convention Center Purchase Price.

5.8 Construction Contractor. The Project shall be constructed on behalf of JQH-LP by McDevitt, Street, Bovis, Inc. or any other contractor designated by JQH-LP who shall have a high quality reputation and experience constructing hotel and convention center facilities similar in scope and nature to the Project (hereinafter, the "Contractor").

5.9 Payment and Performance Bonds. Prior to commencement of any construction on the Land, JQH-LP shall cause the Contractor to furnish to the County, good and sufficient labor and material payment and performance bonds relating to the Project (collectively, the "P&P Bonds"), in amounts which are not less than the full cost of construction of the Project under the construction contract entered into by JQH-LP for the construction of the Project (the "Construction Contract"), sufficient to ensure completion of the Contractor's obligations under the Construction Contract, which P&P Bonds shall name the County as a beneficiary and shall be maintained for the life of the Construction Contract. All P&P Bonds shall comply with all applicable State bonding laws relating to the Project.

5.10 Compliance with Laws. The Project shall be constructed in accordance with all applicable governmental building codes, public bidding laws and land use regulations.

5.11 Project Costs. JQH-LP shall timely pay for all costs and expenses incurred in connection with the construction, furnishing, equipping and delivery of the Project in accordance with this Agreement.

5.12 Temporary Easements. At the request of JQH-LP, the County shall grant temporary easements over County property to JQH-LP or any third party involved in construction activities within the World Golf Village Project for access by construction vehicles and for construction utilities during the course of construction activity. Upon completion of construction, such temporary access easements shall terminate.

5.13 Common Support Facilities. The Current First Floor Plan of the Convention Center indicates that the areas labeled as "KITCHEN," "LAUNDRY," "MECHANICAL," "SERVICE/RECEIVING," "SERVICE/STORAGE" and "EMPLOYEE SERVICES" (collectively, the "Common Support Facilities") shall be owned by the County as part of the Convention Center. During the term of the Operating Agreement and thereafter until the reconstruction contemplated by Section 5.14 shall be completed, (i) the Common Support Facilities (other than the "SERVICE/RECEIVING" area) only shall be used for uses consistent with their applicable label unless otherwise agreed by JQH-LP and the County and (ii) the County hereby grants to JQH-LP a non-exclusive right and privilege to use the Common Support Facilities' areas (other than the "SERVICE/RECEIVING" area) for all purposes consistent with the use and operation thereof in connection with the Convention Center and the Hotel. In addition, (i) the Common Support Facility area labeled "SERVICE/RECEIVING" (and, following the reconstruction of the Convention Center contemplated by Section 5.14, the "SERVICE" area shown on the Reconfigured First Floor Plan of the Convention Center) only shall be used for uses consistent with its label and (ii) the County hereby grants to JQH-LP a perpetual non-exclusive right and privilege to use the "SERVICE/RECEIVING" area (and such "SERVICE" area) for all purposes consistent with the use and operation thereof in conjunction with the Hotel. JQH-LP and the County hereby agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to confirm such use restrictions and rights and privileges in favor of JQH-LP and (if and when applicable) the termination thereof. The provisions of this Section 5.13 shall survive the Escrow and Final Closings, and the Completion Date, and shall be binding upon the County, its successors and assigns, and shall inure to the benefit of JQH-LP, its successors and assigns, as owner(s) of the Hotel.

5.14 Creation of Independent Support Facilities. Promptly following the expiration or earlier termination of the Operating Agreement, JQH-LP, at its sole cost and expense, shall promptly reconstruct the Convention Center and the Hotel (including, without limitation, all applicable utilities servicing the Convention Center and the Hotel) so as to create the areas shown on the reconfigured first floor plan of the Convention Center attached hereto as Exhibit

C-3 (as same may be amended as hereinafter provided, the "Reconfigured First Floor Plan of the Convention Center") to be owned by the Hotel and the Convention Center as follows:

Hotel (marked in white)	Convention Center (marked in blue)
EMPLOYEE SERVICES	CONVENTION KITCHEN
HOTEL KITCHEN	CONVENTION LAUNDRY
HOTEL LAUNDRY	CONVENTION MECHANICAL
HOTEL MECHANICAL	EMPLOYEE SERVICES
	SERVICE

The Reconfigured First Floor Plan of the Convention Center is hereby approved by the County. The Reconfigured First Floor Plan of the Convention Center may not be amended in any material respect without the prior written consent of the County. Any such reconstruction shall be undertaken, to the maximum extent possible, during off-peak hours and otherwise to ensure the continuous operation of the Common Support Facilities until the completion of such reconstruction. In connection with any such reconstruction, the County and JQH-LP hereby release, transfer and convey to the other such portions of the Convention Center and the Hotel that are released, transferred and conveyed to the other on account of such reconstruction, and each agrees to execute, deliver and record such instruments as may be reasonably necessary or desirable to confirm such release, transfer and conveyance. The provisions of this Section 5.14 shall survive the Escrow and Final Closings, and the Completion Date, and shall be binding upon, and inure to the benefit of, the County and JQH-LP and their respective successors and assigns.

6. PAYMENT FOR CONVENTION CENTER.

6.1 Purchase Price of Convention Center. Under the terms of this Agreement, JQH-LP hereby agrees to construct, furnish and equip the Convention Center and to sell and deliver the fully furnished, equipped and operational Convention Center to the County, and the County agrees to pay to JQH-LP therefor, but solely and only from the proceeds of the Bonds, a purchase price (the "Convention Center Purchase Price") in an amount which is the lesser of (i) the actual cost of constructing the Convention Center (without regard to the Convention Center FF&E), or (ii) Eleven Million Dollars ($11,000,000).

6.2 Installment Payments. On the first day of the first calendar month following the Commencement Date and on the first day of each of the succeeding fifteen (15) calendar months (an "Installment Payment Date"), provided the conditions set forth in Section 6.3 hereof have been satisfied, the County shall make a payment (an "Installment Payment") of a portion of the Convention Center Purchase Price equal to the lesser of Six Hundred Eighty Seven Thousand Five Hundred Dollars ($687,500) or such amount as may be consistent with the requirements of Section 6.3.2 hereof.

6.3 Conditions to Installment Payments. The County's obligation to make each of the Installment Payments shall be conditioned upon the issuance of the Bonds and the satisfaction in full of each of the conditions set forth below in this Section as of the time of each such Installment Payment:

6.3.1 construction, furnishing and equipping of the Convention Center shall be proceeding in accordance with (i) the costs for same set forth in the Convention Center Budget, provided that in the event that the costs for construction, furnishing and equipping the Convention Center shall exceed the costs for same set forth in the Convention Center Budget, this provision shall be deemed satisfied in the event that JQH-LP shall pay such cost overrun at time of the County's payment of such Installment Payment or otherwise provide to the reasonable satisfaction of the County at such time that such cost overrun shall be promptly satisfied or eliminated, (ii) the time-frame for same set forth in the Construction Schedule, subject to Force Majeure, and (iii) the Design Plans and the Construction Drawings;

6.3.2 the actual cost of constructing the Convention Center (without regard to the cost of purchasing and installing the Convention Center FF&E) for the then constructed portion of the Convention Center shall not be less than the sum of the aggregate amount of the Installment Payments previously made by the County plus the then pending Installment Payment, or, pursuant to Section 6.2 hereof, the amount of the Installment Payment then pending shall be reduced until such requirement is satisfied, with any such reduction being added to the next Installment Payment for which this condition is satisfied in full;

6.3.3 JQH-LP shall have obtained for the County an endorsement to the Title Policy insuring that the County is protected up to the full amount of the Convention Center Purchase Price then paid by the County, free of mechanics', laborers' and/or materialmen's claims or liens of any sort;

6.3.4 the P&P Bonds are in full force and effect;

6.3.5 construction of the Hotel shall be proceeding in accordance with the time frame set forth in the Construction Schedule, subject to Force Majeure; and

6.3.6 the insurance required to be maintained by JQH-LP in Article 15 hereof shall be in full force and effect.

Evidence of satisfaction of the conditions set forth in subparagraphs 6.3.1, 6.3.2 and 6.3.5 above shall, at the time of each and every Installment Payment, be certified to the County by JQH-LP and by a qualified professional selected by JQH-LP and approved by the County.

6.4 Installment Payment Retainage. Notwithstanding the obligation of the County to make Installment Payments pursuant to Section 6.2, the County shall be entitled to retain from the Convention Center Purchase Price an amount equal to ten percent (10%) of each Installment

Payment for retainage pending completion of construction (collectively, the "Retainage Amount"). The Retainage Amount shall be released by the County to JQH-LP following (i) the Completion Date, (ii) delivery to the County of the Title Policy with all endorsements thereto, (iii) delivery to the County of the Bill of Sale and the Assignment of Warranties and Permits contemplated in Section 7.3, (iv) delivery to the County of all affidavits furnished by the Contractor to JQH-LP in accordance with Section 713.06(3)(d)(1) of Florida Statutes, as annotated, evidencing full and final payments to all contractors and (v) delivery to the County of a final as-built survey of the Convention Center, and as-built drawings of the Project reflecting construction of the Project in accordance with the Design Plans and the Construction Drawings.

7. SALE AND DELIVERY OF FURNITURE, FIXTURES AND EQUIPMENT.

7.1 JQH-LP Obligation. JQH-LP shall deliver and install the furniture, fixtures and equipment necessary or desirable to properly operate the Convention Center (the "Convention Center FF&E"). All Convention Center FF&E shall be of good quality and design, identified in the Construction Drawings as Convention Center FF&E, and approved by the County.

7.2 Approval of Convention Center FF&E. Prior to ordering any portion of the Convention Center FF&E which is not identified or included in the Construction Drawings, JQH-LP shall submit to the County for its approval descriptions and, where available, samples thereof.

7.3 Delivery of FF&E; Bill of Sale; Assignment of Warranties and Permits. JQH-LP shall deliver to the County title to the Convention Center FF&E on or prior to the Completion Date for One Dollar ($1.00). Title to the Convention Center FF&E shall be conveyed to the County pursuant to a bill of sale (the "Bill of Sale") in a form agreed to by the County and JQH-LP on or prior to the execution and delivery of this Agreement, together with a UCC-11 search confirming that the Convention Center FF&E are free from all liens, security interests and encumbrances whatsoever. Additionally, on or prior to the Completion Date, JQH-LP shall transfer and assign to the County all warranties and permits relating to the Convention Center pursuant to an assignment of warranties and permits (the "Assignment of Warranties and Permits") in a form agreed to by the County and JQH-LP on or prior to the execution and delivery of this Agreement.

8. JOHN Q. HAMMONS AND JQH TRUST GUARANTY.

In order to induce the County to execute and deliver this Agreement, JQH-LP agrees to cause Hammons to execute and deliver a guaranty (the "Hammons Purchase Agreement Guaranty"), in the form of Exhibit H attached hereto, concurrently with the execution and delivery of this Agreement by the County and JQH-LP.

The Hammons Purchase Agreement Guaranty sets forth the entire understanding of Hammons and the County with respect to Hammons' guaranty of JQH-LP's obligations relating to the timely construction, furnishing, equipping and delivery of the Convention Center to the County and the payment in full of all Project costs, and supersedes in its entirety any and all prior oral and written understandings and agreements with respect to the subject matter dealt with therein, including, without limitation, Section 7 of the Memorandum. The Hammons Purchase Agreement Guaranty is being executed and delivered to the County simultaneously with that certain Guaranty Relating to Operating Agreement from Hammons to the County of even date herewith, pursuant to which Hammons has guaranteed to the County the timely payment and performance of JQH-LP's obligations to the County under the Operating Agreement.

9. REPRESENTATIONS AND WARRANTIES OF JQH-LP.

JQH-LP represents to the County that:

9.1 Due Organization. JQH-LP is a limited partnership duly organized and in good standing under the laws of the State of Delaware and is qualified to do business in the State.

9.2 Due Authority. JQH-LP's execution and delivery of this Agreement to the County and its sale and conveyance of the Land and Convention Center provided for herein have been authorized by JQH-LP in accordance with applicable law and that all other actions required to be taken to authorize execution of this Agreement and JQH-LP's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

9.3 No Actions. There are no actions, suits or proceedings pending against or affecting JQH-LP which would impede or otherwise impair its ability to perform its obligations under this Agreement.

9.4 RSA Loan. JQH-LP has obtained a loan commitment (the "RSA Loan Commitment") from the RSA, a copy of which has previously been provided to the County, evidencing RSA's agreement to make a loan (the "RSA Loan") to JQH-LP in an amount, which together with any guaranteed equity contribution from JQH-LP and the Convention Center Purchase Price to be paid by the County, will be sufficient to construct, equip and furnish the Convention Center and the Hotel and improve the Land as contemplated by this Agreement.

9.5 Appurtenant Easements. The Appurtenant Easements provide the Convention Center with all ingress, egress, utilities, drainage, signage, parking and landscaping necessary and appropriate for its successful operation and maintenance.

9.6 Security. JQH-LP has fully complied with Section 28 of the Memorandum and will continue to fully comply with said Section 28.

9.7 As of the Escrow Closing Date. All representations made by JQH-LP pursuant to this Article are true and correct to JQH-LP's best knowledge and belief as of the Escrow Closing Date.

10. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County represents to JQH-LP that:

10.1 Due Organization. The County is a political subdivision of the State.

10.2 Due Authority. The County's execution and delivery of this Agreement to JQH-LP and its purchase of the Land and Convention Center provided for herein have been authorized by the County in accordance with applicable law and that all other actions required to be taken to authorize execution of this Agreement and the County's performance of all obligations undertaken by it under its terms have been duly and regularly taken.

10.3 No Actions. There are no actions, suits or proceedings pending against or affecting the County, which would impede or otherwise impair its ability to perform its obligations under this Agreement.

10.4 Bonds. The Bonds have been duly authorized by the Bond Resolution and duly validated under Chapter 75, Florida Statutes, as amended.

10.5 As of the Escrow Closing Date. All representations made by the County pursuant to this Article are true and correct to the County's best knowledge and belief as of the Escrow Closing Date.

11. COVENANTS OF JQH-LP.

JQH-LP hereby covenants and agrees as follows:

11.1 Compliance with Construction Obligations; Construction Commencement. To construct the Convention Center in a good and workmanlike manner, in accordance with this Agreement and the Construction Drawings and within the time-frames set forth in the Construction Schedule, construction to commence upon the Commencement Date, and to be completed on or before the Anticipated Delivery Date, subject only to Force Majeure.

11.2 Hotel Construction Obligations. To construct the remainder of the Project, including the Hotel, such construction to be completed on or before the Anticipated Delivery Date, subject only to Force Majeure.

11.3 RSA Loan Commitment. To diligently proceed to satisfy the terms and conditions of the RSA Loan Commitment and to close the RSA Loan prior to or simultaneously with the closing of the sale of the Bonds.

11.4 Regulated Materials. During construction of the Project, (i) to store and use any Hazardous Substance within its possession on the Land in accordance with all applicable laws, (ii) to contain and remove as soon as reasonably possible any Hazardous Substance it releases upon the Land, and (iii) contain and remove as soon as reasonably possible any Hazardous Substance which it uncovers or caused to be released while performing construction or excavation on the Land. JQH-LP hereby agrees to indemnify and save the County harmless from and against any liability incurred by the County due to a breach by JQH-LP of its covenants contained in this Section.

11.5 Hotel. That JQH-LP, John Q. Hammons Hotels, L.P. or another affiliate of JQH-LP shall operate the Hotel as a hotel for an aggregate term ending not earlier than the date upon which the Bonds shall be paid in full.

11.6 Other Agreements. To timely perform and comply with all of the terms and conditions of this Agreement and any other agreements now or hereafter entered into between JQH-LP and the County relating to the Project.

12. COVENANTS OF COUNTY.

The County hereby covenants and agrees as follows:

12.1 Sale of Bonds; Final Approval by County Commission. To use its good faith efforts to negotiate and complete the sale of the Bonds in the manner and under the conditions described in the Memorandum on or prior to that date which is not later than sixty (60) days following the Escrow Closing Date.

12.2 Cooperate. To reasonably cooperate with JQH-LP, if and to the extent reasonably requested by JQH-LP, in connection with the performance by JQH-LP of its obligations hereunder. The foregoing, however, shall not operate to impose upon the County any covenant or duty which is the responsibility of JQH-LP hereunder.

12.3 Other Agreements. To timely perform and comply with all of the terms and conditions of this Agreement and any other agreement now or hereafter entered into between JQH-LP and the County relating to the Project.

13. EMINENT DOMAIN.

13.1 Partial Taking. If at any time subsequent to the execution and delivery of this Agreement, but prior to the Completion Date, any proceeding shall be commenced or

consummated for the taking of a portion of the Land for public or quasi-public use pursuant to the power of eminent domain, JQH-LP shall be entitled to affect such modifications to the Design Plans and Construction Drawings as may be necessary to conform the Convention Center to the limitations of the Land as reconfigured subsequent to the effect of such taking; provided, however, that the Convention Center, as modified, would provide substantially the same square footage and facilities and would allow for substantially the same use as is currently contemplated for the Convention Center hereunder (a "Partial Taking").

13.2 Complete Taking. If at any time subsequent to the execution and delivery of this Agreement, but prior to the Completion Date, any proceeding shall be commenced or consummated for the taking of all or so material a part of the Land for public or quasi-public use pursuant to the power of eminent domain (a "Complete Taking") that the Convention Center cannot be constructed or used either as contemplated hereunder or as reconfigured pursuant to the provisions of Section 13.1, then in such event this Agreement shall forthwith terminate with no further rights and obligations of either party hereto to perform pursuant to the terms of this Agreement.

13.3 County's Power of Eminent Domain. From the date of execution and delivery of this Agreement through and including the Completion Date, the County agrees not to (i) use or exercise any right or power of eminent domain with respect to the Convention Center, (ii) consent to or acquiesce in the exercise of any such power by any authority, and (iii) voluntarily convey any portion of the Convention Center in lieu of a Partial Taking or a Complete Taking, in each case, without JQH-LP's prior written consent.

14. CASUALTY.

If any time subsequent to the execution and delivery of this Agreement, but prior to the Completion Date, there shall be any damage or destruction to all or any portion of the Project, then in such event JQH-LP shall have an obligation to promptly rebuild the Project in accordance with the Design Plans and Construction Drawings, and all proceeds of any casualty insurance policies (less reasonable out-of-pocket costs and expenses incurred in the collection of such proceeds) then in place either for the Hotel or the Convention Center shall be made available to JQH-LP for such purpose.

15. INSURANCE.

15.1 Insurance. For the period of time commencing upon the Commencement Date and terminating sixty (60) days following the Completion Date, JQH-LP shall cause to be maintained for the benefit of the County and JQH-LP insurance on the Project against such risks in such amounts as are customarily carried by others with respect to similar facilities and operations, and which shall enable the County to comply with its insurance obligations under the Bond Resolution. Such insurance, which shall be written by companies of recognized, reputable standing authorized and licensed by the State and the State Department of Insurance and qualified

to do business in the State, which are rated one (1) of the top two (2) categories by Moody's Investor Service or Standard & Poor's Rating Group (or other comparable rating services) or "A" or better by A.M. Best & Company (or other comparable rating service), shall include, but not be limited to, the following:

15.1.1 Liability Insurance. General comprehensive public liability insurance for personal injuries, bodily injury, death and/or property damage occurring on the Land and/or the Project, with minimum limits of Five Million Dollars ($5,000,000) for any one occurrence or accident, and Ten Million Dollars ($10,000,000) aggregate in any one year for all occurrences or accidents; and

15.1.2 Builder's Risk Insurance. Builder's risk insurance for the Project which insurance shall contain completed operations coverage; and

15.1.3 All Risk Property Insurance. To the extent not covered by the builder's risk insurance required pursuant to Section 15.1.2 hereof, all risk property insurance on the Project insuring against loss or damage by fire and other risks insured against by extended coverage in an amount not less than the full replacement cost value of the then completed portion of the Project.

15.2 Evidence of Insurance. Certificates of such insurance coverage shall be furnished to each party before commencement of any construction activity. These certificates shall provide that the insurer shall give thirty (30) days written notice to each insured prior to change or cancellation of any policy. The County shall be named as an additional insured as its interests may appear from time to time (with a special endorsement providing coverage to the County Board and administrators of the County) under each policy carried pursuant to this Article with coverage extended for all risks protected against by such policy. Each such policy carried shall be primary, whether or not the other party has other collectable insurance. Certificates of such insurance shall be delivered to any additional insured prior to commencement of any construction. The insurance required to be maintained by JQH-LP may be effected under a blanket policy or policies obtained by JQH-LP provided that the specific amounts of such insurance required hereunder shall be allocated under such policy to the Project. In addition, the amounts of insurance set forth in Section 15.1 shall be increased to amounts deemed sufficient by an insurance consultant engaged by the County who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for similar facilities and operations.

15.3 Waiver of Subrogation. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance written by recognized, reputable companies authorized and licensed by the State and the State Department of Insurance and qualified to do business in the State (even though extra premiums may result therefrom), the County and JQH-LP mutually agree that any insurance required to be maintained by JQH-LP hereunder shall provide for the waiver by the insurance carrier of any right of subrogation against the other, its

employees, agents, servants and representatives, with respect to any damage, the loss from which is covered by such insurance, and each party hereby releases the other, its employees, agents, servants and representatives from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

16. JQH-LP DEFAULTS; EVENTS OF DEFAULT.

16.1 JQH-LP Defaults and Events of Default.

16.1.1 JQH-LP Defaults. If JQH-LP shall (a) fail to complete construction of the Project (including to provide and, where applicable, install, the Convention Center FF&E) on or before the Anticipated Delivery Date, or such later date as may result from any Force Majeure, or (b) fail or neglect to perform, keep or observe any other term, provision, condition or covenant contained herein or in the Job Creation Agreement which is required to be performed, kept or observed by JQH-LP, or (c) breach any material representation or material warranty made by it herein in any material respect, then, in each of such events described in clauses (a) through (c) above, such failure shall constitute a "JQH-LP Default" hereunder.

16.1.2 JQH-LP Event of Default. Upon the occurrence of a JQH-LP Default, the County shall have the right to notify JQH-LP in writing of such JQH-LP Default and if such JQH-LP Default is not cured within thirty (30) days of receipt of such notice from the County, a JQH-LP event of default (a "JQH-LP Event of Default") shall be deemed to have occurred hereunder.

16.1.3 Remedy Upon JQH-LP Event of Default. Upon the occurrence of and during the continuation of a JQH-LP Event of Default, the County shall have available to it all of the rights and remedies that are available to it at law and in equity against JQH-LP. The County shall use reasonable efforts to mitigate any and all damages to the County arising from a JQH-LP Event of Default. The County also shall be entitled to recover from JQH-LP its reasonable attorneys' fees and expenses incurred in connection with the successful enforcement of its rights hereunder on account of a JQH-LP Event of Default.

16.2 County Defaults and Events of Default.

16.2.1 County Defaults. If the County shall (a) fail or neglect to perform, keep or observe any term, provision, condition or covenant contained herein to be performed, kept or observed by the County, or (b) if the County shall breach a material representation or material warranty made by it herein in any material respect, then, in each of such events described in clauses (a) and (b) above, such failure shall constitute a "County Default" hereunder.

16.2.2 County Event of Default. Upon the occurrence of a County Default, JQH-LP shall have the right to notify the County in writing of such County Default,

and if such County Default is not cured within thirty (30) days of receipt of such notice from JQH-LP, a County event of default (a "County Event of Default") shall be deemed to have occurred hereunder.

16.2.3 Remedy Upon County Event of Default. Upon the occurrence of and during the continuation of a County Event of Default, JQH-LP shall have available to it all of the rights and remedies that are available at law and in equity against the County. JQH-LP shall be entitled to recover from the County its reasonable attorneys' fees and expenses incurred in connection with the successful enforcement of its rights hereunder on account of a County Event of Default.

16.3 Permitted Lender Protections. Notwithstanding anything to the contrary contained in this Agreement, JQH-LP shall have the right to grant a collateral assignment or security interest (hereinafter, a "Collateral Assignment") in and to JQH-LP's rights and obligations under this Agreement to any lender financing its obligations hereunder. If JQH-LP grants a Collateral Assignment to such lender and JQH-LP advises the County in writing of the name and address of such lender (hereinafter, a "Permitted Lender") holding such Collateral Assignment together with instructions for notification, then until such time as the County receives actual or constructive notice that such Collateral Assignment has been satisfied, the following provisions shall apply:

16.3.1 Notice. The County, upon serving JQH-LP with any notice of default pursuant to this Agreement or any notice or demand during the continuation of a JQH-LP Default or JQH-LP Event of Default, also shall serve a copy of such notice or demand upon any Permitted Lender and no such notice or demand by the County under this Agreement shall be deemed to have been duly given to or effective or binding upon a Permitted Lender unless and until a copy thereof has been served upon such Permitted Lender in the manner herein required. A failure by the County to serve such notice or demand to a Permitted Lender shall not alter the effectiveness of any notice given to JQH-LP or to any other Permitted Lender. Copies of notices shall be served upon the Permitted Lender, by certified mail, return receipt requested, to the address set forth herein.

16.3.2 Lender Right to Perform. In the event JQH-LP has granted a Collateral Assignment and is in default under this Agreement and/or a Collateral Assignment, the Permitted Lender shall have the right but not the obligation to perform any term, covenant, condition or agreement of this Agreement on JQH-LP's part to be performed, and the County shall accept this performance by the Permitted Lender with the same force and effect as if furnished by JQH-LP. In addition, following any such default by JQH-LP, the Permitted Lender, as the holder of such Collateral Assignment, shall have the right to transfer and assign the Permitted Lender's rights in and to this Agreement to any third party and thereafter such third party shall perform as JQH-LP hereunder, provided that such third party shall be a nationally recognized, experienced hotel and convention center developer reasonably acceptable to the County. Any performance by a Permitted Lender or such third party shall not prevent

the County from taking any action or pursuing any remedy with respect to any obligation of JQH-LP under this Agreement that is not timely or satisfactorily performed by JQH-LP or such Permitted Lender or such third party.

16.3.3 Delegation. In the event JQH-LP has granted a Collateral Assignment, JQH-LP may delegate to any Permitted Lender the authority to exercise any or all of JQH-LP's rights or obligations hereunder, but no such delegation shall be binding upon the County unless and until (i) JQH-LP or such Permitted Lender shall deliver to the County a true copy of a written instrument affecting such delegation which shall describe with particularity the rights or obligations so delegated and (ii) the Permitted Lender agrees, for so long as such delegation shall remain in effect, to assume and timely perform all obligations so delegated to the Permitted Lender. The County shall be entitled to rely on any written instrument affecting such delegation which describes with particularity the rights and obligations so delegated. No such delegation of rights or obligations shall release JQH-LP from any of its rights or obligations under this Agreement.

16.3.4 RSA Designated. The Employees' Retirement System of Alabama and the Teachers' Retirement System of Alabama (together, the "RSA") is hereby designated a Permitted Lender with a notice address at: Employees' Retirement System of Alabama and Teachers' Retirement System of Alabama, 135 South Union Street, Montgomery, Alabama 26130-4101, Attention: Dr. David G. Bronner, Secretary-Treasurer.

17. MISCELLANEOUS.

17.1 Time/Consent. Time is of the essence in the performance of the respective obligations of the parties contained in this Agreement. Whenever pursuant to this Agreement the acceptance, consent or approval of any party is required, such party, except as may otherwise be provided to the contrary in this Agreement, shall not unreasonably withhold or delay such acceptance, consent or approval.

17.2 Successors and Assigns. This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. None of the parties hereto may assign this Agreement without the prior written consent of the other party, provided, however, that, subject and pursuant to Section 16.3 hereof, JQH-LP may grant a Collateral Assignment in and to its rights and obligations under this Agreement to any Permitted Lender.

17.3 Entire Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

17.4 Jurisdiction. This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State. Any suit shall be brought

within the courts of the State located in St. Johns County or in the Florida federal district court for the Middle District of Florida.

17.5 Waiver/Amendment. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any party hereto of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by the County and JQH-LP.

17.6 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by certified mail, return receipt requested, or if deposited with an overnight delivery service, properly addressed and postage prepaid. All notices shall be effective upon the earlier of (i) actual receipt or (ii) by 5:00 p.m. on the first business day following shipping if sent by overnight delivery service or by 5:00 p.m. on the third business day following deposit into the U.S. Mail as certified, return receipt requested mail. Notices shall be addressed as follows:

If to JQH-LP:	John Q. Hammons Hotels Two, L.P. c/o John Q. Hammons Industries 300 John Q. Hammons Parkway Suite 900 Springfield, MO 65806 ATTENTION: President
with a copy to:	Eckert Seamans Cherin & Mellott One International Place 18th Floor Boston, MA 02110 ATTENTION: Stephen I. Burr, Esq.
If to the County:	St. Johns County, Florida County Administrative Building 4020 Lewis Speedway St. Augustine, FL 32095 ATTENTION: County Administrator

17.7 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

17.9 Further Assurances. Whenever and so often as requested by a party hereto, the other party will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary and reasonably required in order to further and more fully vest in such party all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Agreement.

17.10 Recitals and Exhibits. The recital paragraphs and all exhibits attached hereto are made a part of this Agreement and the terms thereof are incorporated into this Agreement by reference.

17.11 Recording. This Agreement may be recorded in the official public records of the County at the option of either the County or JQH-LP.

17.12 Estoppel Certificates. Upon the written request of any parties hereto, the other party shall execute and deliver a certificate certifying that it is not aware of any existing defaults on the part of any party to this Agreement, or if there are such defaults specifying the particulars of such default.

17.13 Limitation on Liability. No director, officer or employee of JQH-LP, its general partner, John Q. Hammons Hotels, L.P. (the "General Partner") or the general partner of the General Partner, John Q. Hammons Hotels, Inc. (the "Corporation") or any future general partner of JQH-LP or the General Partner, or any director, officer, commissioner, administrator or employee of either of the County or JQH-LP (as applicable), shall ever be personally liable for the performance of their principal's obligations hereunder. The foregoing, however, shall not (i) alter or impair the County's rights under the Hammons Purchase Agreement Guaranty or (ii) exculpate the General Partner, the Corporation or any future general partner of JQH-LP or the General Partner from any liability hereunder. Each party represents to the other that such party has researched the financing of the Convention Center by the County and has researched State law pertaining to the financing of the Convention Center, the construction of the Convention Center, the purchase of the Convention Center by the County and the ownership and operation of the Convention Center by the County and each such party has independently concluded to such party's satisfaction that, taken as a whole and in the context of the County's financing, acquisition, operation and ownership of the Convention Center, this Agreement is consistent with and fully complies with all State laws applicable to the County's financing, acquisition, purchase, ownership and operation of the Convention Center. Each party agrees further that no party hereto shall be liable to another party hereto for any damages whatsoever in the event that such conclusion shall be challenged or proven faulty or wrong.

17.14 No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement, other than a Permitted Lender and (subject to Section 16.3.2) any successor or assign thereof.

17.15 Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied to any particular case in any relevant jurisdiction or jurisdictions or in all relevant jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof, provided that such remaining portions remain consistent with the intent of this Agreement and do not individually or collectively violate State law.

17.16 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Escrow and Final Closings, and the Completion Date.

17.17 Bond Resolution. JQH-LP hereby acknowledges that it has read the Bond Resolution, and that the Bond Resolution is acceptable to JQH-LP.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

The County:

ST. JOHNS COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

By:_____

_____
Its Chair

Attest:_____

_____
Its Clerk

JQH-LP:

JOHN Q. HAMMONS HOTELS TWO, L.P.,
a Delaware limited partnership

By: John Q. Hammons Hotels, L.P., Its
General Partner

By: John Q. Hammons Hotels, Inc.,
Its General Partner

By:_____
John Q. Hammons
Chairman of the Board

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by and , the Chair and the Clerk of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Q. Hammons and , the Chairman and the Secretary, respectively, of John Q. Hammons Hotels, Inc., the general partner of John Q. Hammons Hotels, L.P., the general partner of John Q. Hammons Hotels Two, L.P., a Delaware limited partnership authorized to do business in the State of Florida, on behalf of said partnership. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

EXHIBIT A

TABLE OF DEFINITIONS

"**Anticipated Delivery Date**" shall mean the day immediately preceding the sixteenth (16th) monthly anniversary of the Final Closing Date.

"**Agreement**" shall have the meaning ascribed to it in the First paragraph of this Agreement.

"**Air Rights Easement**" shall have the meaning ascribed to it in Section 3.2.

"**Appurtenant Easements**" shall have the meaning ascribed to it in Section 3.3.

"**Assignment of Warranties and Permits**" shall have the meaning ascribed to it in Section 7.3.

"**Bill of Sale**" shall have the meaning ascribed to it in Section 7.3.

"**Bonds**" shall mean the taxable bonds authorized by the Bond Resolution, and any bonds issued to refund or refinance the Bonds which refunding or refinance satisfies the terms and conditions set forth in the Special Assessment Agreement for a refunding or refinance of the Bonds.

"**Bond Documents**" shall have the meaning ascribed to it in Section 1.3.

"**Bond Resolution**" shall mean Resolution No. 95-_____ adopted by the County on _____, 1995, as amended and supplemented, authorizing the issuance of the Bonds.

"**Building**" shall have the meaning ascribed to it in Ninth **WHEREAS Clause**.

"**Collateral Assignment**" shall have the meaning ascribed to it in Section 16.3.

"**Commencement Date**" shall have the meaning ascribed to it in Section 5.6.

"**Commitment**" shall have the meaning ascribed to it in Section 3.7.

"**Common Support Facilities**" shall have the meaning ascribed to it in Section 5.13.

"**Complete Taking**" shall have the meaning ascribed to it in Section 12.2.

"**Completion Date**" shall mean the date upon which completion of construction for the Project shall be evidenced as set forth in Section 5.6. Upon the request of either the County or JQH-LP, a certificate setting forth the Completion Date, executed by both the County and JQH-LP, shall be recorded.

"**Construction Contract**" shall have the meaning ascribed to it in Section 5.9.

"**Construction Drawings**" shall have the meaning ascribed to it in Section 5.4.

"**Construction Schedule**" shall have the meaning ascribed to it in Section 5.6.

"**Contractor**" shall have the meaning ascribed to it in Section 5.8.

"**Convention Center**" shall have the meaning ascribed to it in the Ninth **WHEREAS** Clause.

"**Convention Center Budget**" shall have the meaning ascribed to it in Section 5.7.

"**Convention Center FF&E**" shall have the meaning ascribed to it in Section 7.1.

"**Convention Center Purchase Price**" shall have the meaning ascribed to it in Section 6.1.

"**Convention Center Right**" shall have the meaning ascribed to it in Section 3.2.

"**Corporation**" shall have the meaning ascribed to it in Section 17.13.

"**County**" shall have the meaning ascribed to it in the First paragraph of this Agreement.

"**County Board**" shall have the meaning ascribed to it in the First **WHEREAS** Clause.

"**County Default**" shall have the meaning ascribed to it in Section 16.2.1.

"**County Event of Default**" shall have the meaning ascribed to it in Section 16.2.2.

"**Curative Action**" shall have the meaning ascribed to it in Section 1.5.

"**Current First Floor Plan of Convention Center**" shall have the meaning assigned to such term in Section 5.2.

"**Deed**" shall have the meaning ascribed to it in Section 3.1.

"**Design Plans**" shall have the meaning ascribed to it in Section 5.3.

"**Escrow Agent**" shall have the meaning ascribed to it in Section 4.1.

"**Escrow Agreement**" shall have the meaning ascribed to it in Section 4.1.

"**Escrow Closing**" shall have the meaning ascribed to it in Section 4.1.

"**Escrow Closing Date**" shall have the meaning ascribed to it in Section 4.1.

"**Escrow Conditions**" shall have the meaning ascribed to it in Section 4.2.

"**Escrow Documents**" shall have the meaning ascribed to it in Section 4.1.

"**Expansion Design Plans**" shall have the meaning ascribed to it in Section 3.5.

"**Expansion Right**" shall have the meaning ascribed to it in Section 3.5.

"**Expansion Site**" shall have the meaning ascribed to it in Section 3.5.

"**Final Closing**" shall have the meaning ascribed to it in Section 4.2.

"**Final Closing Date**" shall have the meaning ascribed to it in Section 4.2.

"**Force Majeure**" shall mean any acts or activities that are beyond the reasonable control of JQH-LP, but materially diminish the ability of JQH-LP to complete the Project within the Construction Schedule which, depending on the severity and duration of such acts or activities, may include Acts of God, earthquakes, blizzards, tornados, hurricanes, fires, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy (declared or undeclared), landslides, explosions, epidemics, compliance with any order, rule, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, inability to obtain materials or supplies after the exercise of all reasonable efforts, substantial interference in construction activities resulting from construction activities conducted simultaneously on adjacent lands by or under the direction of unrelated parties and any other similar circumstances beyond the reasonable control of JQH-LP. If JQH-LP is affected by such Force Majeure event, then in such event it must give notice specifying the Force Majeure event, in writing, to the County within ten (10) days after its occurrence. The obligation of JQH-LP to perform an act shall be suspended during the continuance of any inability to perform such act caused by the occurrence of the Force Majeure event provided that JQH-LP uses diligent efforts to mitigate the effect of such Force Majeure event on JQH-LP's performance.

"**General Partner**" shall have the meaning ascribed to it in Section 17.13.

"**Hammons**" shall have the meaning ascribed to it in the First **WHEREAS** Clause.

"**Hammons Purchase Agreement Guaranty**" shall have the meaning ascribed to it in Article 8.

"**Hazardous Substance**" shall mean any element, substance, compound or mixture which is included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination clean-up or disclosure, including without limitation, the

Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended, the Toxic Substances Control Act of 1976, as heretofore or currently in effect and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect.

"**Hotel**" shall have the meaning ascribed to it in the Tenth **WHEREAS** Clause.

"**Hotel Expansion**" shall have the meaning ascribed to it in Section 3.5.

"**Installment Payment**" shall have the meaning ascribed to it in Section 6.2.

"**Installment Payment Date**" shall have the meaning ascribed to it in Section 6.2.

"**Job Creation Agreement**" shall mean the job creation minority outreach agreement of even date herewith between the County and JQH-LP.

"**JQH-LP**" shall have the meaning ascribed to it in the First paragraph of this Agreement.

"**JQH-LP Default**" shall have the meaning ascribed to it in Section 16.1.1.

"**JQH-LP Event of Default**" shall have the meaning ascribed to it in Section 16.1.2.

"**Land**" shall have the meaning ascribed to it in the Tenth **WHEREAS** Clause.

"**Land Purchase Price**" shall have the meaning ascribed to it in Article 3.

"**Land Site**" shall have the meaning ascribed to it in the Ninth **WHEREAS** Clause.

"**Memorandum**" shall have the meaning ascribed to it in the First **WHEREAS** Clause.

"**MOU Resolution**" shall have the meaning ascribed to it in the First **WHEREAS** Clause.

"**Operating Agreement**" shall have the meaning ascribed to it in the Eighth **WHEREAS** Clause.

"**P&P Bonds**" shall have the meaning ascribed to it in Section 5.9.

"**Partial Taking**" shall have the meaning ascribed to it in Section 12.1.

"**Permitted Encumbrances**" shall have the meaning ascribed to it in Section 3.4.

"**Permitted Lender**" shall have the meaning ascribed to it in Section 16.3.

"**Project**" shall have the meaning ascribed to it in the Tenth **WHEREAS** Clause.

"**Reconfigured First Floor Plan of the Convention Center**" shall have the meaning ascribed to it in Section 5.14.

"**Retainage Amount**" shall have the meaning ascribed to it in Section 6.4.

"**RSA**" shall have the meaning ascribed to it in Section 16.3.4.

"**RSA Loan**" shall have the meaning ascribed to it in Section 9.4.

"**RSA Loan Commitment**" shall have the meaning ascribed to it in Section 9.4.

"**Site Plan**" shall have the meaning ascribed to it in the Ninth **WHEREAS** Clause.

"**Special Assessment Agreement**" means that certain Special Assessment Agreement of even date herewith by (among others) the County and JQH-LP.

"**State**" shall have the meaning ascribed to it in the Third **WHEREAS** Clause.

"**Survey**" shall have the meaning ascribed to it in Section 3.6.

"**Title Policy**" shall have the meaning ascribed to it in Section 3.7.

"**World Golf Village Project**" shall have the meaning ascribed to it in the Fourth **WHEREAS** Clause.

EXHIBIT B

LEGAL DESCRIPTION OF LAND SITE

A part of Section 10, Township 6 South, Range 28 East, St. Johns County, Florida, more particularly described as follows: For a point of reference, commence at the southeast corner of said Section 10; thence south 89° 32' 10" west along the south line of said Section 10, to its intersection with the westerly right-of-way line of the proposed ramp leading from Interstate 95 to International Golf Parkway, a distance of 300.10 feet; thence north 05° 35' 47" east along said westerly right-of-way line of proposed ramp, a distance of 322.93 feet to the point of curve of a curve, said curve being concave southwesterly, having a radius of 1051.92 feet; thence northwesterly along the arc of said curve and along the westerly right-of-way line of said ramp, an arc distance of 553.47 feet, said arc being subtended by a chord bearing of north 09° 28' 36" west and a chord distance of 547.10 feet to the point of tangency of said curve; thence north 24° 32' 59" west, continuing along the southwesterly right-of-way line of said ramp, a distance of 393.35 feet; thence south 65° 27' 01" west, leaving said southwesterly right-of-way line, a distance of 153.10 feet to the point of beginning; thence south 10° 51' 02" east, a distance of 141.35 feet to the point of curve of a curve, said curve being concave westerly, having a radius of 749.11 feet; thence southerly along the arc of said curve, an arc distance of 85.99 feet, said arc being subtended by a chord bearing of south 07° 33' 43" east and a chord distance of 85.95 feet to a point on a curve, said curve being concave northwesterly, having a radius of 1041.50 feet; thence southwesterly along the arc of said curve, an arc distance of 857.66 feet, said arc being subtended by a chord bearing of south 54° 38' 55" west and a chord distance of 833.63 feet to the end of said curve; thence north 50° 57' 13" west, a distance of 406.57 feet; thence north 07° 43' 06" east, a distance of 289.50 feet to a point on a curve, said curve being concave northerly, having a radius of 481.00 feet; thence northeasterly along the arc of said curve, an arc distance of 152.51 feet, said arc being subtended by a chord bearing of north 88° 38' 07" east and a chord distance of 151.87 feet to a point on said curve; thence north 10° 26' 53" west, a distance of 83.50 feet to a point on a curve, said curve being concave northerly, having a radius of 397.50 feet; thence northeasterly along the arc of said curve, an arc distance of 78.44 feet, said arc being subtended by a chord bearing of north 73° 53' 55" east and a chord distance of 78.31 feet to a point on said curve; thence south 23° 55' 18" east, a distance of 83.55 feet to a point on a curve, said curve being concave northerly, having a radius of 481.00 feet; thence northeasterly along the arc of said curve, an arc distance of 45.02 feet, said arc being subtended by a chord bearing of north 65° 11' 15" east and a chord distance of 45.01 feet; thence south 23° 55' 05" east, a distance of 75.63 feet to a point on a curve, said curve being concave northwesterly, having a radius of 556.50 feet; thence northeasterly along the arc of said curve, an arc distance of 188.52 feet, said arc being subtended by a chord bearing of north 53° 17' 12" east and a chord distance of 187.62 feet to a point on said curve; thence south 46° 25' 05" east, a distance of 153.00 feet to a point on a curve, said curve being concave westerly having a radius of 709.50 feet; thence northeasterly along the arc of said curve, an arc distance of 290.08 feet, said arc being subtended by a chord bearing of north 31° 52' 08" east and a chord distance

of 288.07 feet; thence south 69° 50' 38" east, a distance of 200.36 feet to the point of beginning.

Containing 10.39 acres more or less.

EXHIBIT C-1

SITE PLAN

That certain Sheet No. 1 dated May 11, 1995 entitled "SITE PLAN," 1" = 50', prepared by Steven E. Minton, AIA, Architecture of John Q. Hammons Industries, 300 John Q. Hammons Parkway, Springfield, Missouri 65806.

EXHIBIT C-2

CURRENT FIRST FLOOR PLAN OF THE CONVENTION CENTER

That certain Sheet No. 2 dated June 5, 1995 entitled "Preliminary Design Scheme 'A', Hotel and Convention Center with Common Support Facilities," prepared by Steven E. Minton, AIA, Architecture of John Q. Hammons Industries, 300 John Q. Hammons Parkway, Springfield, Missouri 65806.

EXHIBIT C-3

RECONFIGURED FIRST FLOOR PLAN OF THE CONVENTION CENTER

That certain Sheet No. 3 dated June 5, 1995 entitled "Preliminary Design Scheme 'B', Hotel and Convention Center with Separate Support Facilities," prepared by Steven E. Minton, AIA, Architecture of John Q. Hammons Industries, 300 John Q. Hammons Parkway, Springfield, Missouri 65806.

EXHIBIT D

DEED (WITH RESERVATION OF AIR RIGHTS EASEMENT
AND CONVENTION CENTER RIGHT)

DRAFT: June 5, 1995

STATUTORY WARRANTY DEED
(With Reservations of Rights)

This Statutory Warranty Deed is made by John Q. Hammons Hotels-Two, L.P., a Delaware limited partnership ("Grantor"), to St. Johns County, a political subdivision of the State of Florida ("Grantee"), whose address is County Administration Building, 4020 Lewis Speedway, St. Augustine, Florida 32095 and whose tax identification number is 59-6000825.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, and conveys to Grantee, and Grantee's successors and assigns forever, all of the following described land situate, lying and being in St. Johns County, Florida:

SEE SCHEDULE "A" ATTACHED TO AND
MADE A PART OF THIS INSTRUMENT

Folio No._____

Together With all easements, tenements, hereditaments, and appurtenances belonging to the land; and

Together With all of Grantor's right, title, and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways, and canals, open or proposed, in front of or adjoining the land;

To Have And To Hold the same (collectively, the "Property") in fee simple forever.

This conveyance is made subject to:

(a) Taxes for the year 1995 and subsequent years (other than taxes relating to the hereinafter defined Hotel Facility);

(b) Applicable zoning ordinances;

(c) The following conditions, restrictions, reservations, limitations and easements of record, which are not reimposed by this deed, as more particularly described in Schedule "B"

This instrument prepared by
Mark I. Aronson, Esquire of
Eckert Seamans Cherin & Mellott
701 Brickell Avenue, 18th Floor
Miami, Florida 33131

attached to and made a part of this instrument;

(d) The non-exclusive rights of Grantor and others to the benefits under the appurtenant easements more particularly described on Schedule "C" attached to and made a part of this instrument;

(e) The reservation by Grantor for itself and its successors and assigns, which shall also include, without limitation, Grantor's employees, agents, independent contractors (including both general contractors and subcontractors), suppliers, tenants, visitors, licensees and invitees of the foregoing (collectively, "Grantor's Permittees"), in perpetuity, of (i) that portion of the Property more particularly described on Schedule "D-1" attached to and made a part of this instrument and (ii) a permanent exclusive easement in and to all that volume of space lying above an elevation of _____ feet above mean sea level as defined by The National Geodetic Vertical Datum of 1929 with the vertical planes being the perimeter of that portion of the Property more particularly described on Schedule "D-2" attached to and made a part of this instrument (together with any amendments thereto, the "Air Rights Easement"). The Air Rights Easement shall be for the construction, operation, ownership, maintenance, repair, replacement and use of an approximately 300 room hotel and related amenities to be constructed pursuant to the Plans and Specifications for _____, prepared by _____ dated _____, 199__ under Job No. _____ and approved by Grantee as the same may be amended from time to time (the "Hotel Facility") in accordance with all applicable governmental building codes and land use regulations. The Hotel Facility shall be subject to property taxes and governmental assessments in the manner prescribed by law. The Air Rights Easement includes, without limitation, easements as to structure, exterior walls, signage, utility systems, elevators and elevator cores and pits, escalators and escalator cores and pits, passageways, stairways, structural members and supports, floors, ceilings, truck and loading ramps and as to any lawful hotel use. Grantor, and Grantee by acceptance of this instrument, agree that upon completion of the Hotel Facility, an amendment to the Air Rights Easement shall be entered into by the parties specifically delineating, pursuant to as-built surveys, the specific locations of the easements reserved herein. Each of the parties to this instrument agrees not to unreasonably withhold or delay its consent or agreement to any amendments to the Air Rights Easement from time to time requested by the other party, or its mortgagees provided, however, that neither party shall be obligated to enter into any amendment which would have a material adverse affect upon the rights, interest and privileges under this Air Rights Easement;

(f) The reservation by Grantor for itself and it successors and assigns and for Grantor's Permittees of the sole right to design, construct, furnish and equip the convention center to be constructed on the Property in the manner and for the purpose contemplated by the terms of that certain Purchase and Sale Agreement between Grantor and Grantee dated _____, 1995 (the "Purchase Agreement");

(g) The reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees of the right to design, construct, furnish and equip an up to 100 room

expansion to the Hotel Facility (the "Hotel Expansion") in accordance with all applicable governmental building codes and land use regulations on that portion of the Property more particularly described on Schedule "E" attached to and made a part of this instrument (the "Expansion Site"). The Hotel Expansion shall be deemed part of the Hotel Facility, included within and benefitted by the easements contained in the Air Rights Easement and subject to property taxes and governmental assessments in the manner prescribed by law. The reservation contained in this paragraph also includes, without limitation, the reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees of all rights of support necessary for construction of the Hotel Expansion together with a perpetual exclusive easement over, under, upon and across the Expansion Site. Grantor, and Grantee by acceptance of this instrument, agree that upon completion of the Hotel Expansion, an amendment to the Air Rights Easement shall be entered into by the parties specifically delineating, pursuant to as-built surveys, the specific locations of the easements reserved herein. Each of the parties to this instrument agrees not to unreasonably withhold or delay its consent or agreement to any amendments to the Air Rights Easement from time to time requested by the other party, or its mortgagees provided, however, that neither party shall be obligated to enter into any amendment which would have a material adverse affect upon the rights, interest and privileges under the Air Rights Easement. The Grantor shall deliver to the Grantee written notice that it will be commencing construction of the Hotel Expansion not less than sixty (60) days notice prior to the commencement of any such construction, and shall deliver to Grantee for its information, simultaneous with such notice, the design plans and specifications pertaining to the Hotel Expansion (as same may be amended or modified, the "Expansion Design Plans"). Any amendments or modifications to the Expansion Design Plans shall be promptly furnished to Grantee by Grantor. The Hotel Expansion, as shown on the Expansion Design Plans, shall be designed, constructed and operated in a manner consistent with the normal, efficient operation of the Convention Center (as defined in the Purchase Agreement), both during construction of the Hotel Expansion and thereafter; and

(h) The reservation by Grantor for itself and its successors and assigns and for Grantor's Permittees, in common with Grantee, in perpetuity, of a non-exclusive easement over, under, across and upon and the right to use such portions of the Property for use as, or actually used for roadways, accessways, or driveways, parking facilities, pathways, walkways, corridors and hallways for both vehicular and pedestrian access, ingress and egress to and from the Air Rights Easement and, if appropriate, the Expansion Site, as described in Schedule "F" attached to and made a part of this instrument.

Grantor fully warrants the title to said property and will defend the property against the lawful claims of all persons whomsoever.

Grantor has caused this instrument to be duly executed in its name, on _____, 1995.

Signed, sealed, and delivered
in the presence of:

John Q. Hammons Hotels-Two, L.P.,
a Delaware limited partnership

_____
Name:_____

By: John Q. Hammons Hotels, L.P.,
its general partner

_____
Name:_____

By: John Q. Hammons Hotels, Inc.,
its general partner

By:_____
Name:_____
Its:_____

JOINDER AND ACCEPTANCE

Grantee joins in the execution of this instrument for the specific purpose of the Grantee acknowledging its acceptance to the terms and conditions contained herein.

ST. JOHNS COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:

By: Its Board of County Commissioners

_____

Name:_____

By:_____
Its Chair

_____

Name:_____
(Witnesses as to County)

Attest:_____
Its Clerk

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Q. Hammons and _____, the Chairman and the Secretary, respectively, of John Q. Hammons Hotels, Inc., the general partner of John Q. Hammons Hotels, L.P., the general partner of John Q. Hammons Hotels Two, L.P., a Delaware limited partnership authorized to do business in the State of Florida, on behalf of said partnership. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____ and _____, the Chair and the Clerk of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. Such persons did not take an oath and: *(notary must check applicable box)*

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}_____
Signature of Notary

_____
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

64309.4

LIST OF SCHEDULES

A	-	Legal Description of Property to be conveyed to St. John's County (The Land Site and the Appurtenant Easements described in Exhibits "B" and "E" of the Purchase Agreement)
B	-	Permitted Encumbrances (From Exhibit "F" of Purchase Agreement)
C	-	List of Non-Exclusive Reserved Appurtenant Easement Rights (From Exhibit "E" of Purchase Agreement)
D-1	-	Legal Description of Air Rights Easement Property (begins at Surface)
D-2	-	Legal Description of Air Rights Easement Property (Air Rights only)
E	-	Legal Description of Expansion Site
F	-	List of Non-Exclusive Reserved Easements Over the Land

EXHIBIT E

APPURTENANT EASEMENTS

1. The terms and provisions of a certain Access Easement granted by SJH Partnership, Ltd. ("SJH Partnership") to JQH-LP recorded in Official Records Volume _____, Page _____ of the public records of St. Johns County, Florida which provides to JQH-LP, its successors and assigns, a non-exclusive and perpetual easement over and across a certain parcel of land containing approximately 5.73 acres of land to and from the Land and World Golf Drive, as shown on the Survey.

2. The terms and provisions of a certain Sign Easement granted by SJH Partnership to JQH-LP recorded in Official Records Volume _____, Page _____ of the public records of St. Johns County, Florida for the purpose of installation of identification signage for the benefit of the Project.

3. The terms and provisions of a certain Reciprocal Easement Agreement recorded in Official Records Volume _____, Page _____ of the public records of St. Johns County, Florida providing (i) reciprocal easements for pedestrian and vehicular access from the road connection point shown on the Survey to a boundary of the Land; (ii) reciprocal utility easements over and upon the World Golf Village Project; and (iii) allocation of construction costs and allocation of maintenance costs of sufficient drainage retention facilities, access roads, parking, landscaping and other landscaping to be located within the World Golf Village Project to serve all improvements to be constructed therein.

4. The terms and provisions of a certain perpetual, non-exclusive easement over and upon the portions of the Interchange Northwest Parcel (as defined in the Saint Johns Development of Regional Impact Order Resolution 91-130) for the use and operation of a lake and drainage system, together with a non-exclusive perpetual right and easement to connect to and use the drainage system as same shall be located on the Interchange Northwest Parcel or the Land or any replacement thereof, all as more particularly described in a certain Special Warranty Deed from SJH Partnership to JQH-LP recorded in Official Records Volume _____, Page _____ of the public records of St. Johns County, Florida.

EXHIBIT F

PERMITTED ENCUMBRANCES

1. Ad valorem taxes and assessments as allowed by law.

2. St. Johns County, Florida DRI Development Order approved under Resolution No. 91-130, as modified by Modification of St. Johns DRI Development Order under Resolution No. 91-183, as noticed under Notification of DRI/Development Order recorded in Official Records Volume 922, page 219, of the public records of St. Johns County, Florida.

3. St. Johns County Ordinance No. 91-36 granting Planned Unit Development Rezoning dated August 27, 1991.

4. Declaration of Covenants and Restrictions for Saint Johns - Northwest.

5. Declaration of Covenants and Restrictions for Saint Johns - Northwest Commercial.

6. Declaration of Covenants, Easements and Restrictions/World Golf Village.

7. Certificate Regarding Commence of Construction recorded in Official Records Volume 1052, page 6 of the public records of St. Johns County, Florida.

8. Terms and Provisions of Section 9.7 of the unrecorded Agreement for Purchase and Sale between SJH Partnership, Ltd. and Broudy Brothers, Inc., dated _____, 19_____.

9. Terms and provisions of the Appurtenant Easements.

10. Matters contemplated by Sections 5.13 and 5.14 of this Agreement, and the Deed.

11. [Rights, easements and restrictions contained in a certain Special Warranty Deed from SJH Partnership, Ltd. conveying the Land to JQH-LP.]

12. Any matter first appearing of record after the Escrow Closing Date but prior to the Final Closing Date which does not prohibit or interfere with the use of the Project for a public convention center and hotel facility.

EXHIBIT G-1

PORTION OF AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD 7
RELATING TO WIND LOADS

ASCE 7-93

American Society of Civil Engineers

Minimum Design Loads for Buildings and Other Structures

Revision of
ANSI/ASCE 7-88

Note: This revision of the ASCE 7-88 standard includes a major revision of Section 9, Earthquake Loads and corresponding revisions to Section 2, Combination of Loads. All other sections of the ASCE 7-88 standard are unchanged.

Published by the American Society of Civil Engineers
345 East 47th Street
New York, New York 10017-2398

ABSTRACT

ASCE standard, *Minimum Design Loads for Buildings and Other Structures*, (ASCE 7-93 a revision of ANSI/ASCE 7-88), gives requirements for dead, live, soil, wind, snow, rain, and earthquake loads, and their combinations, that are suitable for inclusion in building codes and other documents. The major revision of this standard involves the section on earthquake loads. This section has been greatly expanded to include the latest information in the field of earthquake engineering. Based on this information, criteria for the design and construction of buildings and similar structures subject to earthquake ground motions are presented. The basis of the requirement is described in the Commentary. The structural load requirements provided by this standard are intended for use by architects, structural engineers, and those engaged in preparing and administering local building codes.

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$$L_r = 20R_1R_2 \geq 12 \qquad \text{(Eq. 2)}$$

where L_r = roof load per square foot of horizontal projection, in pounds per square foot.

The reduction factors R_1 and R_2 shall be determined as follows:

$$R_1 = \begin{cases} 1 & \text{for } A_t \leq 200 \\ 1.2 - 0.001A_t & \text{for } 200 < A_t < 600 \\ 0.6 & \text{for } A_t \geq 600 \end{cases}$$

where A_t = tributary area in square feet for any structural member and

$$R_2 = \begin{cases} 1 & \text{for } F \leq 4 \\ 1.2 - 0.05F & \text{for } 4 < F < 12 \\ 0.6 & \text{for } F \geq 12 \end{cases}$$

where, for a pitched roof, F = number of inches of rise per foot and, for an arch or dome, F = rise-to-span ratio multiplied by 32.

4.11.2 Special-Purpose Roofs. Roofs used for promenade purposes shall be designed for a minimum live load of 60 lb/ft^2. Roofs used for roof gardens or assembly purposes shall be designed for a minimum live load of 100 lb/ft^2. Roofs used for other special purposes shall be designed for appropriate loads, as directed or approved by the authority having jurisdiction.

4.12 References

The following standards are referred to in this section:

1. American National Standard Practice for the Inspection of Elevators, Escalators, and Moving Walks (Inspectors' Manual), ANSI A17.2-1985.
2. American National Standard Safety Code for Elevators and Escalators, ANSI/ASME A17.1-1984.
3. American National Standard for Assembly Seating, Tents, and Air-Supported Structures, ANSI/NFPA 102-1986.

5. Soil and Hydrostatic Pressure

5.1 Pressure on Basement Walls

In the design of basement walls and similar approximately vertical structures below grade, provision shall be made for the lateral pressure of adjacent soil. Due allowance shall be made for possible surcharge from fixed or moving loads. When a portion or the whole of the adjacent soil is below a free-water surface, computations shall be based on the weight of the soil diminished by buoyancy, plus full hydrostatic pressure.

5.2 Uplift on Floors

In the design of basement floors and similar approximately horizontal construction below grade, the upward pressure of water, if any, shall be taken as the full hydrostatic pressure applied over the entire area. The hydrostatic head shall be measured from the underside of the construction. Any other upward loads shall be considered.

6. Wind Loads

6.1 General

Provisions for the determination of wind loads on buildings and other structures are described in the following subsections. These provisions apply to the calculation of wind loads for main wind-force resisting systems and for individual structural components and cladding of buildings and other structures. Specific guidelines are given for using wind-tunnel investigations to determine wind loading and structural response for buildings or structures having irregular geometric shapes, response characteristics, or site locations with shielding or channeling effects that warrant special consideration, or for cases in which more accurate wind loading is desired.

6.1.1 Wind Loads During Erection and Construction Phases. Adequate temporary bracing shall be provided to resist wind loading on structural components and structural assemblages during the erection and construction phases.

6.1.2 Overturning and Sliding. The overturning moment due to wind load shall not exceed two-thirds of the dead load stabilizing moment unless the building or structure is anchored so as to resist the excess moment. When the total resisting force due to friction is insufficient to prevent sliding, anchorage shall be provided to resist the excess sliding force.

6.2 Definitions

The following definitions apply only to the provisions of Section 6:

Basic wind speed, *V:* fastest-mile wind speed at 33 feet (10 meters) above the ground of terrain Exposure C (see 6.5.3.1) and associated with an annual probability of occurrence of 0.02.

Buildings: structures that enclose a space.

Components and cladding: structural elements that are either directly loaded by the wind or receive wind loads originating at relatively close locations and that transfer those loads to the main wind-force resisting system. Examples include curtain walls, exterior glass windows and panels, roof sheathing, purlins, girts, studs, and roof trusses.

Design Force, *F:* equivalent static force to be used in the determination of wind loads for unenclosed buildings and structures (called *other structures* herein). The force is assumed to act on the gross structure or components and cladding thereof in a direction parallel to the wind (not necessarily normal to the surface area) and shall be considered to vary with respect to height in accordance with the velocity pressure q_z evaluated at height z.

Design pressure, *p:* equivalent static pressure to be used in the determination of wind loads for *buildings*. The pressure shall be assumed to act in a direction normal to the surface considered and is denoted as:

p_z = pressure that varies with height in accordance with the velocity pressure q_z evaluated at height z, or

p_h = pressure that is uniform with respect to height as determined by the velocity pressure q_h evaluated at mean roof height h.

Flexible buildings and structures: slender *buildings* and *other structures* having a height exceeding five times the least horizontal dimension or a fundamental natural frequency less than 1 Hz. For those cases in which the horizontal dimensions vary with height, the least horizontal dimension at midheight shall be used.

Importance factor, *I:* a factor that accounts for the degree of hazard to human life and damage to property (see Commentary, 1.4).

Main wind-force resisting system: an assemblage of major structural elements assigned to provide support for secondary members and cladding. The system primarily receives wind loading from relatively remote locations. Examples include rigid and braced frames, space trusses, roof and floor diaphragms, shear walls, and rod-braced frames.

Other structures: unenclosed buildings and structures.

Tributary area, *A:* that portion of the surface area receiving wind loads assigned to be supported by the structural element considered. For a rectangular tributary area, the width of the area need not be less than one-third the length of the area.

6.3 Symbols and Notation

The following symbols and notation apply only to the provisions of Section 6:

A = tributary area, in square feet;
a = width of pressure coefficient zone, in feet;
A_f = area of other structures or components and cladding thereof projected on a plane normal to wind direction, in square feet;
B = horizontal dimension of buildings or other structures measured normal to wind direction, in feet;
C_D = force coefficient for horizontal component of wind force on tower guy;
C_f = force coefficient to be used in determination of wind loads for other structures;
C_L = force coefficient for lift component of wind force on tower guy;
C_p = external pressure coefficient to be used in determination of wind loads for buildings;
C_{pi} = internal pressure coefficient to be used in determination of wind loads for buildings;
D = diameter of a circular structure or member, in feet;
D' = depth of protruding elements (ribs or spoilers), in feet;
F = design wind force, in pounds;
f = fundamental frequency of vibration, in Hz;
G = gust response factor;
$\overline{G}$ = gust response factor for main wind-force resisting systems of flexible buildings and structures;
G_h = gust response factor for main wind-force resisting systems evaluated at height $z = h$;
G_z = gust response factor for components and cladding evaluated at height z above ground;

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GC_p = product of external pressure coefficient and gust response factor to be used in determination of wind loads for buildings;.

GC_{pi} = product of internal pressure coefficient and gust response factor to be used in determination of wind loads for buildings;

h = mean roof height of a building or height of other structure, except that eave height may be used for roof slope of less than 10 degrees, in feet;

I = importance factor;

K_z = velocity pressure exposure coefficient evaluated at height z;

L = horizontal dimension of a building or other structure measured parallel to wind direction, in feet;

M = larger dimension of sign, in feet;

N = smaller dimension of sign, in feet;

p = design pressure to be used in determination of wind loads for buildings, in pounds per square foot;

p_h = design pressure evaluated at height $z = h$, in pounds per square foot;

p_z = design pressure evaluated at height z above ground, in pounds per square foot;

q = velocity pressure, in pounds per square foot;

q_h = velocity pressure evaluated at height $z = h$, in pounds per square foot;

q_z = velocity pressure evaluated at height z above ground, in pounds per square foot;

r = rise-to-span ratio for arched roofs;

V = basic wind speed obtained from Fig. 1 and Table 7, in miles per hour;

X = distance to center of pressure from windward edge, in feet;

z = height above ground level, in feet;

ϵ = ratio of solid area to gross area for open sign, face of a trussed tower, or lattice structure;

θ = angle of plane of roof from horizontal, in degrees;

ν = height-to-width ratio for sign; and

ϕ = angle between wind direction and chord of tower guy, in degrees.

6.4 Calculation of Wind Loads

6.4.1 General. The design wind loads for buildings and other structures as a whole or for individual components and cladding thereof shall be determined using one of the following procedures: (1) analytical procedure in accordance with 6.4.2 or (2) wind-tunnel procedure in accordance with 6.4.3.

6.4.2 Analytical Procedure. Design wind pressures for buildings and design wind forces for other structures shall be determined in accordance with the appropriate equations given in Table 4 using the following procedure:

1. A velocity pressure q (q_z or q_h) is determined in accordance with the provisions of 6.5.
2. A gust response factor G is determined in accordance with the provisions of 6.6.
3. Appropriate pressure or force coefficients are selected from the provisions of 6.7.

The equations given in Table 4 are for determination of: (1) wind loading on main wind-force resisting systems, and (2) wind loading on individual components and cladding.

6.4.2.1 Minimum Design Wind Loading. The wind load used in the design of the main wind-force resisting system for buildings and other structures shall be not less than 10 lb/ft^2 multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.

In the calculation of design wind loads for components and cladding for buildings, the pressure difference between opposite faces shall be taken into consideration. The combined design pressure shall be not less than 10 lb/ft^2 acting in either direction normal to the surface.

The wind load used in the design of components and cladding for other structures shall be not less than 10 lb/ft^2 multiplied by the projected area A_f.

6.4.2.2 Limitations of Analytical Procedure. The provisions given under 6.4.2 apply to the majority of buildings and other structures, but the designer is cautioned that judgment is required for those buildings and structures having unusual geometric shapes, response characteristics, or site locations for which channeling effects or buffeting in the wake of upwind obstructions may warrant special consideration. For such situations, the designer should refer to recognized literature for documentation pertaining to wind-load effects or use the wind-tunnel procedure of 6.4.3.

6.4.2.2.1 Buildings. An example of a building with an unusual geometric shape for which the provisions of 6.4.2 may not be applicable is a dome.

6.4.2.2.2 Other Structures. Examples of other structures for which the provisions of 6.4.2 may not be applicable include bridges and cranes.

6.4.2.2.3 Flexible Buildings and Structures. The provisions of 6.4.2 take into consideration the load magnification effect caused by gusts in resonance with alongwind vibrations of the structure but do not include allowances for crosswind or torsional loading, vortex shedding, or instability due to galloping or flutter.

Table 4
Design Wind Pressures, p, and Forces, F

Design wind loading	Buildings		Other structures	Flexible Buildings and Structures (Height/Least Horizontal Dimension > 5 or f < 1 Hz)	
				Buildings	Other structures
Main wind-force resisting systems	$p = qG_hC_p - q_h(GC_{pi})$ [a] **		$F = q_zG_hC_fA_f$	$p = q\overline{G}C_p$ [a]	$F = q_z\overline{G}C_fA_f$
	q: q_z for windward wall evaluated at height z above ground		q_z: evaluated at height z above ground	q: q_z for windward wall evaluated at height z above ground	q_z: evaluated at height z above ground
	q_h for leeward wall, side walls, and roof evaluated at mean roof height		G_h: given in Table 8	q_h for leeward wall evaluated at mean roof height	$\overline{G}$: obtained by rational analysis
	G_h: given in Table 8		C_f: given in Tables 11-16	$\overline{G}$: obtained by rational analysis	C_f: given in Tables 11-16
	C_p: given in Fig. 2 (Table 10 for arched roofs)		A_f: projected area normal to wind†	C_p: given in Fig. 2	A_f: projected area normal to wind†
	GC_{pi}: given in Table 9				
	$h \le 60$ ft	$h > 60$ ft			
Components and cladding‡	$p = q_h[(GC_p) - (GC_{pi})]$**	$p = q[(GC_p) - (GC_{pi})]$**	$F = q_zG_zC_fA_f$	$p = q[(GC_p) - (GC_{pi})]$**	$F = q_zG_zC_fA_f$
	q_h: evaluated at mean roof height using Exposure C (see 6.5.3) for all terrains	q: q_z for positive pressure evaluated at height z above ground	q_z: evaluated at height z above ground	q: q_z for positive pressure evaluated at height z above ground	q_z: evaluated at height z above ground
	GC_p: given in Figs. 3a and 3b	q_h for negative pressure evaluated at mean roof height	G_z: given in Table 8	q_h for negative pressure evaluated at mean roof height	G_z: given in Table 8
	GC_{pi}: given in Table 9	GC_p: Given in Fig. 4§	C_f: given in Tables 11-16	GC_p: Given in Fig. 4	C_f: given in Tables 11-16
		GC_{pi}: Given in Table 9	A_f: projected area normal to wind†	GC_{pi}: Given in Table 9	A_f: projected area normal to wind†

**Positive pressure acts toward surface and negative pressure acts away from surface; values of external and internal pressures shall be combined algebraically to ascertain most critical load.

[a]Pressure shall be applied simultaneously on windward and leeward walls and on roof surfaces as shown in Fig. 2.

†A_f is the projected area normal to the wind except where C_f is given for the surface area.

‡Major structural components supporting tributary areas greater than 700 ft^2 in extent may be designed using the provisions for main wind-force resisting systems.

§In the design of components and cladding for buildings having a mean roof height h, 60 ft < h < 90 ft, GC_p values of Fig. 3 may be used provided q is taken as q_h and Exposure C (see 6.5.3) is used for all terrains.

NOTE: Pressures are in pounds per square foot; forces are in pounds.

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6.4.3 Wind-Tunnel Procedure. Properly conducted wind-tunnel tests or similar tests employing fluids other than air may be used for the determination of design wind loads in lieu of the provisions of 6.4.2. This procedure is recommended for those buildings or structures having unusual geometric shapes, response characteristics, or site locations for which channeling effects or buffeting in the wake of upwind obstructions warrant special consideration, and for which no reliable documentation pertaining to wind effects is available in the literature. The procedure is also recommended for those buildings or structures for which more accurate wind-loading information is desired.

Tests for the determination of mean and fluctuating forces and pressures shall be considered to be properly conducted only if: (1) the natural wind has been modeled to account for the variation of wind speed with height; (2) the natural wind has been modeled to account for the intensity of the longitudinal component of turbulence; (3) the geometric scale of the structural model is not more than three times the geometric scale of the longitudinal component of turbulence; (4) the response characteristics of the wind-tunnel instrumentation are consistent with the measurements to be made; and (5) due regard is given to the dependence of forces and pressures on the Reynolds number.

Tests for the purpose of determining the dynamic response of a structure shall be considered to be properly conducted only if requirements (1) through (5) are satisfied and the structural model is scaled with due regard to length, mass distribution, stiffness, and damping.

6.5 Velocity Pressure

6.5.1 Procedure for Calculating Velocity Pressure. The velocity pressure q_z at height z shall be calculated from the formula:

$$q_z = 0.00256 K_z I V^2 \qquad \text{(Eq.3)}$$

where the basic wind speed V is selected in accordance with the provisions of 6.5.2, the importance factor I is set forth in Table 5, and the velocity pressure exposure coefficient K_z is given in Table 6 in accordance with the provisions of 6.5.3. The numerical coefficient 0.00256 shall be used except where sufficient climatic data are available to justify the selection of a different value of this factor for a specific design application.

6.5.2 Selection of Basic Wind Speed. The basic wind speed V used in the determination of design wind loads on buildings and other structures shall be as given in Fig. 1 for the contiguous United States and Alaska and in Table 7 for Hawaii and Puerto Rico except as provided in 6.5.2.1 and 6.5.2.2. The basic wind speed used shall be at least 70 mph.

6.5.2.1 Special Wind Regions. Special consideration shall be given to those regions for which records or experience indicates that the wind speeds are higher than those reflected in Fig. 1 and Table 7. Some special regions are indicated in Fig. 1; however, all mountainous terrain, gorges, and ocean promontories shall be examined for unusual wind conditions and the authority having jurisdiction shall, if necessary, adjust the values given in Fig. 1 and Table 7 to account for higher local winds. Where necessary, such adjustment shall be based on meteorological advice and an estimate of the basic wind

Table 5
Importance Factor, I (Wind Loads)

	I	
Category*	100 miles from hurricane oceanline and in other areas	At hurricane oceanline
I	1.00	1.05
II	1.07	1.11
III	1.07	1.11
IV	0.95	1.00

*See 1.4 and Table 1.

NOTES:
(1) The building and structure classification categories are listed in Table 1.
(2) For regions between the hurricane oceanline and 100 miles inland the importance factor I shall be determined by linear interpolation.
(3) Hurricane oceanlines are the Atlantic and Gulf of Mexico coastal areas.

Table 6
Velocity Pressure Exposure Coefficient, K_z

Height above ground level, z (feet)	K_z			
	Exposure A	Exposure B	Exposure C	Exposure D
0 – 15	0.12	0.37	0.80	1.20
20	0.15	0.42	0.87	1.27
25	0.17	0.46	0.93	1.32
30	0.19	0.50	0.98	1.37
40	0.23	0.57	1.06	1.46
50	0.27	0.63	1.13	1.52
60	0.30	0.68	1.19	1.58
70	0.33	0.73	1.24	1.63
80	0.37	0.77	1.29	1.67
90	0.40	0.82	1.34	1.71
100	0.42	0.86	1.38	1.75
120	0.48	0.93	1.45	1.81
140	0.53	0.99	1.52	1.87
160	0.58	1.05	1.58	1.92
180	0.63	1.11	1.63	1.97
200	0.67	1.16	1.68	2.01
250	0.78	1.28	1.79	2.10
300	0.88	1.39	1.88	2.18
350	0.98	1.49	1.97	2.25
400	1.07	1.58	2.05	2.31
450	1.16	1.67	2.12	2.36
500	1.24	1.75	2.18	2.41

NOTES:
(1) Linear interpolation for intermediate values of height z is acceptable.
(2) For values of height z greater than 500 feet, K_z may be calculated from Eq. C3 in the Commentary.
(3) Exposure categories are defined in 6.5.3.

Table 7
Basic Wind Speed, V

Location	V (mph)
Hawaii	80
Puerto Rico	95

NOTE: The unique topographical features common to the islands of Hawaii and Puerto Rico suggest that it may be advisable to adjust the values given in Table 7 to account for locally higher winds for structures sited near mountainous terrain, gorges, and ocean promontories.

speed obtained in accordance with the provisions of 6.5.2.2.

6.5.2.2 Estimation of Basic Wind Speeds from Climatic Data. Regional climatic data may be used in lieu of the basic wind speeds given in Fig. 1 and Table 7 provided: (1) acceptable extreme-value statistical-analysis procedures have been employed in reducing the data; (2) due regard is given to the length of record, averaging time, anemometer height, data quality, and terrain exposure; and (3) the basic wind speed used is not less than 70 mph.

6.5.2.3 Limitation. Tornadoes have not been considered in developing the basic wind-speed distributions. For those structures or buildings that must be designed to resist tornadic winds the designer is referred to the references in the Commentary (see C6.5.2.3) on tornado-resistant design.

6.5.3 Exposure Categories.

6.5.3.1 General. An exposure category that adequately reflects the characteristics of ground surface irregularities shall be determined for the site at which the building or structure is to be constructed.

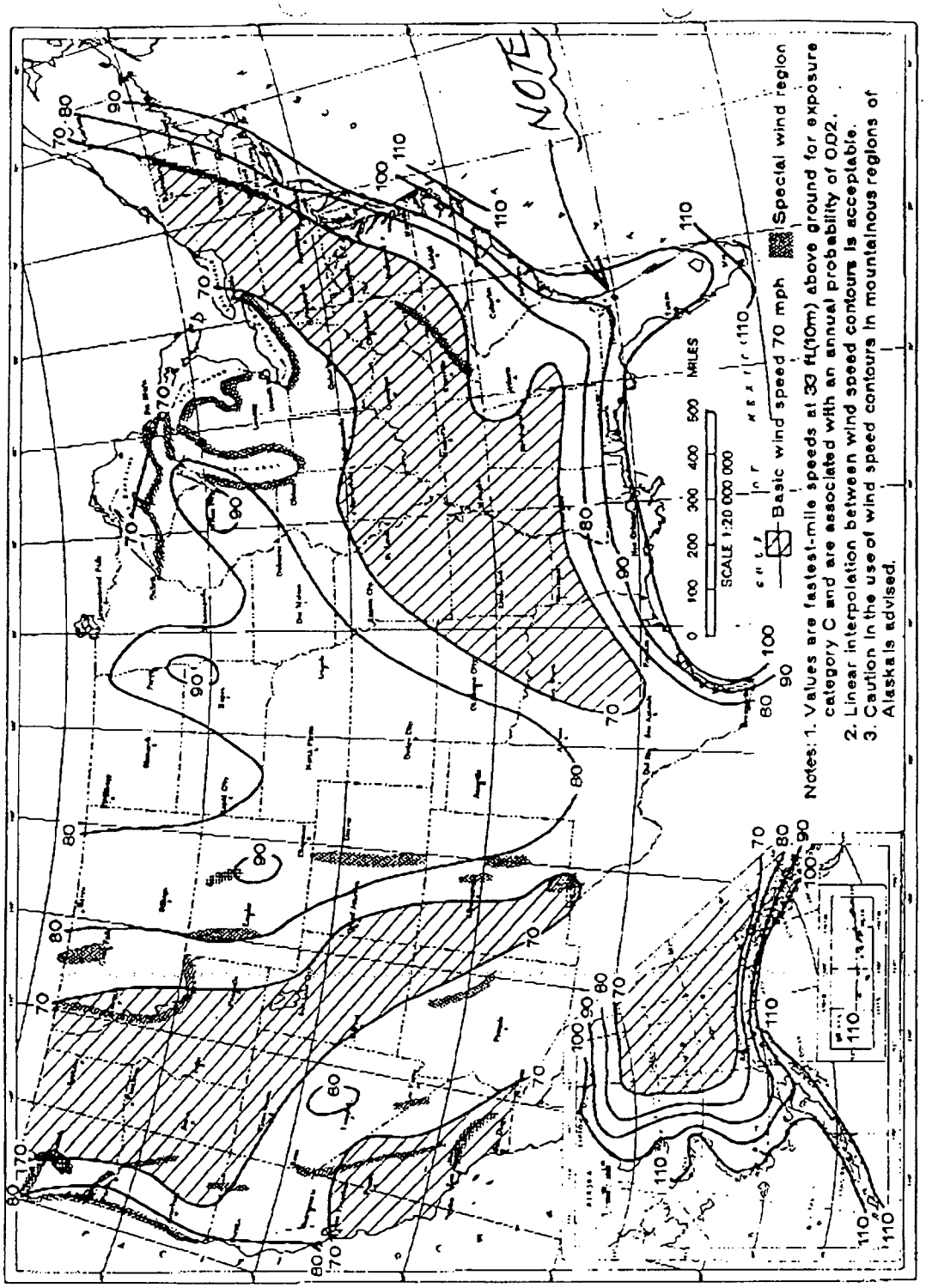


Fig. 1. Basic Wind Speed (mph)

Account shall be taken of large variations in ground surface roughness that arise from natural topography and vegetation as well as from constructed features. The exposure in which a specific building or structure is sited shall be assessed as being one of the following categories:

1. *Exposure A.* Large city centers with at least 50% of the buildings having a height in excess of 70 feet. Use of this exposure category shall be limited to those areas for which terrain representative of Exposure A prevails in the upwind direction for a distance of at least one-half mile or 10 times the height of the building or structure, whichever is greater. Possible channeling effects or increased velocity pressures due to the building or structure being located in the wake of adjacent buildings shall be taken into account.

2. *Exposure B.* Urban and suburban areas, wooded areas, or other terrain with numerous closely spaced obstructions having the size of single-family dwellings or larger. Use of this exposure category shall be limited to those areas for which terrain representative of Exposure B prevails in the upwind direction for a distance of at least 1500 feet or 10 times the height of the building or structure, whichever is greater.

3. *Exposure C.* Open terrain with scattered obstructions having heights generally less than 30 feet. This category includes flat open country and grasslands.

4. *Exposure D.* Flat, unobstructed areas exposed to wind flowing over large bodies of water. This exposure shall apply only to those buildings and other structures exposed to the wind coming from over the water. Exposure D extends inland from the shoreline a distance of 1500 feet or 10 times the height of the building or structure, whichever is greater.

6.5.3.2 Exposure Category for Design of Main Wind-Force Resisting Systems. Wind loads for the design of the main wind-force resisting system in buildings and other structures shall be based on the exposure categories defined in 6.5.3.1.

6.5.3.3 Exposure Category for Design of Components and Cladding. 6.5.3.3.1 Buildings with Height h Less than or Equal to 60 Feet. Components and cladding for buildings with a mean roof height of 60 feet or less shall be designed on the basis of Exposure C.

6.5.3.3.2 Buildings with Height h Greater than 60 Feet and Other Structures. Components and cladding for buildings with a mean roof height in excess of 60 feet and for other structures shall be designed on the basis of the exposure categories defined in 6.5.3.1, except that Exposure B shall be assumed for buildings and other structures sited in terrain representative of Exposure A.

6.5.4 Shielding. Reductions in velocity pressures due to apparent direct shielding afforded by buildings and structures or terrain features shall not be permitted.

6.6 Gust Response Factors

Gust response factors are employed to account for the fluctuating nature of wind and its interaction with buildings and other structures. In certain cases gust response factors are combined with pressure coefficients to yield values of GC_p and GC_{pi}; in these cases gust response factors shall not be determined separately.

For main wind-force resisting systems the value of the gust response factor G_h shall be determined from Table 8 evaluated at the building or structure height h. For components and cladding the value of the gust response factor G_z shall be determined from Table 8 evaluated at the height above ground z at which the component or cladding under consideration is located on the structure.

Gust response factors $\bar{G}$ for main wind-force resisting systems of flexible buildings and structures shall be calculated by a rational analysis that incorporates the dynamic properties of the main wind-force resisting system.

NOTE: One such procedure for determining $\bar{G}$ is described in the Commentary (see 6.6.1).

6.7 Pressure and Force Coefficients

6.7.1 General. Pressure and force coefficients for buildings and structures and their components and cladding are given in Figs. 2, 3, and 4 and Tables 9 through 16. The values of the coefficients for buildings in Figs. 3 and 4 and Table 9 include the gust response factors; in these cases the pressure coefficient values and gust response factors shall not be separated.

6.7.2 Roof Overhangs.

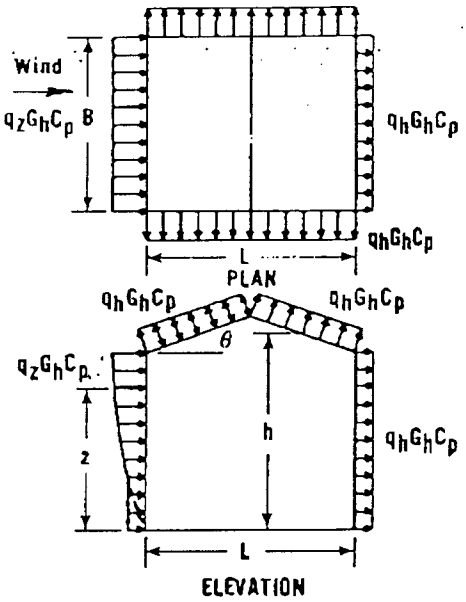
6.7.2.1 Main Wind-Force Resisting System. A positive pressure on the bottom surface of roof overhangs corresponding to $C_p = 0.8$ shall be applied in combination with pressures indicated in Fig. 2.

6.7.2.2 Components and Cladding. Roof overhangs shall be designed for pressures given in Figs. 3 and 4.

Table 8
Gust Response Factors, G_h and G_z

Height above ground level, z (feet)	G_h and G_z			
	Exposure A	Exposure B	Exposure C	Exposure D
0 – 15	2.36	1.65	1.32	1.15
20	2.20	1.59	1.29	1.14
25	2.09	1.54	1.27	1.13
30	2.01	1.51	1.25	1.12
40	1.88	1.46	1.23	1.11
50	1.79	1.42	1.21	1.10
60	1.73	1.39	1.20	1.09
70	1.67	1.36	1.19	1.08
80	1.63	1.34	1.18	1.08
90	1.59	1.32	1.17	1.07
100	1.56	1.31	1.16	1.07
120	1.50	1.28	1.15	1.06
140	1.46	1.26	1.14	1.05
160	1.43	1.24	1.13	1.05
180	1.40	1.23	1.12	1.04
200	1.37	1.21	1.11	1.04
250	1.32	1.19	1.10	1.03
300	1.28	1.16	1.09	1.02
350	1.25	1.15	1.08	1.02
400	1.22	1.13	1.07	1.01
450	1.20	1.12	1.06	1.01
500	1.18	1.11	1.06	1.00

NOTES:
(1) For main wind-force resisting systems, use building or structure height $h = z$.
(2) Linear interpolation is acceptable for intermediate values of z.
(3) For height above ground of more than 500 feet, Eq. C5 of the Commentary may be used.
(4) Value of gust response factor shall be not less than 1.0.



Wall Pressure Coefficients, C_p

Surface	L/B	C_p	For use with
Windward wall	All values	0.8	q_z
Leeward wall	0-1	−0.5	q_h
	2	−0.3	
	≥4	−0.2	
Side walls	All values	−0.7	q_h

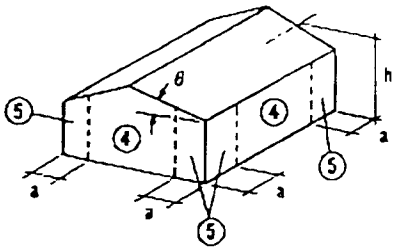
Roof Pressure Coefficients, C_p, for Use with q_h

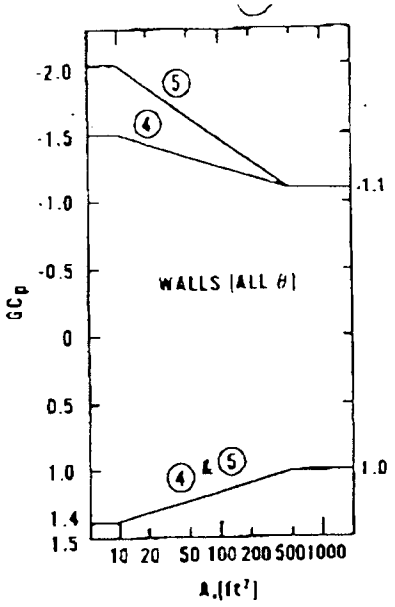
Wind direction	h/L	Windward: Angle, θ (degrees) 0	10-15	20	30	40	50	≥ 60	Leeward
Normal to ridge	≤0.3	−0.7	0.2*	0.2	0.3	0.4	0.5	0.01θ	−0.7 for all values of h/L and θ
			−0.9*						
	0.5	−0.7	−0.9	−0.75	−0.2	0.3	0.5	0.01θ	
	1.0	−0.7	−0.9	−0.75	−0.2	0.3	0.5	0.01θ	
	≥1.5	−0.7	−0.9	−0.9	−0.9	−0.35	0.2	0.01θ	
Parallel to ridge	h/B or h/L ≤ 2.5				−0.7				−0.7
	h/B or h/L > 2.5				−0.8				−0.8

*Both values of C_p shall be used in assessing load effects.

NOTES:
(1) Refer to Table 10 for arched roofs.
(2) For flexible buildings and structures, use appropriate $\bar{G}$ as determined by rational analysis.
(3) Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
(4) Linear interpolation may be used for values of θ, h/L, and L/B ratios other than shown.
(5) Notation:
- z: Height above ground, in feet
- h: Mean roof height, in feet, except that eave height may be used for θ < 10 degrees
- q_h, q_z: Velocity pressure, in pounds-force per square foot, evaluated at respective height
- G: Gust response factor
- B: Horizontal dimension of building, in feet, measured normal to wind direction
- L: Horizontal dimension of building, in feet, measured parallel to wind direction
- θ: Roof slope from horizontal, in degrees

Fig. 2. External Pressure Coefficients, C_p, for Average Loads on Main Wind-Force Resisting Systems

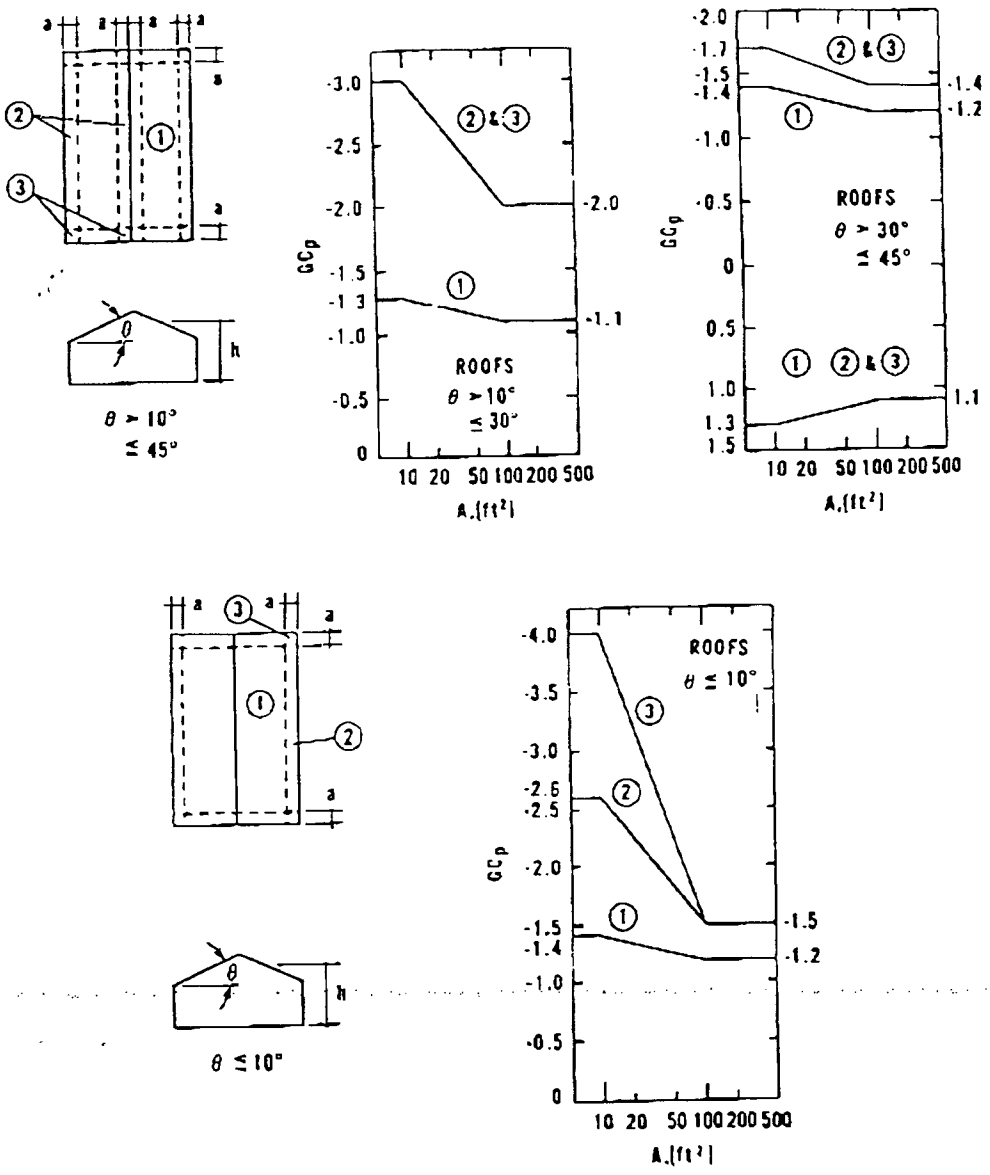




Walls
(a)

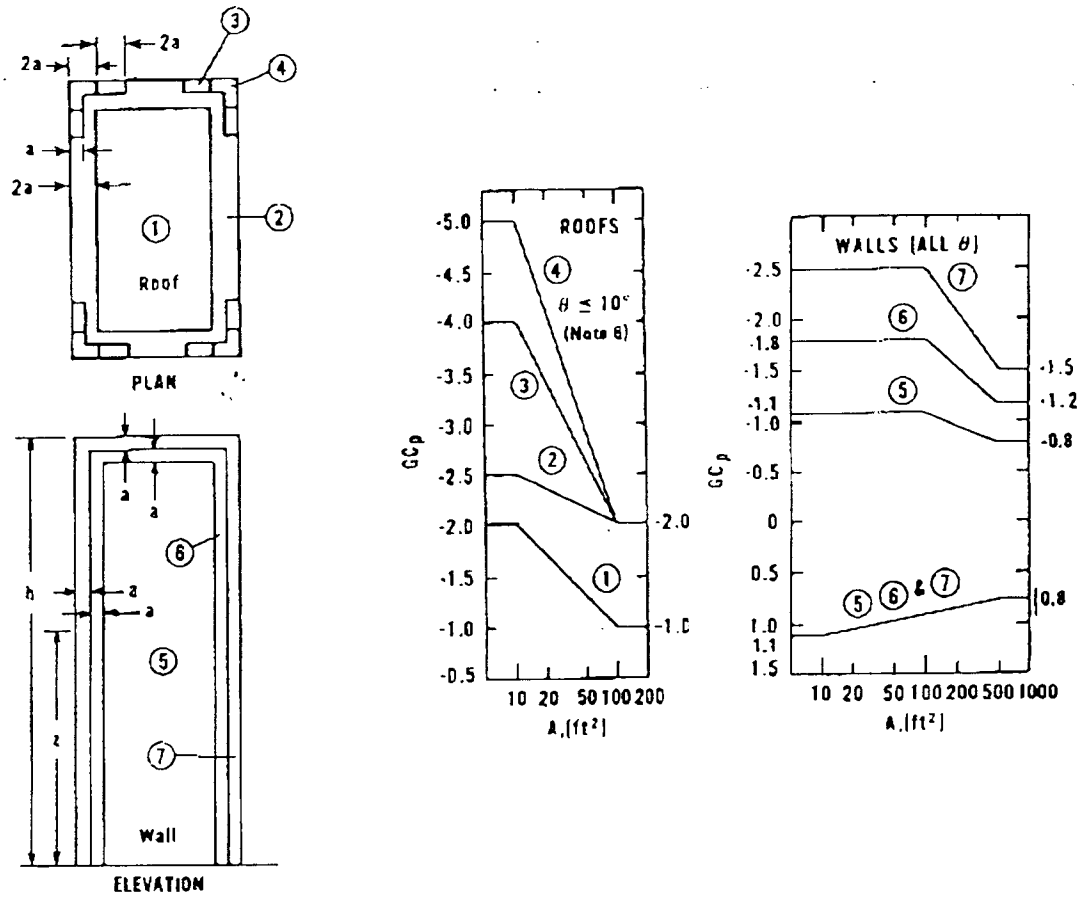
NOTES:
(1) The vertical scale denotes GC_p to be used with q_h based on Exposure C.
(2) The horizontal scale denotes the tributary area A, in square feet.
(3) External pressure coefficients for walls may be reduced by 10% when $\theta \leq 10$ degrees.
(4) If a parapet equal to or higher than 3 ft is provided around the perimeter of roof with $\theta \leq 10$ degrees, zone 3 may be treated as zone 2.
(5) Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
(6) Each component shall be designed for maximum positive and negative pressures.
(7) Notation: a: 10% of minimum width or 0.4h, whichever is smaller, but not less than either 4% of minimum width or 3 feet; h: mean roof height, in feet, except that eave height may be used when $\theta \leq 10$ degrees; and θ: roof slope from horizontal, in degrees.

Fig. 3. External Pressure Coefficients, GC_p, for Loads on Building Components and Cladding for Buildings with Mean Roof Height h Less than or Equal to 60 Feet



Roofs
(b)

Fig. 3.–*Continued*



NOTES:
(1) Vertical scale denotes GC_p to be used with appropriate q_z or q_h.
(2) Horizontal scale denotes tributary area A, in square feet.
(3) Use q_h with negative values of GC_p and q_z with positive values of GC_p.
(4) Each component shall be designed for maximum positive and negative pressures.
(5) If a parapet equal to or higher than 3 ft is provided around the roof perimeter, Zones 3 and 4 may be treated as Zone 2.
(6) For roofs with slope of more than 10 degrees, use GC_p from Fig. 3b and attendant q_z based on Exposure C.
(7) Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
(8) Notation: a: 5% of minimum width or $0.5h$, whichever is smaller; h: mean roof height, in feet; and z: height above ground, in feet.

Fig. 4. External Pressure Coefficients, GC_p, for Loads on Building Components and Cladding for Buildings with Mean Roof Height h Greater than 60 Feet

Table 9
Internal Pressure Coefficients for Buildings, GC_{pi}

	Condition	GC_{pi}
Condition I	All conditions except as noted under condition II.	+0.25 −0.25
Condition II	Buildings in which both of the following are met: 1. Percentage of openings in one wall exceeds the sum of the percentages of openings in the remaining walls and roof surfaces by 5% or more, and 2. Percentage of openings in any one of the remaining walls or roof do not exceed 20%.	+0.75 −0.25

NOTES:
(1) Values are to be used with q_z or q_h as specified in Table 4.
(2) Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
(3) To ascertain the critical load requirements for the appropriate condition, two cases shall be considered: a positive value of GC_{pi} applied simultaneously to all surfaces, and a negative value of GC_{pi} applied to all surfaces
(4) Percentage of openings in a wall or roof surface is given by ratio of area of openings to gross area for the wall or roof surface considered.

Table 10
External Pressure Coefficients for Arched Roofs, C_p

		C_p		
Condition	Rise-to-span ratio, r	Windward quarter	Center half	Leeward quarter
Roof on elevated structure	$0 < r < 0.2$	−0.9	$-0.7 - r$	−0.5
	$0.2 \leq r < 0.3$*	$1.5r - 0.3$	$-0.7 - r$	−0.5
	$0.3 \leq r \leq 0.6$	$2.75r - 0.7$	$-0.7 - r$	−0.5
Roof springing from ground level	$0 < r \leq 0.6$	$1.4r$	$-0.7 - r$	−0.5

*When the rise-to-span ratio is $0.2 < r < 0.3$, alternate coefficients given by $6r - 2.1$ shall also be used for the windward quarter.

NOTES:
(1) Values listed are for the determination of average loads on main windforce resisting system.
(2) Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
(3) For components and cladding; (a) at roof perimeter, use the external pressure coefficients in Fig. 3b with θ based on spring-line slope and q_h based on Exposure C (b) and for remaining roof areas, use external pressure coefficients of this table multiplied by 1.2 and q_h based on Exposure C.

Table 11
Force Coefficients for Monoslope Roofs over Unenclosed Buildings and Other Structures, C_f

θ (degrees)	C_f for L/B Values of: 5	3	2	1	1/2	1/3	1/5
10	0.2	0.25	0.3	0.45	0.55	0.7	0.75
15	0.35	0.45	0.5	0.7	0.85	0.9	0.85
20	0.5	0.6	0.75	0.9	1.0	0.95	0.9
25	0.7	0.8	0.95	1.15	1.1	1.05	0.95
30	0.9	1.0	1.2	1.3	1.2	1.1	1.0

θ (degrees)	Location of Center of Pressure, X/L, for L/B Values of: 2 to 5	1	1/5 to 1/2
10 to 20	0.35	0.3	0.3
25	0.35	0.35	0.4
30	0.35	0.4	0.45

NOTES:
(1) Wind forces act normal to the surface and shall be directed inward or outward.
(2) Wind shall be assumed to deviate by ± 10 degrees from horizontal.
(3) Notation:
B: dimension of roof measured normal to wind direction, in feet;
L: dimension of roof measured parallel to wind direction, in feet;
X: distance to center of pressure from windward edge of roof, in feet;
θ: angle of plane of roof from horizontal, in degrees.

Table 12
Force Coefficients for Chimneys, Tanks, and Similar Structures, C_f

Shape	Type of surface	C_f for h/D Values of: 1	7	25
Square (wind normal to a face)	All	1.3	1.4	2.0
Square (wind along diagonal)	All	1.0	1.1	1.5
Hexagonal or octagonal ($D\sqrt{q_z} > 2.5$)	All	1.0	1.2	1.4
Round ($D\sqrt{q_z} > 2.5$)	Moderately smooth	0.5	0.6	0.7
	Rough ($D'/D \approx 0.02$)	0.7	0.8	0.9
	Very rough ($D'/D \approx 0.08$)	0.8	1.0	1.2
Round ($D\sqrt{q_z} \leq 2.5$)	All	0.7	0.8	1.2

NOTES:
(1) The design wind force shall be calculated based on the area of the structure project on a plane normal to the wind direction. The force shall be assumed to act parallel to the wind direction.
(2) Linear interpolation may be used for h/D values other than shown.
(3) Notation:
D: diameter or least horizontal dimension, in feet;
D': depth of protruding elements such as ribs and spoilers, in feet; and
h: height of structure, in feet.

Table 13
Force Coefficients for Solid Signs, C_f

At Ground Level		Above Ground Level	
ν	C_f	M/N	C_f
≤3	1.2	≤6	1.2
5	1.3	10	1.3
8	1.4	16	1.4
10	1.5	20	1.5
20	1.75	40	1.75
30	1.85	60	1.85
>40	2.0	>80	2.0

NOTES:
(1) Signs with openings comprising less than 30% of the gross area shall be considered as solid signs.
(2) Signs for which the distance from the ground to the bottom edge is less than 0.25 times the vertical dimension shall be considered to be at ground level.
(3) To allow for both normal and oblique wind directions, two cases shall be considered:
(a) resultant force acts normal to sign at geometric center and
(b) resultant force acts normal to sign at level of geometric center and at a distance from windward edge of 0.3 times the horizontal dimension.
(4) Notation:
ν: ratio of height to width;
M: larger dimension of sign, in feet; and
N: smaller dimension of sign, in feet.

Table 14
Force Coefficients for
Open Signs and Lattice Frameworks, C_f

	C_f		
		Rounded Members	
ϵ	Flat-Sided Members	$D\sqrt{q_z} < 2.5$	$D\sqrt{q_z} > 2.5$
< 0.1	2.0	1.2	0.8
0.1 to 0.29	1.8	1.3	0.9
0.3 to 0.7	1.6	1.5	1.1

NOTES:
(1) Signs with openings comprising 30% or more of the gross area are classified as open signs.
(2) The calculation of the design wind forces shall be based on the area of all exposed members and elements projected on a plane normal to the wind direction. Forces shall be assumed to act parallel to the wind direction.
(3) The area A_f consistent with these force coefficients is the solid area projected normal to the wind direction.
(4) Notation:
ϵ: ratio of solid area to gross area and
D: diameter of a typical round member, in feet.

Table 15
Force Coefficients for Trussed Towers, C_f

	C_f	
ϵ	Square towers	Triangular towers
< 0.025	4.0	3.6
0.025 to 0.44	$4.1 - 5.2\epsilon$	$3.7 - 4.5\epsilon$
0.45 to 0.69	1.8	1.7
0.7 to 1.0	$1.3 + 0.7\epsilon$	$1.0 + \epsilon$

NOTES: The area A_f consistent with these force coefficients is the solid area of the front face projected normal to the wind direction.
(1) Force coefficients are given for towers with structural angles or similar flat-sided members.
(2) For towers with rounded members, the design wind force shall be determined using the values in the table multiplied by the following factors:

$\epsilon \leq 0.29$, factor = 0.67
$0.3 \leq \epsilon \leq 0.79$, factor = $0.67\epsilon + 0.47$
$0.8 \leq \epsilon \leq 1.0$, factor = 1.0

(3) For triangular section towers, the design wind forces shall be assumed to act normal to a tower face.
(4) For square section towers, the design wind forces shall be assumed to act normal to a tower face. To allow for the maximum horizontal wind load, which occurs when the wind is oblique to the faces, the wind load acting normal to a tower face shall be multiplied by the factor $1.0 + 0.75\epsilon$ for $\epsilon < 0.5$ and shall be assumed to act along a diagonal.
(5) Wind forces on tower appurtenances, such as ladders, conduits, lights, elevators, and the like, shall be calculated using appropriate force coefficients for these elements.
(6) For guyed towers, the cantilever portion of the tower shall be designed for 125% of the design force.
(7) A reduction of 25% of the design force in any span between guys shall be made for determination of controlling moments and shears.
(8) Notation:
ϵ: ratio of solid area to gross area of tower face, and
D: typical member diameter, in feet.

Table 16
Force Coefficients for Tower Guys, C_D and C_L

ϕ (degrees)	C_D	C_L
10	0.05	0.05
20	0.1	0.15
30	0.2	0.3
40	0.35	0.35
50	0.6	0.45
60	0.8	0.45
70	1.05	0.35
80	1.15	0.2
90	1.2	0

NOTES:
(1) The force coefficients shall be used in conjunction with exposed area of the tower guy in square feet, calculated as chord length multiplied by guy diameter.
(2) Notation:
C_D: force coefficient for the component of force acting in direction of the wind;
C_L: force coefficient for the component of force acting normal to direction of the wind and in the plane containing the angle ϕ;
ϕ: angle between wind direction and chord of the guy, in degrees.

Fair ac Wind

EXHIBIT G-2

SBCCI TEST STANDARD 12-94 FOR DETERMINING IMPACT RESISTANCE FROM WINDBORNE DEBRIS

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SBCCI TEST STANDARD FOR DETERMINING IMPACT RESISTANCE FROM WINDBORNE DEBRIS

SSTD 12-94



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CHAPTER 1
ADMINISTRATION

101 PURPOSE AND OBJECTIVES

101.1 Purpose

The purpose of this Standard is to promote the public health, safety and general welfare and to minimize public and private losses due to wind and windborne debris damage to glazed openings and impact protective systems.

101.2 Objectives

The objective of this standard is to evaluate the performance of glazed opening systems or their protective systems that are subject to impacts from windborne debris in high wind events by establishing test procedures and acceptance criteria for such systems.

102 LABEL

102.1 Quality of Label

A permanent label shall be applied to glazed window assemblies and factory built impact protective assemblies in such a manner that the label remains legible and visible after installation.

EXCEPTIONS:

1. Manufactured assemblies where a certificate of compliance is provided.
2. Glazed wall assemblies that are assembled or glazed at the project site where a certificate of compliance is provided in accordance with the following:
   a. Where each component of the assembly used at the project site has a certificate of compliance verifying that each is as specified in the test specimen report, and
   b. Where a certificate of compliance is provided by the installer indicating that the components have been installed in accordance with the requirements of the assembly as specified in the test specimen report.

102.2 Content of Label

The label shall contain the manufacturer's identification, designation "SSTD 12-94," indicate whether the assembly was tested for the large and/or small missile impact test, and the maximum positive [P_{max} +] and maximum negative [P_{max} -] wind pressure, or the lower absolute value. The wind pressure shall be expressed in pounds per square foot (psf).

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103 QUALITY ASSURANCE

103.1 When the product is labeled with the designation "SSTD 12-94," the manufacturer affirms that samples of the product were tested in accordance with this standard by an approved laboratory and have been found to meet the requirements of this standard.

103.2 The test report shall be issued by an approved independent testing agency.

CHAPTER 2
DEFINITIONS

201 GENERAL

The definitions used in this standard shall be the same as those used in th Standard Building Code.

202 DEFINITIONS

POROSITY, IMPACT PROTECTIVE SYSTEM—the sum of the porosit attributed to openings in the surface area of the impact protective system (α_1 and the porosity attributed to any open areas between the impact protectiv system and the surface of the structure to which it is attached (α_2). Th porosities are calculated by dividing the areas of the openings by the tota surface area of the impact protective system. The value of α_2 used for purpose of calculating α shall not exceed 0.30.

$$\alpha = \alpha_1 + \alpha_2 \text{ where } \alpha_2 \leq 0.30$$

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CHAPTER 3
TEST PROCEDURES

301 TEST SPECIMEN REQUIREMENTS

301.1 A test shall consist of three identical specimens, at least two of which shall pass the criteria of this standard.

301.2 Test Specimens

All parts of the test specimen, including glazing and structural framing, shall be full size, using the same materials, glass type, details, and methods of construction and fastening as proposed for actual use. The specimen shall consist of the entire assembled unit and shall contain all devices used to resist wind and windborne debris.

301.2.1 Additions to the tested product such as insect screens or security devices and those furnished for energy conservation, decoration, or reflectivity shall not require a separate test.

301.2.2 Test specimens for glazed wall assemblies shall be one panel between mullions of the largest lite size (width and height) with the thinnest glazing of the type and construction for which conformance is desired.

301.3 Substitution Criteria

The following substitution criteria for a tested assembly shall be permitted either individually or in combination.

301.3.1 Successful tests shall qualify assemblies with thicker glazing of the same type and utilizing the same methods of fabrication, provided the anchorage of the lite is unchanged and no individual component of the glazing is reduced in thickness.

301.3.2 Successful tests shall qualify smaller sizes of sash, panel or lite (width and height) with glazing at least as thick, of the same type and utilizing the same methods of fabrication, provided the anchorage of the lite is unchanged and no individual component of the glazing is reduced in thickness.

301.3.3 Specimens tested with single glazing shall qualify assemblies with insulating glass provided at least one lite of the insulating glass is at least as thick and of the same type and construction and the anchorage of the lite is unchanged.

301.3.4 Specimens successfully tested shall qualify assemblies that are tinted heat-absorbing, reflective (except for reflective coatings applied to interna surfaces of laminated glass), or otherwise aesthetically modified provided the glazing is at least as thick and of the same type and construction and the anchorage of the lite is unchanged.

301.3.5 Manufactured assemblies successfully tested can be combined provided the structural supports and connections between assemblies have been designed for the wind loads.

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302 LARGE MISSILE IMPACT TEST

302.1 The large missile shall be comprised of an 8'-6" (±3") section of American Lumber Standard Committee accredited agency grade marked 2x4 lumber with no knots within 12 inches of the impact end having a spherical surface with a 48 inch radius on the impact end. The combined weight of the missile and sabot shall be 9 lbs. (±1/4 lb.).

302.2 The large missile shall impact normal to the surface and "end on" of each test specimen at a speed between 50 and 52 ft/s.

302.3 The test shall be conducted in accordance with 302.3.1 or 302.3.2.

302.3.1 Each test specimen shall receive two impacts, except as noted in 302.3.1.1: the first within a 5 inch radius circle having its center on the midpoint of the test specimen and the second within a 5 inch radius circle in a corner having its center in a location 6 inches away from any supporting members. For hung windows, sliding windows, sliding doors, doors with glazing, and similar test specimens containing multiple panels, the innermost panel shall be impacted at its center and at an upper corner of the same panel closest to the midspan of the test specimen. For hinged or swinging windows, or doors with glazing, the panel closest to the midspan of the test specimen shall be impacted at its center and at a corner of that same panel furthest from the lock and hinge hardware.

302.3.1.1 Where a sash, panel or lite is sufficiently small such that the 5 inch radius circles at the center and corner overlap, two separate sash, panels or lites shall be impacted; one at the center and one at the corner. Where only one such sash, panel or lite is contained within the test specimen, only the center of the panel shall be impacted.

302.3.1.2 For window and skylight test specimens comprised of different types of glazing, the thinnest and largest glazing shall be impacted in accordance with 302.3.1.1

302.3.2 A test shall consist of six identical specimens. The specimens shall be separated into two sets, Set A and Set B. At least two of each set shall pass the criteria of this standard. Each test specimen in Set A shall be impacted once within a 5 inch radius circle having its center on the midpoint of the test specimen. For hung windows, sliding windows, sliding doors, doors with glazing, and similar test specimens containing multiple panels, the innermost panel shall be impacted. Each test specimen in Set B shall be impacted once within a 5 inch radius circle in a corner having its center in a location 6 inches away from any supporting member. For hung windows, sliding windows, sliding doors, doors with glazing, and similar test specimens containing multiple panels, the innermost panel shall be impacted.

302.4 After the test specimen is subjected to the missile impact(s), it shall then be subjected to the cyclic pressure loading specified in Table 1.

EXCEPTION: The cyclic test is not required for assemblies where at least one ply of the impacted lite does not fracture during the large missile impact test and the ply is designed to withstand the design wind pressure.

302.5 If air leakage through the test specimen is excessive, tape may be used to cover cracks and joints through which leakage is occurring. Tape shall not be used when there is a probability that it may significantly restrict differential movement between adjoining members. It is also permissible to cover both sides of the entire specimen and mounting panel with a single thickness of polyethylene or other plastic film no thicker than 0.050 mm (2 mils). This technique of application shall permit the full load to be transferred to the specimen and shall not prevent movement or failure of the specimen. The film shall be applied loosely with extra folds of material at each corner and at all offsets and recesses. When the load is applied, there shall be no fillet caused by tightness of plastic film.

302.6 The test specimen shall be subjected to the missile impact(s) and resist the cyclic pressure loading with no crack forming longer than 5 inches through which air can pass or with no opening forming through which a 3 inch diameter sphere can pass.

302.7 For impact protective systems, both impacts shall be to the thinnest section of the assembly. For impact protective systems with horizontal and/or vertical bracing, both impacts shall be within a single area which is not reinforced and shall be in accordance with 302.3.

302.7.1 Porous impact protective systems used to protect glazed openings shall resist the large missile impacts specified in 302.1 and 302.2 without penetration. Maximum deflection under impact and cyclic pressure loading shall be measured and recorded, and shall determine the required installation separation distance between the device and the glazing over which it is installed in service. Where there is a gap between the impact protective system and the surface of the structure to which it is attached, the protective system shall extend past the edges of the glazed opening a distance greater than or equal to the gap.

302.7.2 Non-porous impact protective systems used to protect glazed openings shall resist the large missile impacts specified in 302.1 and 302.2 and resist the cyclic pressure loading with no crack forming longer than 5 inches through which air can pass or with no opening forming through which a 3 inch diameter sphere can pass. Non-porous impact protective systems intended to replace the wind load resistant functions of the glazed assembly shall have a porosity (α) of 0.05 or less.

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302.7.3 Following the large missile impact test, impact protective systems shall resist applications of forces corresponding to the pressure cycles specified, with P_{max} replaced by $(1-\alpha)P_{max}$, without detaching from their mountings, where α is the porosity of the impact protective systems.

EXCEPTION: Impact protective systems with a porosity of 0.5 or more used to protect glazed openings need not be subjected to the cyclic wind pressure loading. The porosity attributed to openings in the surface shall be uniformly distributed over the surface of the impact protective system.

303 SMALL MISSILE IMPACT TEST

303.1 Test specimens passing the large missile impact test need not be tested for the small missile impact test.

EXCEPTION: Impact protective systems with horizontally projected openings greater than 3/16 inch.

303.2 The small missiles shall consist of spherical steel balls each weighing 2 grams (± 5%). Missile impacts shall be successive from a single propelling device.

303.3 Each missile shall impact the surface of each test specimen at a speed between 130 and 132 ft/s.

303.4 Each test specimen shall receive 30 small missile impacts as follows, except as noted in 303.4.2: the first 10 distributed uniformly over a 2 sq ft area located at the center of the test specimen, the second 10 distributed uniformly over a 2 sq ft area located at the center of the long dimension of the specimen near the edge, and the third 10 distributed uniformly over a 2 sq ft area located at a corner of the specimen. For hung windows, sliding windows, sliding doors, doors with glazing, and similar test specimens containing multiple panels, the innermost panel shall be impacted at its center, at the center of the long dimension of the same panel, and at an upper corner of the same panel closest to the midspan of the test specimen. For hinged or swinging windows, and doors with glazing, the panel closet to the midspan of the test specimen shall be impacted at its center, at the center of the long dimension of the same panel, and at a corner of the same panel furthest from the lock and hinge hardware.

303.4.1 Where a sash, panel or lite is sufficiently small such that the 2 sq ft areas at the center, midspan and corner overlap, two or three separate sash, panels or lites shall be impacted; one at the center, one at the midspan and one at the corner. Where only two such sash, panels or lites are contained within the test specimen, only the center and corners of the panels shall be impacted. Where only one such sash, panel or lite is contained within the test specimen, only the center of the panel shall be impacted.

303.4.2 For window and skylight test specimens comprised of different types of glazing the thinnest and largest glazing shall be impacted in accordance with 303.4.

303.5 After the test specimen is subjected to the small missile impacts, it shall then be subjected to the cyclic pressure loading specified in Table 1.

EXCEPTION: The cyclic test is not required for assemblies where at least one ply of the impacted lite does not fracture during the small missile impact test and the ply is designed to withstand the design wind pressure.

303.6 If air leakage through the test specimen is excessive, tape may be used to cover cracks and joints through which leakage is occurring. Tape shall not be used when there is a probability that it may significantly restrict differential movement between adjoining members. It is also permissible to cover both sides of the entire specimen and mounting panel with a single thickness of polyethylene or other plastic film no thicker than 0.050 mm (2 mils). This technique of application shall permit the full load to be transferred to the specimen and shall not prevent movement or failure of the specimen. The film shall be applied loosely with extra folds of material at each corner and at all offsets and recesses. When the load is applied, there shall be no fillet caused by tightness of plastic film.

303.7 The specimen shall be subjected to the small missile impacts and resist the cyclic pressure loading with no crack forming longer than 5 inches through which air can pass or with no opening through which a 3 inch diameter sphere can pass.

303.8 For impact protective systems, all impacts shall be to the thinnest section of the assembly. For impact protective systems with horizontal and/or vertical bracing, all impacts shall be within a single area which is not reinforced and shall be in accordance with 303.4.

303.8.1 Porous impact protective systems used to protect glazed openings shall resist the small missile impacts specified in 303.2 and 303.3 without penetration. Maximum deflection under impact and cyclic pressure loading shall be measured and recorded, and shall determine the required installation separation distance between the device and the glazing over which it is install in service. Where there is a gap between the impact protective system and the surface of the structure to which it is attached, the protective system shall extend past the edges of the glazed opening a distance greater than or equal to the gap.

303.8.2 Non-porous impact protective systems used to protect glazed openings shall resist the large missile impacts specified in 303.2 and 303.3 and resist the cyclic pressure loading with no crack forming longer than 5 inches through which air can pass or with no opening forming through which a 3 inch diameter

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sphere can pass. Non-porous impact protective systems intended to replace wind load resistant functions of the glazed assembly shall have a porosity (α) of 0.05 or less.

303.8.3 Following the small missile impact test, impact protective systems shall resist applications of forces corresponding to the outward acting pressure cycles specified in Table 1, with P_{max} replaced by $(1-\alpha)P_{max}$, without detaching from their mountings where α is the porosity of the impact protective systems.

EXCEPTION: Impact protective systems with a porosity of 0.5 or more used to protect glazed openings need not be subjected to the cyclic wind pressure loading. The porosity attributed to openings in the surface shall be uniformly distributed over the surface of the impact protective system.

Table 1
Cyclic Wind Pressure Loading

Pressure Direction	Loading Sequence	Range	Cycles[1]
Inward Acting Pressures	1	$0.2P_{max}$ to $0.5P_{max}$	3,500
	2	0 to $0.6P_{max}$	300
P_{max} = maximum positive wind pressure in accordance with SBC 1606	3	$0.5P_{max}$ to $0.8P_{max}$	600
	4	$0.3P_{max}$ to $1.0P_{max}$	100
Outward Acting Pressures	5	$0.3P_{max}$ to $1.0P_{max}$	50
P_{max}= maximum negative wind pressure in accordance with SBC 1606	6	$0.5P_{max}$ to $0.8P_{max}$	1,050
	7	0 to $0.6P_{max}$	50
	8	$0.2P_{max}$ to $0.5P_{max}$	3,350

1. Each cycle shall have a minimum duration of one second and a maximum duration of three seconds and must be performed in a continuous manner.

CHAPTER 4
TEST REPORTS

401 REQUIRED REPORT

401.1 The following information shall be reported:

1. Date of the test and report.
2. A description of the test specimens, including all parts and component of a particular system of construction together with manufacturer' model number if appropriate or any other identification.
3. Detailed drawings of the specimen, showing dimensioned sectio profiles, sash or door dimensions and arrangement, framing location panel arrangement, installation and spacing of anchorage weatherstripping, locking arrangement, hardware, sealants, glazin details, test specimen sealing methods, and any other pertinen construction details. Any deviation from the drawings or an modifications made to the specimen to obtain the reported values shal be noted on the drawings and in the report.
4. Results for all three specimens with each specimen being properly identified, particularly with respect to distinguishing features o differing adjustments. A separate drawing for each specimen shall no be required where all differences between them are noted on th drawings provided.
5. Location of impacts on each test specimen.
6. The large and small missile velocities.
7. The weight of the missiles.
8. Maximum positive and negative pressures used in the cyclic wind pressure loading.
9. A description of the condition of the test specimens after testing, including details of any damage and any other pertinent observations.
10. When the tests are made to check conformity of the specimen to a particular specification, an identification or description of that specification.
11. A statement that the tests were conducted in accordance with this test method.
12. A statement of whether or not, upon completion of all testing, the test specimens meet the requirements of 302.6 and 303.7.
13. A statement as to whether or not tape or film, or both, were used to seal against air leakage, and whether in the judgment of the test engineer, the tape or film influenced the results of the test.
14. The name of the author of the report.
15. The names and addresses of both the testing agency that conducted the tests and the requester of the tests.

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16. Signatures of persons responsible for supervision of the tests and a list of official observers.

401.2 All data not required herein, but useful to a better understanding of the test results, conclusions or recommendations, should be appended to the report.

CHAPTER 5
TEST APPARATUS

501 GENERAL

Pendulum impact apparatus which will produce the same energy, impact surface, and duration as the device described herein shall be acceptable as an alternate.

502 MAJOR TEST COMPONENTS

502.1 Pressure Chamber

The test specimens shall be constructed as described in 301.2. Specimens shall be mounted on a test frame and a pressure chamber in a manner which will permit impact testing as described in 302 and 303 followed by pressure cycling as specified in Table 1. Mounting of specimens may be achieved by employing either of the two following procedures: "Procedure 1" - mounting the specimen to a frame which, in turn, attaches to a flat structural wall, or "Procedure 2" - mounting the specimen to a structural box that has been built especially for the specimens to be tested. In "Procedure 1," the specimen and the flat structural wall comprise the front and back, of the pressure chamber and the frame comprises the sides. In "Procedure 2," the specimen comprises the front of the pressure chamber and the box is fabricated to form the remainder of the pressure chamber. The structural wall or box shall be designed for the pressures which will be experienced during testing. The test chamber shall not deflect under test pressures in such a manner that the performance of the specimen will be affected.

A controllable blower or a compressed air supply and/or a vacuum system or a reversible controllable blower shall be provided which is capable of providing the required maximum air pressure differences (inward acting and outward acting) across the specimen. The air supplies shall be connected to the pressure chamber in a manner which will permit pressure to be applied without impinging directly on the test specimen or affecting pressure measuring instrumentation. Prescribed pressure differences across the specimen may be imposed by manually operated valves, an electric logic board which operates electric valves, or by computer controlled servo-valves.

Pressure differences across the specimen shall be measured by manometers, mechanical pressure gages, or pressure transducers. Test pressure differences shall be measured within a tolerance of ± 2% or ± 0.1 inches of water column.

502.2 Large Missile Cannon

The large missile cannon shall use compressed air to propel the large missile. The cannon shall be capable of producing missile impact at the speed specified in 302.2. The large missile cannon shall consist of five major components: a compressed air supply, a pressure release valve, a pressure gauge, a barrel and

support frame, and a timing system for determining the missile speed. The barrel of the large missile cannon shall consist of a nominal 4 inch inside diameter pipe and shall be at least as long as the missile. The barrel of the large missile cannon shall be mounted on a support frame in a manner to facilitate aiming the missile so that it impacts the specimen at the desired location. The distance from the end of the cannon to the specimen shall be between 2 feet and 6 feet greater than the length of the large missile.
The large missile is prescribed in 302.1. A sabot shall be attached at the trailing edge of the missile to facilitate launching. The weight of sabot shall not exceed 1/2 lb.

502.3 Small Missile Cannon
The small missile cannon shall use compressed air that is capable of propelling mis[illegible]s of the size and speed prescribed in 303.2 and 303.3. The cannon assembly shall be comprised of a timing system as prescribed in 502.4, compressed air supply and gauge, a remote firing device and valve, and a barrel. The small missile cannon shall be mounted on a frame designed to permit movement of the cannon so that it can propel missiles to impact the test specimen at points defined in 303.4. The timing system shall be positioned to measure missile speed within 5 feet of the impact point on the test specimen.

502.4 Timing System
The timing system, shall be comprised of two, through-beam photoelectric sensors spaced a known distance apart and used to start and stop an electronic clock, and shall be capable of measuring speeds accurate to ± 2%. The speed of the missile shall be measured after it exits the cannon. The missile speed shall not be measured while the missile is accelerating. The through-beam photoelectric sensors shall be the same model.
The electronic clock shall be activated when the reference point of the missile pass[illegible]through the timing system. The electronic clock shall have an operating frequency of no less than 10 kHz with a response time not to exceed 0.15 milliseconds. The speed of the large missile shall be determined by dividing the distance between the two, through-beam photoelectric sensors by the total time interval counted by the electronic clock.
502.4.1 The timing system shall be calibrated and certified at six-month intervals using one of the following methods:

1. Photographically, using a stroboscope,
2. Photographically using a high speed camera with a frame rate exceeding 500 frames per second,
3. Photographically, using a high speed video camera with a frame rate exceeding 500 frames per second, or
4. By using an independently certified timing system with an accuracy of ± 1%.

Calibration of the timing system shall be certified by an independent agency. The calibration report shall include: the date of the calibration, the name of the agency conducting the calibration, the name and signature of the person(s) conducting the calibration, the distance between the through-beam photoelectric sensors (if used), the speed of the missile as measured by the timing system, the speed of the missile as determined from the calibration system, and the percentage difference in speeds. The timing system shall be deemed to be accurate if the speed of the missile measured by the timing system and the speed measured by the calibration system agree with 2%.

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EXHIBIT H

HAMMONS PURCHASE AGREEMENT GUARANTY

DRAFT: JUNE 5, 1995

GUARANTY RELATING TO PURCHASE AND SALE AGREEMENT

Dated as of _____, 1995

from

JOHN Q. HAMMONS, PERSONALLY AND AS THE SOLE TRUSTEE OF THE JOHN Q. HAMMONS REVOCABLE TRUST CREATED UNDER A DECLARATION OF TRUST DATED DECEMBER 28, 1989, AS AMENDED BY AMENDMENT DATED MAY 2, 1994

to

ST. JOHNS COUNTY

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GUARANTY RELATING TO PURCHASE AND SALE AGREEMENT

This Guaranty Relating to Purchase and Sale Agreement (this "Guaranty") is made and entered into as of _____, 1995 by John Q. Hammons, personally and as the sole trustee on behalf of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989, as amended by Amendment dated May 2, 1994 (individually and collectively, the "Guarantor"), in favor of St. Johns County (the "County"), a political subdivision of the State of Florida.

W I T N E S S E T H:

WHEREAS, on February 14, 1995, the Board of County Commissioners of St. Johns County, Florida duly adopted Resolution No. 95-28 (the "Resolution") authorizing the County to execute and deliver a certain Memorandum of Understanding (the "Memorandum") dated as of February 14, 1995 by and among the County, John Q. Hammons Hotels Two, L.P. ("JQH-LP") and the Guarantor;

WHEREAS, following the adoption of the Resolution, the County, JQH-LP and Hammons executed and delivered the Memorandum;

WHEREAS, the County has determined that the acquisition and successful operation of a public convention center facility will increase tourism and other business activity within St. Johns County, providing jobs and other economic benefits to the citizens of St. Johns County and the State of Florida (the "State");

WHEREAS, the County has determined that the most appropriate location for a County owned public convention center is within the project to be constructed in the County known as the "World Golf Village" (the "World Golf Village Project") because the World Golf Village Project will provide recreational and other amenities necessary to attract business and other meeting groups to a public convention center facility;

WHEREAS, the County has determined that successful operation of a public convention center will be greatly enhanced by access to a first quality, full-service hotel in close proximity to the convention center;

WHEREAS, JQH-LP is in the business of developing, owning and operating such hotels, many in conjunction with public convention center facilities;

WHEREAS, JQH-LP has determined that it is economically feasible to construct such a hotel within the World Golf Village Project provided that the hotel is located immediately adjacent to a public convention center;

WHEREAS, to allow the County to proceed with its public purpose of acquiring a public convention center, and to allow JQH-LP to proceed with constructing a hotel, the County and JQH-LP have executed and delivered the Memorandum, and, inter alia, that certain Purchase and Sale Agreement (the "Purchase Agreement"), of even date herewith, between the County and JQH-LP;

WHEREAS, JQH-LP shall, pursuant to the terms of the Purchase Agreement, transfer certain land and supporting easements (collectively, the "Land") to the County without cost to the County, and sell and deliver to the County a fully constructed and operational public convention center (the "Convention Center") thereon in accordance with a design approved by the County;

WHEREAS, JQH-LP shall construct a hotel within private air rights retained by JQH-LP over portions of the Land and the Convention Center;

WHEREAS, the County shall use its good faith efforts to issue the Bonds to finance the purchase of the completed and operational Convention Center;

WHEREAS, to facilitate the issuance of the Bonds, the participants in the World Golf Village Project have agreed, as contemplated by the Memorandum, to make certain project revenues available to the County as the primary source of repayment of the Bonds and grant to the County certain lien rights to secure such revenues;

WHEREAS, to facilitate the issuance of the Bonds and induce the County to enter into the Purchase Agreement with JQH-LP, Hammons, pursuant to this Guaranty, has agreed to guarantee the timely performance by JQH-LP of its obligations and duties contained in Article 5, Section 6.1, Sections 7.1 through and including 7.3, Section 11.1, Section 11.2, Article 14 and Article 15 of the Purchase Agreement which relate to the completion, furnishing, equipping and delivery of the Convention Center at a hard cost to the County of not more than $11,000,000 and the timely completion of the Hotel (collectively, the "Guaranteed Obligations");

WHEREAS, this Guaranty is the "Hammons Purchase Agreement Guaranty" defined and described in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the foregoing, the Guarantor does hereby jointly and severally, covenant and agree in favor of the County as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1 Definitions

Capitalized terms, unless otherwise defined herein, shall have the meanings prescribed for such terms in the Purchase Agreement. A list of capitalized terms which are defined in this Guaranty is contained in Exhibit A attached hereto.

SECTION 1.2 Purchase Agreement: Consistent Interpretation

This Agreement has been entered into by the Guarantor pursuant to the Purchase Agreement and shall be interpreted in a manner consistent with the provisions thereof.

SECTION 1.3 Entire Agreement

This Guaranty sets forth the entire understanding of the parties hereto with respect to the guaranty by the Guarantor relating to the Purchase Agreement. This Guaranty supersedes in its entirety any and all prior oral and written agreements and understandings with respect to the subject matter dealt with herein.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

The Guarantor does hereby represent and warrant to the County as of the date hereof that:

(a) The Guarantor is legally competent in all respects to enter into this Guaranty.

(b) The execution and delivery by him of this Guaranty does not contravene or constitute a default under the Trust or under any agreement, indenture, commitment or other requirement of law to which he is a party or by which he is bound.

(c) This Guaranty is necessary to promote and further the business of the Guarantor, and the assumption by the Guarantor of its obligations hereunder will result in direct financial benefits to the Guarantor.

(d) There are no actions, suits, claims or proceedings pending or, to the Guarantor's knowledge, threatened or in process before any court, agency or other tribunal or governmental agency which if adversely decided would result in a material adverse change in the Guarantor's financial condition.

(e) The Trust is in full force and effect and has not been further amended or modified.

(f) The fair market value of the Guarantors' collective assets is greater than the aggregate amount of their liabilities by an amount in excess of $300,000,000.

(g) The Guarantor has not pledged a material portion of the assets held by John Q. Hammons or in the Trust to any third person.

ARTICLE 3

COVENANTS AND AGREEMENTS

SECTION 3.1 Guaranty

The Guarantor hereby unconditionally guarantees to the County the full and prompt payment and performance of the Guaranteed Obligations by JQH-LP when and as the same shall become due under the Purchase Agreement. All payments by the Guarantor shall be paid in lawful money of the United States of America. Each and every default in payment of the Guaranteed Obligations by JQH-LP shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

SECTION 3.2 Obligations of Guarantor Absolute and Unconditional

The obligations of the Guarantor under this Guaranty shall be absolute and unconditional and shall remain in full force and effect so long as the Guaranteed Obligations to the County remain unpaid or unperformed, irrespective of any immunity or limit upon the liability of JQH-LP, any extension of time for the payment of the Guaranteed Obligations, or any other circumstance which might otherwise constitute a discharge or a defense of a surety or a guarantor, and, so long as any such Guaranteed Obligation of JQH-LP remains unperformed, shall not be affected, modified or impaired upon the happening from time to time of any event, including (as provided in Section 4.10) any termination of the Purchase Agreement.

In the event any payment on account of the Guaranteed Obligations (whether such payment is remitted by JQH-LP, the Guarantor or any other person, from realization on collateral, through set-off or otherwise) must be refunded, paid over or otherwise released by the County as a result of such payment being (i) a preference or fraudulent transfer under the Bankruptcy Code of 1978, as amended, or other state or federal law or (ii) disallowed as a permanent and irrevocable payment on the Guaranteed Obligations for any other reason, then in each such event this Guaranty shall thereupon, ipso facto, be reinstated and revived to the full extent of such refunded, paid over or released payment.

SECTION 3.3 Acts of County Not to Impair Guaranty

Except for acts or omissions constituting willful misconduct, (1) no act of commission or omission of any kind or at any time upon the part of the County, or their respective successors and assigns, in respect of any matter whatsoever shall in any way impair the rights of the County to enforce any right, power or benefit under this Guaranty, and (2) no set-off, counterclaim, reduction, or diminution of any obligation, nor any defense of any kind or nature which the Guarantor has or may have against the County shall be available hereunder to the Guarantor against the County. Without limiting the foregoing provisions of this Section or any other provision in this Guaranty, it is specifically agreed that the occurrence at any time and from time to time of any or all of the following shall not impair or affect the obligations of the Guarantor hereunder: (i) the renewal or extension of the time of payment or performance of any amount of the Guaranteed Obligations, with or without notice to or consent of the Guarantor; (ii) the sale, release, surrender, exchange, settlement, compromise, waiver, subordination or modification, with or without consideration, on such terms and conditions as may be acceptable to the County, of any and all collateral or security for the Guaranteed Obligations; (iii) any failure to perfect any security interest in or lien on any collateral or security for the Guaranteed Obligations; or (iv) any modification or amendment to the Purchase Agreement.

SECTION 3.4 County May Proceed Directly Against Guarantor

Upon the occurrence of a default by JQH-LP in the payment or performance of the Guaranteed Obligations when and as the same shall become due and such default shall continue beyond the expiration of any applicable notice and cure period, the County may proceed hereunder directly against the Guarantor under this Guaranty without the necessity or requirement of first proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the County.

SECTION 3.5 Waiver of Notice; Costs and Expenses

The Guarantor hereby expressly waives notice in writing, or otherwise, from the County of its acceptance and reliance on this Guaranty. The Guarantor agrees to pay all reasonable costs, expenses and fees, including all reasonable attorneys' fees and court costs, which may be incurred by the County in the successful enforcement of this Guaranty following any default on the part of the Guarantor hereunder.

SECTION 3.6 Waiver of Right of Subrogation

Until payment and performance in full of the Guaranteed Obligations, the Guarantor hereby waives and relinquishes any right of subrogation or other right of reimbursement from JQH-LP or JQH-LP's estate, and any other right to payment from JQH-LP or JQH-LP's estate, arising out of or on account of any sums paid or agreed to be paid by Guarantor under this Guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed,

contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

SECTION 3.7 Payment of Taxes

The Guarantor shall pay and discharge promptly all taxes, assessments and governmental charges or levies imposed upon him or upon his property before the same shall become in default; provided, however, that the Guarantor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the validity or the amount thereof shall be contested in good faith by appropriate proceedings.

SECTION 3.8 Revocable Trust; Transfers

[The Guarantor agrees (i) to maintain the legal existence of the Trust, and (ii) not to transfer, encumber or convey (in any one such transaction or in the aggregate) a material portion of the assets held by John Q. Hammons or in the Trust to any third person, provided, however, the Guarantor may transfer and convey (but not encumber) a material portion of his assets so long as any such transfer(s) is (are) made in exchange for fair and equivalent value paid to the Guarantor.]

SECTION 3.9 Security

The Guarantor has fully complied with Section 28 of the Memorandum and will continue to comply with said Section 28.

SECTION 3.10 Death

The personal representative of the estate of John Q. Hammons or the successor trustee under the Trust shall notify the County of the death of John Q. Hammons promptly following the occurrence of same.

ARTICLE 4

MISCELLANEOUS

SECTION 4.1 Governing Law; Jurisdiction

This Guaranty shall be governed and construed in accordance with the laws of the State. Any suit under this Guaranty shall be brought within the courts of the State located in St. Johns County or in the Florida federal district court for the Middle District of Florida.

SECTION 4.2 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) if mailed by certified mail, return receipt requested, or (b) if deposited with an overnight delivery service, properly addressed and postage prepaid. All notices shall be effective upon the earlier of (i) actual receipt or (ii) by 5:00 p.m. on the first business day following shipping if sent by overnight delivery service or by 5:00 p.m. on the third business day following deposit into the U.S. Mail as certified, return receipt requested mail. Notices shall be addressed as follows:

If to the Guarantor:	John Q. Hammons c/o John Q. Hammons Industries 300 John Q. Hammons Parkway, Suite 900 Springfield, MO 65806
with a copy to:	Eckert Seamans Cherin & Mellott One International Place - 18th Floor Boston, MA 02110 ATTENTION: Stephen I. Burr, Esq.
If to the County:	St. Johns County, Florida County Administrative Building 4020 Lewis Speedway St. Augustine, FL 32095 ATTENTION: County Administrator

SECTION 4.3 Remedies; Waivers

No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the County of the breach of any covenant of this Guaranty shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Guaranty.

SECTION 4.4 Effect of Headings

The Article and Section headings herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof.

SECTION 4.5 Amendments to this Guaranty

No change, addition or amendment is to be made to this Guaranty except by a written agreement executed by the County and the Guarantor.

SECTION 4.6 Recitals and Exhibits

The recital paragraphs and the exhibit attached hereto are made a part of this Guaranty and the terms thereof are incorporated into this Guaranty by reference.

SECTION 4.7 Construction

The Guarantor, the County and their respective counsel have reviewed and revised the form of this Guaranty such that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Guaranty or any amendments hereto.

SECTION 4.8 Severability Clause

If any provisions of this Guaranty shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied to any particular case in any relevant jurisdiction or jurisdictions or in all relevant jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Guaranty shall not affect the remaining portions of this Guaranty, or any part thereof, provided that such remaining portions remain consistent with the intent of this Guaranty and do not individually or collectively violate State law.

SECTION 4.9 Binding Effect; Successors and Assigns

This Guaranty shall be binding on the Guarantor and his heirs, successors, personal representatives and assigns, and shall inure to the benefit of the County and its successors and assigns.

SECTION 4.10 Survival

This Guaranty shall survive any termination of the Purchase Agreement to the extent of any unperformed obligations and/or duties arising prior to the termination of the Purchase Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the Guarantor has hereunto set his hand and seal as of the _____ day of _____, 1995.

_____

John Q. Hammons, personally and as the sole trustee of the John Q. Hammons Revocable Trust created under a Declaration of Trust dated December 28, 1989 as amended by Amendment dated May 2, 1994

EXHIBIT A

TABLE OF DEFINITIONS

"Bonds" shall have the meaning ascribed to it in the Purchase Agreement.

"Convention Center" shall have the meaning ascribed to it in the ninth WHEREAS clause.

"County" means St. Johns County, a political subdivision of the State of Florida.

"Guaranteed Obligations" shall have the meaning ascribed to it in the thirteenth WHEREAS clause.

"Guarantor" shall have the meaning ascribed to it in the introductory paragraph of this Agreement.

"Hammons Purchase Agreement Guaranty" shall have the meaning ascribed to it in the Purchase Agreement.

"Hotel" shall have the meaning ascribed to it in the Purchase Agreement.

"JQH-LP" shall have the meaning ascribed to it in the first WHEREAS clause.

"Land" shall have the meaning ascribed to it in the ninth WHEREAS clause.

"Memorandum" means that certain Memorandum of Understanding dated as of February 14, 1995, among the County, JQH-LP and Hammons.

"Purchase Agreement" means that certain Purchase and Sale Agreement of even date herewith, between the County and JQH-LP, together with any amendments thereto.

"Resolution" shall have the meaning ascribed to it in the first WHEREAS clause.

"State" shall have the meaning ascribed to it in the third WHEREAS clause.

"Trust" shall mean the John Q. Hammons Revocable Trust dated December 2, 1989, as amended by Amendment dated May 2, 1994, and John Q. Hammons, as sole trustee thereof.

"World Golf Village Project" shall have the meaning ascribed to it in the fourth

WHEREAS clause.

QUALIFICATIONS & INDUSTRY BACKGROUND

Drew Dimond established his consulting practice in 1985 after a twenty five year career in hotel management and development. Valuable insight benefitting his clients has been gained through hands-on involvement in virtually all areas of the hospitality industry.

His list of clients include lending institutions, trustees, leading hotel companies, law firms, investment companies, and independent hotels. Mr Dimond has represented clients in a myriad of engagements including the turnaround of ailing hotels, negotiations with Franchisers, second opinions of various studies, litigation support, hotel repositioning, management contract analysis, marketing plans, operational and strategic planning.

He authored and lectured on asset management course at Michigan State University School of Hotel Management and is often a featured speaker at hospitality industry conferences.

Mr. Dimond publishes the Dimond Letter and is often quoted in hotel and real estate publications.

AREAS OF KNOWLEDGE & EXPERIENCE...

FINANCIAL
Capital Improvement Planning
Expense Controls & Monitoring
Evaluations
Operational Budgets
Profit Improvement Strategies
Real Estate Portfolio Evaluations
Return on Investment Analysis

FRANCHISE AFFILIATION
Best Utilization Analysis
Contract Negotiations & Analysis
Comparison Analysis
Franchise vs. Independent Analysis
Competitive Analysis
Impact Studies
Market Analysis

LEGAL
Expert Witness Testimony
Litigation Support

OPERATIONS
Departmental Evaluations
Expense Controls & Monitoring
Goal Oriented Team Building
Operational Budgeting
Performance Evaluations
Performance Based Reward Programs
Product Improvement Strategies
Service Evaluations
Service Improvement Programs
Standards Development
Strategic Planning

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Drew Dimond is a member of the International Society of Hospitality Consultants.

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PARTIAL CLIENT LIST

The Broadmoor, Colorado Springs

Comdial Business, San Jose

Cracker Barrel Old Country Stores,Lebanon,TN

Holiday Inn Worldwide, Atlanta

Hollywood Roosevelt Hotel, Los Angeles

Hyatt Grand Champions Resort, Indian Wells CA

John Q. Hammons Hotels, Springfield, MO

Landmarks Group, Atlanta

Manchester Inn, Middletown, OH

Metropolitan Airport Authority, Nashville

Montgomery County Redevelopment Authority, MD

Marubo Hotels, Tokyo

Promus Companies, Inc., Memphis

Radisson Read House, Chattanooga

Ramada Inn Across From Opryland, Nashville

Richfield Hotel Management, Denver

SheLodge, Inc., Gallatin, TN.

South Seas Plantation, Captiva Island

Star Bank, Cincinnati

Strook & Strook & Lavan, Los Angeles

Third National Bank, Nashville

VMS Realty, Chicago

Western-Southern Life, Cincinnati

Westin Canal Place 2000, New Orleans

QUALIFICATIONS AND INDUSTRY BACKGROUND OF

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APR 15 98 10:17 DIMOND HOSPITALITY CONSU P.03

AREAS OF KNOWLEDGE & EXPERIENCE...

DEVELOPMENT, CONVERSION, & ACQUISITION CONSULTATION

Alternative Use Consultation
Asset Management
Best Use Analysis
Capital Budgeting
Due-Diligence
Exit Strategies
Facility Evaluations
Franchise Affiliation Analysis
Interim Management
Management Company Selection
Market Analysis
Operational Budgeting
Product Improvement Planning
Repositioning Analysis
Retained Asset Searches
Strategic Planning
Valuation

FINANCIAL

Capital Improvement Planning
Expense Controls & Monitoring
Evaluations
Operational Budgets
Profit Improvement Strategies
Projections
Real Estate Portfolio Evaluation
Return on Investment Analysis

FRANCHISE AFFILIATION

Best Utilization Analysis
Contract Negotiations
Comparison Analysis
Franchise vs. Independent Analysis
Competitive Analysis
Impact Studies
Market Analysis

HUMAN RESOURCES

Confidential Retained Executive Searches
Interim Management Services
Goals & Objective Planning & Monitoring
Management Development
Performance Based Reward Programs
Performance Evaluations
Training Programs

LEGAL

Expert Witness Testimony
Litigation Support

MARKETING

Market Analysis
Marketing Plans
Positioning Strategies
Repositioning Analysis & Planning
Sales Operations Analysis

OPERATIONS

Departmental Evaluations
Expense Controls & Monitoring
Goal Oriented Team Building
Operational Budgeting
Operational Manuals Development
Performance Evaluations
Performance Based Reward Programs
Product Improvement Strategies
Product Quality Evaluations
Profit Improvement Strategies
Service Evaluations
Service Improvement Programs
Standards Development
Strategic Planning

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DIMOND HOSPITALITY CONSULTANTS

REVIEW AND ANALYSIS OF THE POTENTIAL WORLD GOLF VILLAGE RESORT HOTEL AND CONVENTION CENTER

Preliminary Report

January 13, 1995

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EXECUTIVE SUMMARY

The information contained in this document is intended to assist the members of the Saint John's County Commissioners in assessing the market viability of a convention center in Saint John's County, Florida. It is important that the main body of our Preliminary Report is read in its entirety to obtain all necessary background information and to understand the methodology and assumptions used in reaching the preliminary conclusions.

Based on our review and previous market work, we feel that both market analysis reports support a convention center facility in Saint John's County. The facility containing approximately 75,000 sq. ft. of convention center space and 35,000-40,000 sq. ft. of meeting space would accommodate this market. At this point in the analysis, preliminary architectural renderings and facility-designed components have been developed. Some of the specific findings of our preliminary analysis are outlined within.

REPORT METHODOLOGY

We have reviewed the studies conducted in 1993 and 1994 related to the development of a new hotel/convention center in Saint John's County. In performing this review, we have identified a number of areas which should receive consideration as outlined below.

* In developing estimates of Saint John's County potential event market, past event history in the Southeast Region of the United States was used as a base. This procedure might underestimate the demand of a new Saint John's County convention facility. The World Golf Village and partnership with the PGA Tour will be a demand generator not only for this region but on a national and international level.

* As described in detail, our study demonstrates that a modern, properly sized convention center associated with a first-class headquarter hotel with easy access to first-class recreational facilities would have a significant stimulus to the economic well-being of Saint John's County. Saint John's County, with its beaches, St. Augustine, PGA Tour, World Golf Village, the International Golf Museum, PGA Tour Hall of Fall, LPGA Hall of Fame, PGA Tour Productions, PGA School, PGA Tour/Mayo Sports Medicine Clinic and world class recreational facilities including golf and tennis will create a destination notoriety. Orlando will have its notoriety. Disney World, and Saint John's County will have its notoriety. World Golf Village, in this circumstance, the convention center, will also act as a key catalyst to allow the World Golf Village project to proceed. The World Golf Village project will provide major economic benefits (e.g. jobs, construction, services and taxes) for Saint John's County.

* In segmenting the population of potential events, event attendance was used as a key parameter. We have included a database of companies and associations (Exhibit 3) that have needs or have had meetings of 600 attendees and up in the southeastern United States in 1994. We believe that this data base demonstrates the need for services and square footage requirements in terms of exhibit, meeting and ballroom space. This breakdown was useful in determining the appropriate facility size and parameters.

REVIEW OF COMPARABLE AND COMPETITIVE FACILITIES

Our analysis extensively covered over 60 competitive and comparable facilities (Exhibits 1 and 2) located geographically as follows:

Saint John's County area

Northeastern Florida area

Florida

Georgia

The Carolinas

The Virginias

Other competitive and comparable facilities within the continental United States.

Some of the specific points of comparison are outlined below.

* Of the facilities reviewed, the Saint John's County convention center would be very competitive in terms of total square footage of exhibition and meeting space. The 30,000 sq. ft. ballroom would compete with all 60 facilities with the exception of three that exceed 30,000 sq. ft. In general, the meeting space at the Saint John's County convention center would provide the quality and functionality found to compete with all but three comparable and competitive facilities within the southeastern United States.

* Presently, Saint John's County is limited in facilities in terms of square footage of meeting space and exhibit space. The Marriott at Sawgrass is limited by an 8,000 sq. ft. ballroom that can seat a maximum of 630 attendees at one time in their ballroom

and 700 attendees reception-style. Please note that they would be unable to meet 630 that would be meeting and eating. The World Golf Village Resort Hotel and Convention Center would distinguish itself as a totally unique facility not only in Saint John's County but in Northeastern Florida and to great extent the Southeastern region of the United States.

* The limited meeting space in Saint John's County results in demand being displaced, such as high school reunions, Christmas functions, the arts including theatres or music groups, fund raising events, religious events and reunion groups

The World Golf Village Resort Hotel and Convention Center is a unique facility. A typical 300-room hotel typically has 10,000 sq. ft. to 12,000 sq. ft of total meeting space, with a ballroom of 5,000 sq. ft. to 6,000 sq. ft.

The Saint John's County convention center with over 40,000 sq. ft. of meeting space and 30,000 sq. ft. of ballroom space will be competitive with public and private convention centers throughout the southeastern United States.

In the World Golf Village Resort Hotel and Convention Center, we have combined a major convention facility in a medium-size hotel, allowing the convention center to serve a wide variety of community and convention needs beyond what the hotel itself would require.

MARKET ANALYSIS AND OVERVIEW

We have performed a market viability analysis for a convention center facility in Saint John's County, Florida. The following points highlight a number of major characteristics in preliminary conclusions of this analysis:

* In performing our analysis, we have studied over 60 comparable and competitive facilities that are state, regional, and national.
* In performing our analysis, we have collected a data base of over 800 companies and associations that have multiple meetings per year of 600 attendees or more in the Southeastern United States.
* The study provided extensive information related to event, organizers attitudes, and opinions toward resorts including golf facilities as well as a full range of required facility characteristics such as exhibition, meeting, banquet space, hotel rooms and parking space. Information was also obtained as to event attendance, booking policy and rotation patterns.
* There is a strong potential event day utilization from events and meetings requiring between 20,000-30,000 net sq. ft. of exhibition and/or meeting space.
* By the year 2000, we estimate the total potential number of usage days at the Saint John's County convention center to be approximately 384. Approximately 60% of these utilized between the 20,000-40,000 net sq. ft. of meeting space. Similarly, approximately 20% would require over 10,000 net sq. ft. of meeting space with the remaining 20% requiring less than 10,000 net sq. ft.

INDEPENDENT ANALYSIS OF GROUP NEEDS FOR 600+ ATTENDEES

Dimond Hospitality Consulting Group was retained to assist John Q. Hammons Hotels, Inc. to determine if a market exists for meetings, events, and conventions for groups of 600 or more in Northeast Florida.

The scope of work included research regarding:

A list of groups which hold meetings of 600 or more attendees in the Southeastern United States

A list of hotels capable of servicing needs of the select groups

Select group's average length of stay

Average daily expenditures per attendee

The methodology employed included the review of existing reports and research concerning demand and supply.

Review of the existing reports:

1. WORLD GOLF VILLAGE, INTERNATIONAL GOLF MUSEUM AND HALL OF FAME - MARKET ANALYSIS by Reynolds, Smith & Hills, Inc. - November 8, 1994
2. MARKET SURVEY, WORLD GOLF VILLAGE RESORT HOTEL & THE SAINT JOHN'S COUNTY CONVENTION AND CONFERENCE CENTER by John Q. Hammons Hotels, Inc.

Meeting planners and facility research:

3. HOTELS OVER 350 ROOMS N THE SOUTHEASTERN UNITED STATES by Smith Travel Research, January 12, 1995

4. LIST OF FACILITIES CAPABLE OF SERVICING GROUPS OF 600 OR MORE IN THE SOUTHEAST UNITED STATES - OFFICIAL MEETING FACILITIES GUIDE published by Reed Travel Group - Fall/Winter 1994 Edition

5. LIST OF MEETING PLANNERS WHO BOOKED MEETINGS IN THE SOUTHEAST UNITED STATES DURING 1994 by Sales and Meeting Magazine, January 13, 1995

6. TELEPHONE INTERVIEWS WITH MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CONVENTION AND VISITORS BUREAU AND HOTEL OPERATORS

The conclusions reached by the authors of the reports (Nos. 1 and 2) reviewed appear to be valid.

HOTEL SUPPLY IN THE SOUTHEAST UNITED SATES (Hotels with 350 or more rooms)

	Number of Hotels	Number of Rooms	Average Size
FLORIDA	137	84,647	618
GEORGIA	32	18,479	577
CAROLINAS	25	11,040	441
VIRGINIAS	5	1,941	388
TOTALS	199	116,107	583

SOURCE: Smith Travel Research

MEETING PLANNERS WHO BOOKED MEETINGS AND EVENTS WITH OVER 600 ATTENDEES

Successful Meetings Magazine's data base lists 810 meeting planners who booked meetings and events in the Southeastern United States during 1994. Exhibit 3 lists a profile on each meeting planner.

TELEPHONE INTERVIEWS WITH HOTEL OPERATORS AND MEMBERS OF THE INTERNATIONAL ASSOCIATION OF CONVENTION AND VISITORS BUREAU

A limited number of members of the IACVB and hotel operators were interviewed in order to determine data concerning the average length of stay for groups in this category and daily spending per attendee.

PARTIAL ESTIMATED ECONOMIC IMPACT (HOTELS ONLY) FROM MEETINGS, EVENTS, AND CONVENTIONS OF 600 OR LARGER HELD IN SOUTHEASTERN UNITED STATES DURING 1994

NUMBER OF EVENTS 600 OR LARGER	AVERAGE LENGTH OF EVENT (Days)	TOTAL ATTD. (Days)	AVERAGE SIZE GROUP	TOTAL GUESTS ANNUALIZED
810 Note 1	4 Note 2	3,240	600	1,944,000

AVERAGE DAILY SPENDING PER ATTENDEE $183.39 Note 3

TOTAL ANNUAL SPEND BY GROUPS (HOTELS ONLY) $356,510,160

ESTIMATED TOTAL ECONOMIC IMPACT ON COMMUNITIES FROM MEETINGS, EVENTS AND CONVENTIONS

NUMBER OF EVENTS 600 OR LARGER	AVERAGE LENGTH OF EVENT (Days)	TOTAL ATTD. (Days)	AVERAGE SIZE GROUP	TOTAL GUESTS ANNUALIZED
810 Note 1	4 Note 2	3,240	600	1,944,160

AVERAGE TOTAL DAILY SPEND IN COMMUNITIES PER ATTENDEE $800.00

TOTAL ANNUAL SPENDING BY CONVENTION GROUPS IN THE SOUTHEASTERN UNITED STATES WAS $1.5 BILLION IN 1994

The list of 810 meeting planners who booked events in the Southeastern United States does not represent the total bookings. The list represents only those connected with business and associations who elected to inform Successful Meeting Magazine's data base of their activities. Therefore, it would be difficult to determine what percentage the 810 events represents when compared to the total events booked in the Southeastern United States. Therefore, the financial impact estimate is considered conservative.

It should also be noted that the 1,944,000 annualized meeting days utilized represent only attendees from groups in the 600 or larger category. Therefore it should be realized that this number represents only that particular segments annualized usage of meeting days.

ESTIMATED IMPACT ON AREA HOTEL OCCUPANCY

When groups of 600 or more utilize the SJCC it will be necessary for management to utilize area hotels to accommodate "overflow" guests.

The 300-room World Golf Village Resort Hotel will have to arrange guest accommodations for between 200 and 400 rooms per day at area hotels.

Based on interviews with hotel operators and information received from the IACVB, the SJCC could realistically expect approximately 35 such groups on an annual basis upon market stabilization.

This relates to area hotel supply and demand ratios as follows:

NUMBER OF GROUPS PER YEAR	AVERAGE STAY PER GROUP	AVERAGE GROUP SIZE	ADDITIONAL RMS. REQ'D NEEDED/PER GROUP
35	4	600	200 - 400
Note 3	Note 2		

ESTIMATED OVERFLOW ROOMS REQUIRED ON AN ANNUAL BASIS
28,000 TO 56,000 PER YEAR

CURRENT SUPPLY OF HOTEL ROOMS IN MARKET 791 Note 4

OCCUPANCY GAIN DUE TO OVERFLOW 10%

Source Notes
Note 1 - Successful Meeting Magazine
Note 2 - International Association Convention & Visitors Bureau
Note 3 - Telephone Interviews
Note 4 - Local hotel rooms

FACILITY SIZE DOCUMENTATION

As noted previously, our preliminary results support the market viability of a convention and trade center facility in Saint John's County, Florida. Our specific findings are reiterated below.

* In the convention center facility, with over 40,000 sq. ft. of meeting space, we will provide the most professional means of accommodating and competing in the meetings and event markets.
* Beneficial occupancy percentages decrease as the level of meeting space is either increased or decreased.
* Meeting space of 40,000 sq. ft. in up to 18 meeting and event rooms will accommodate the large majority of potential events.
* Ballroom sq. footage of approximately 30,000 sq. ft. will accommodate the large majority of potential events and will compete with all surveyed competitive facilities with the exception of three in the Southeastern United States. In order to gage the attitudes of meeting planners towards the Saint John's County convention center and area, a total of 60 comparable and competitive facilities were surveyed and a database of over 800 companies and association meeting planners was compiled that held events in Southeastern United States with greater than 600 delegates. The database (Exhibit 3) outlines the recent event trends and patterns in the industry including the increasing number of events, the seasonality of these events, and their regional distributions and various site selection criteria.

The major points raised in our review are as follows:

* Reliance on historical data. In developing estimates of Saint John's County potential meeting market, past event history in the southeast region was used as a base. This procedure might underestimate the affects of a new convention center facility due to the level of events attracted to this region that are on a national rotation basis.

* Segmenting the attendance population of events and meetings was used as a key parameter. We believe that this breakdown of events incorporate and justify the sq. footage requirements for such events in terms of exhibition, meeting and ballroom space. This breakdown is useful in determining the appropriate facility size and parameters and very clearly distinguishes this facility from any other hotel facilities not only in Saint John's County but Northeastern Florida.

A review of comparable and competitive facilities.

* The purpose of this section is to review physical characteristics of facilities which can be considered comparable and/or competitive to the Saint John's County convention center and area. The data accumulated through our surveys has been reviewed to gain a programmatic perspective from which to evaluate the proposed building of the World Golf Village Resort Hotel and Convention Center. In analyzing our existing database of public assembly event information, we have identified a variety of factors that event organizers consider when choosing a particular host city. They include the following:

  * Headquarters hotel and hotel availability

  * Meeting space including ballroom and break out rooms

* Exhibition space
* Parking
* Rental rates
* General building specifications
* Local Attractions
* Shopping
* Climate
* Recreation
* Transportation

A total of over 60 comparable and competitive facilities were surveyed. We surveyed those facilities which were deemed to be some level of competition or comparable to the World Golf Village Resort Hotel and Convention Center. Enclosed are all specifications (Exhibit 2) outlining the comparable data for each of these facilities. The level of convention and trade show activity has continued to increase in markets throughout the country. Facilities have expanded and upgraded in order to capture market share and the associated operating revenue and economic impact. The Saint John's County area will create a significant competitive advantage in marketing this facility due to the World Golf Village, Saint Augustine and the beaches.

Meeting Space. With respect to the sq. ft. of available meeting rooms, Saint John's County has inadequate space. There are no local facilities in which would compare to the World Golf Village Resort Hotel and Convention Center . The importance of providing sufficient state-of-the-art meeting space cannot be underestimated. Event organizers have increasingly placed a premium on such space in selecting host facilities for their events. The World Golf Village Resort Hotel and

Convention Center will offer meeting space that is above industry standards and is competitive in a highly competitive market.

Parking. The availability of adequate parking is an important factor in accommodating local and state conventions, trade shows and public and social activities. It should be noted that a large number of parking spaces available to the World Golf Village Resort Hotel and Convention Center will accommodate all events, and hotel availability. Consistently, one of the most important aspects in attracting large conventions and trade shows is the headquartered hotel and availability of committable hotel space. The convention and trade show market share captured in any city will not expand beyond what the area hotels can accommodate with respect to hotel rooms within a ten-mile radius of the center. It should be noted that the availability of hotel rooms in the Saint John's County area has not increased in recent years. In addition, hotel managers are sometimes reluctant to block off a large amount of rooms for conventions and trade shows. The fear is there will be a loss of their corporate business. We believe this will justify the additional 400 hotel rooms that will be built as a part of the Hammons hotel, plus the resort rental villas and other hotels which will be developed as part of the overall project.

Rental Rates. The stated rental rates charged for exhibition space range significantly depending on the strength of a particular market. In all cases, the stated rates are flexible given the type of event being booked. Rent is charged on a per sq. ft. basis or a per day basis. Per sq. ft. charges ranging $.18 to over $.30 per sq. ft. are more common in dedicated convention and meeting facilities.

General Building. The proposed World Golf Village hotel and convention center will offer a seamless transition from the headquarters hotel into the convention center facilities. The characteristics of this facility are very competitive such floor load capacity, ceiling height, exhibition space, access doors, and a lack of excessive columns and with adequate loading docks and doors.

SUMMARY

Overall, the proposed Saint John's County convention center facilities are well above standards set by comparable and competitive facilities in terms of quality, flexibility and size. In addition, the configuration and accessibility of this space is conducive and efficient in production of large events. This facility will be able to attract larger conventions and trade show events to the Saint John's County area due to the PGA Tour, St. Augustine, the beaches of Ponte Verda and the World Golf Village which will be a demand-generators. At this point in our preliminary analysis, we have developed estimates for a convention center. A convention center proforma indicates a strong potential demand for convention and meeting facilities in the area. The following section of this report identifies the specific facility size and parameters necessary to help capture this meeting and event potential.

Facility Size and Consideration. Based upon the results of the market analysis, we have developed a proposal of the facilities necessary to capture to potential demand for convention and meeting facilities in Saint John's County. This profile focuses on exhibition, meeting and banquet space necessary to provide for a first-class, competitive convention facility.

Meeting Space. Meeting space is a key component of a total convention center facility. The space can be utilized for meetings, seminars and conferences and as well as dining and social affairs. In some cases, the meeting space may be utilized as additional exhibition space. Based on our user survey, all of the potential meetings require some level of meeting room space. The average sq. footage requirements range from 20,000-30,000. The actual sq. footage requirements of the potential events vary considerably. In evaluating the amount of meeting space which should be included in this facility in order to maximize the flexibility of accommodating the greatest number of uses, the sq. footage required to accommodate approximately 80%-90% of the potential national and regional meetings and events has been considered. The following sq. footage levels would be required to

accommodate the percentages indicated. We believe that meeting space ranging from 35,000-40,000 sq. ft. and up to 15 rooms will allow for the accommodation of up to 90% of the meetings and events in 60 competitive and comparable facilities in which we will be competing with. In normal operations of a convention facility, numerous occasions will arise which will demand for meeting space will come from more than one event at the same time period. It is vital that the facility program anticipates this and provides for the necessary space.

Ballroom Space. A ballroom in any public assembly facility serves as one of the most versatile and leasable spaces available. One primary use for the ballroom is in conjunction with exhibit space leased for convention and trade shows. In these cases, the ballroom will be used for large food functions and on occasion for additional exhibition space. The importance of having such a large accessible ballroom cannot be overlooked. This not only distinguishes the properly from all others in the area, but based on our surveys of potential user groups and our industry experience, we have estimated that an average of 75% of all convention and trade show events require ballroom space for large food functions. Our surveys also show that event organizers (Exhibit 4) place a high importance on securing adequate ballroom space. Lack of such space could prevent them from utilizing the facility. As with meeting space, it is important to look at ballroom sizes that can accommodate the majority of events of our comparable and competing facilities. We believe that a ballroom of approximately 30,000 sq. ft. will adequately accommodate the needs of a large majority of the facility's potential events. Well over 80% of the events we surveyed would be accommodated by this level of ballroom space. In today's competitive environment, convention center ballroom space must be comparable to the space offered at most large hotels and facilities dedicated to food functions. In developing banquet space, a convention and trade show facility in Saint John's County, these quality standards are a necessity and should be reflected. Conventions and trade shows are not the only significant sources for ballroom usage. Other events that utilize ballroom space include:

* Governmental organizations
* Local clubs and groups
* Private companies
* Educational groups
* Theatres and music groups
* Religious organizations
* Small exhibit events
* Fund raiser events
* Social

Based on our event organizer surveys, it appears that very few events would not be able to hold their functions in a ballroom of approximately 30,000 sq. ft. As the ballroom area will be utilized for meetings, seminars and conventions as well as for dining and auxiliary exhibit space. It is important that the ballroom is divisible for maximum flexibility, cell-related utilities should be controlled separately (i.e. light, fire safety, acoustics, and environmental controls). Direct access from the atrium and exhibit space is critical as well as the service corridor in the kitchen in order to provide for efficient traffic patterns. Optimal ceiling height in a ballroom is between 25 and 30 feet which includes adequate entrances for people as well as equipment.

ST. JOHN'S COUNTY CONVENTION CENTER

PROFORMA INCOME STATEMENT

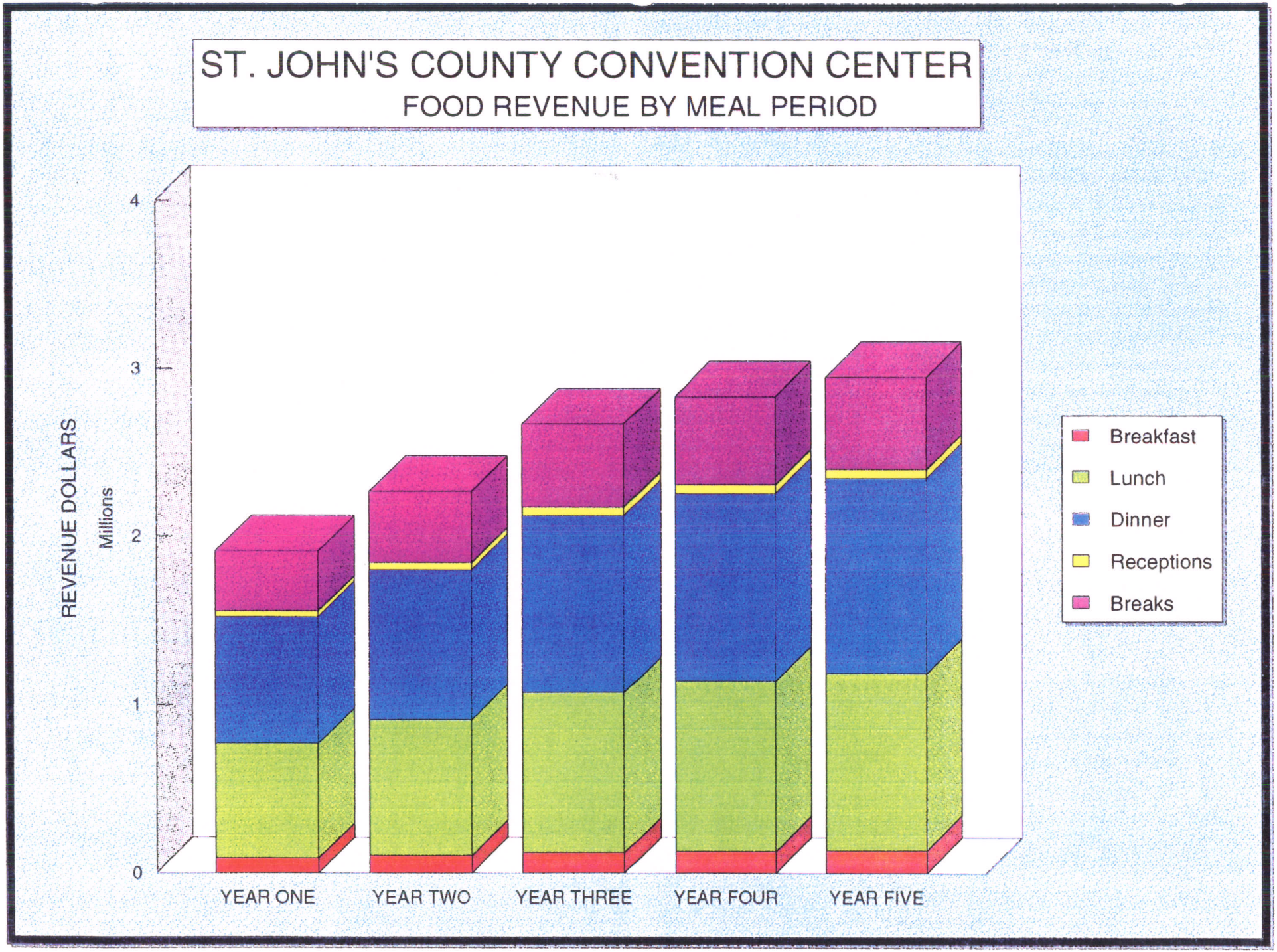
Prepared by: Bill Mead

14-Jan-95

	YEAR ONE Forecast	YEAR TWO Forecast	YEAR THREE Forecast	YEAR FOUR Forecast	YEAR FIVE Forecast	FIVE YEAR PERIOD TOTAL
REVENUES						
FOOD REVENUES						
Breakfast	85,279	100,979	108,319	114,915	119,558	529,051
Lunch	682,571	808,230	866,978	919,777	956,936	4,234,492
Dinner	752,790	891,375	956,168	1,014,398	1,055,380	4,670,111
Receptions	35,514	42,052	45,108	47,855	49,789	220,317
Breaks	356,000	421,539	496,900	527,162	548,459	2,350,060
TOTAL FOOD REVENUE	1,912,154	2,264,174	2,473,473	2,624,108	2,730,122	12,004,030
BEVERAGE REVENUES	303,800	318,990	334,940	450,200	463,256	1,871,185
OTHER INCOME						
Meeting Room Rental	252,000	269,640	288,515	308,711	321,059	1,439,925
Audio Visual Rental	156,720	167,690	179,429	191,989	199,668	895,496
Service Charges	286,823	339,626	371,021	393,616	409,518	1,800,605
TOTAL OTHER INCOME	695,543	776,957	838,965	894,316	930,088	4,135,868
GROSS REVENUES	2,911,497	3,360,121	3,647,377	3,968,623	4,123,466	18,011,084
EXPENSES						
OPERATING EXPENSES						
Food And Beverage Cost of Sales	675,345	789,896	857,650	932,648	969,095	4,224,633
Labor Cost	930,701	1,084,929	1,179,533	1,291,209	1,341,219	5,827,591
Other Expenses	152,972	181,134	197,878	209,929	218,410	960,322
TOTAL OPERATING EXPENSES	1,759,018	2,055,959	2,235,061	2,433,785	2,528,723	11,012,546
GROSS OP. INC.	1,152,479	1,304,162	1,412,316	1,534,838	1,594,743	6,998,538
ENERAL & UNAPPROPRIATED						
Administrative & General	262,035	285,610	277,201	301,615	313,383	1,439,844
Marketing	276,592	260,409	237,080	257,961	268,025	1,300,067
Energy	291,150	336,012	364,738	396,862	412,347	1,801,108
Repairs & Maintenance	174,690	201,607	218,843	238,117	247,408	1,080,665
TOTAL G & U	1,004,466	1,083,639	1,097,861	1,194,556	1,241,163	5,621,685
HOUSE PROFIT	148,013	220,523	314,456	340,282	353,580	1,376,853
LESS: CAP. RESERVE	29,115	67,202	109,421	158,745	164,939	529,422
PROFIT BEFORE T. I. R. I. D.	118,898	153,320	205,034	181,537	188,641	847,431

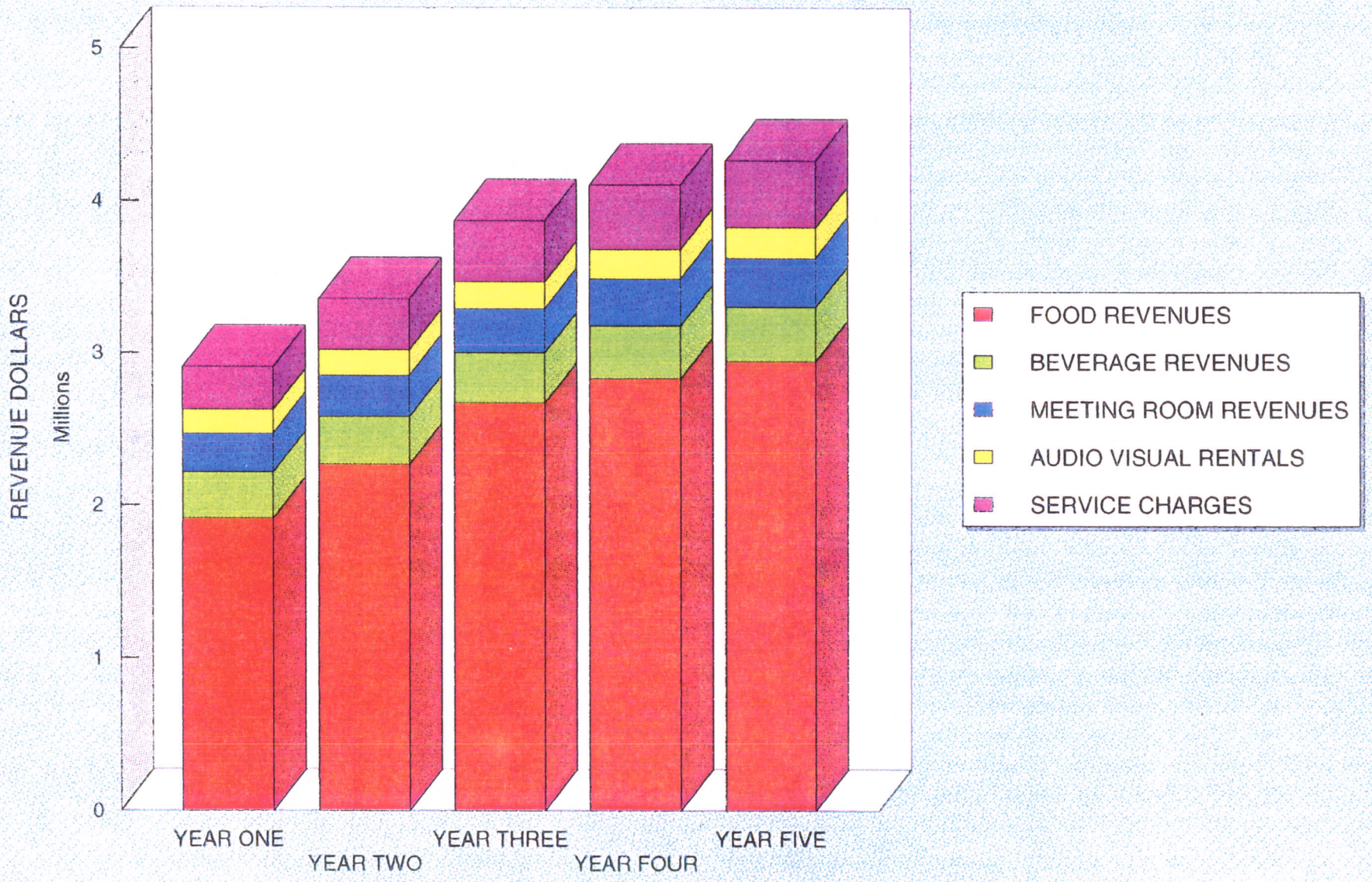
ST. JOHN'S COUNTY CONVENTION CENTER

FOOD REVENUE BY MEAL PERIOD



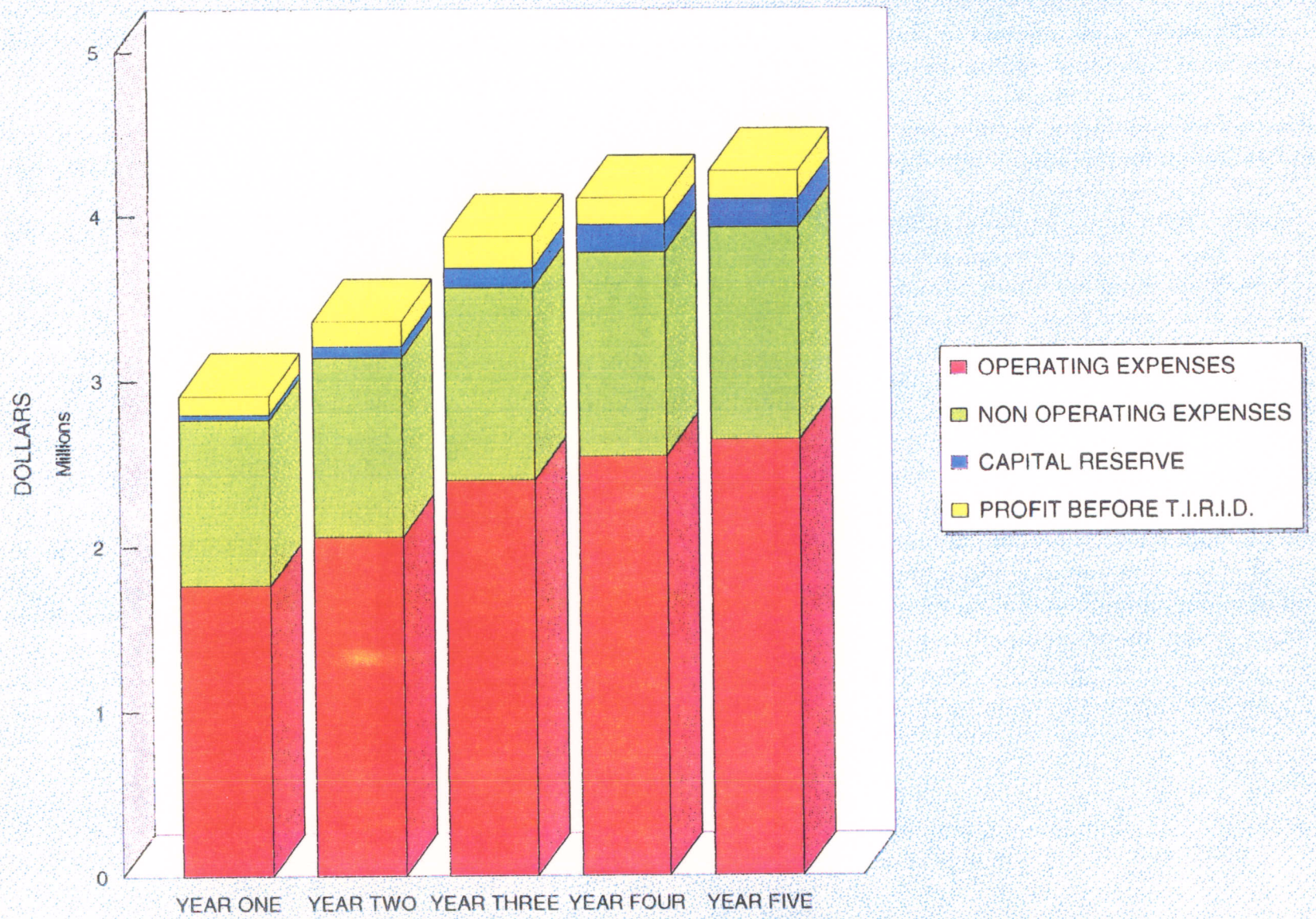
ST. JOHN'S COUNTY CONVENTION CENTER

SOURCES OF REVENUES

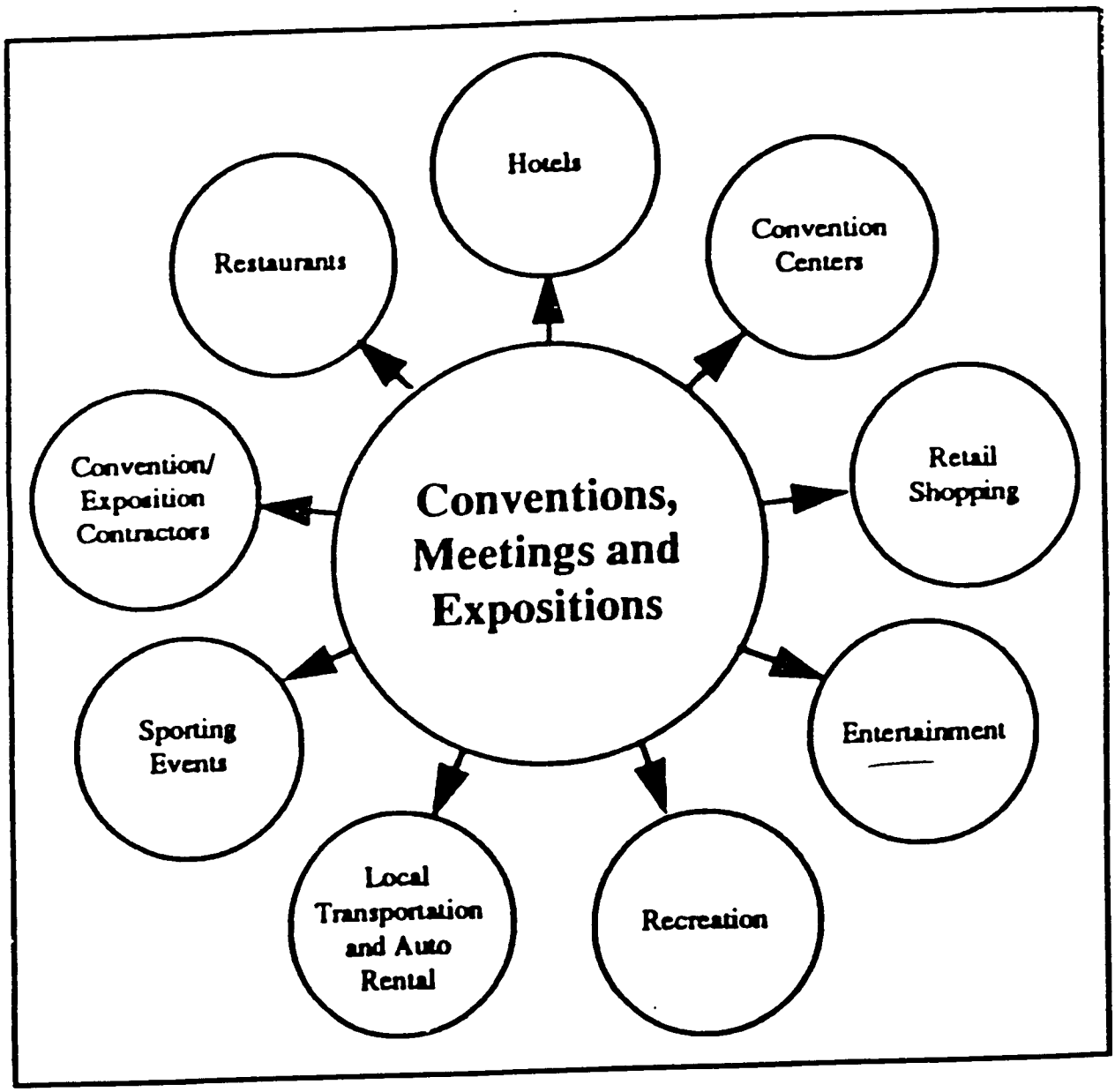


ST. JOHN'S COUNTY CONVENTION CENTER

REVENUE AND EXPENSE COMPARISON



Economic Impact on the Community



Delegate Expenditures

The 1993 study calculates delegate spending for various types of conventions, meetings and expositions. The results reveal significant differences in spending levels between events. The examples listed below illustrate the wide variation in spending levels.

Type	Average Expenditure Per Delegate
Medical	$851
Trade Show	$734
Educational	$625
Social	$561
Veteran	$507
Governmental	$449
Social Service	$418
Religious	$358
Military	$322

Breakdown of Delegate Expenditures

The percentage breakdown of delegate expenditures was compared to the 1985 study by Laventhol and Horwath. The percentage breakdown remained relatively constant with the largest percentage (58%) being allocated towards hotel expenditures.

Breakdown of Delegate Expenditures
All Conventions

Type of Expenditure	Total Expenditures	Daily Expenditures
Hotel Rooms	$294.16	$84.53
Hotel Restaurants	77.25	22.20
Other Restaurants	78.53	22.57
Hospitality Suites	21.11	6.07
Admission to Shows	10.97	3.15
Recreation	5.00	1.44
Sporting Events	2.49	0.72
Sightseeing	9.63	2.77
Retail Stores	82.69	23.76
Local Transport	12.31	3.54
Auto Rental	16.66	4.79
Gasoline	9.19	2.64
Other	18.21	5.21
Total	$638.20	$183.39

Days Per Delegate = 3.48

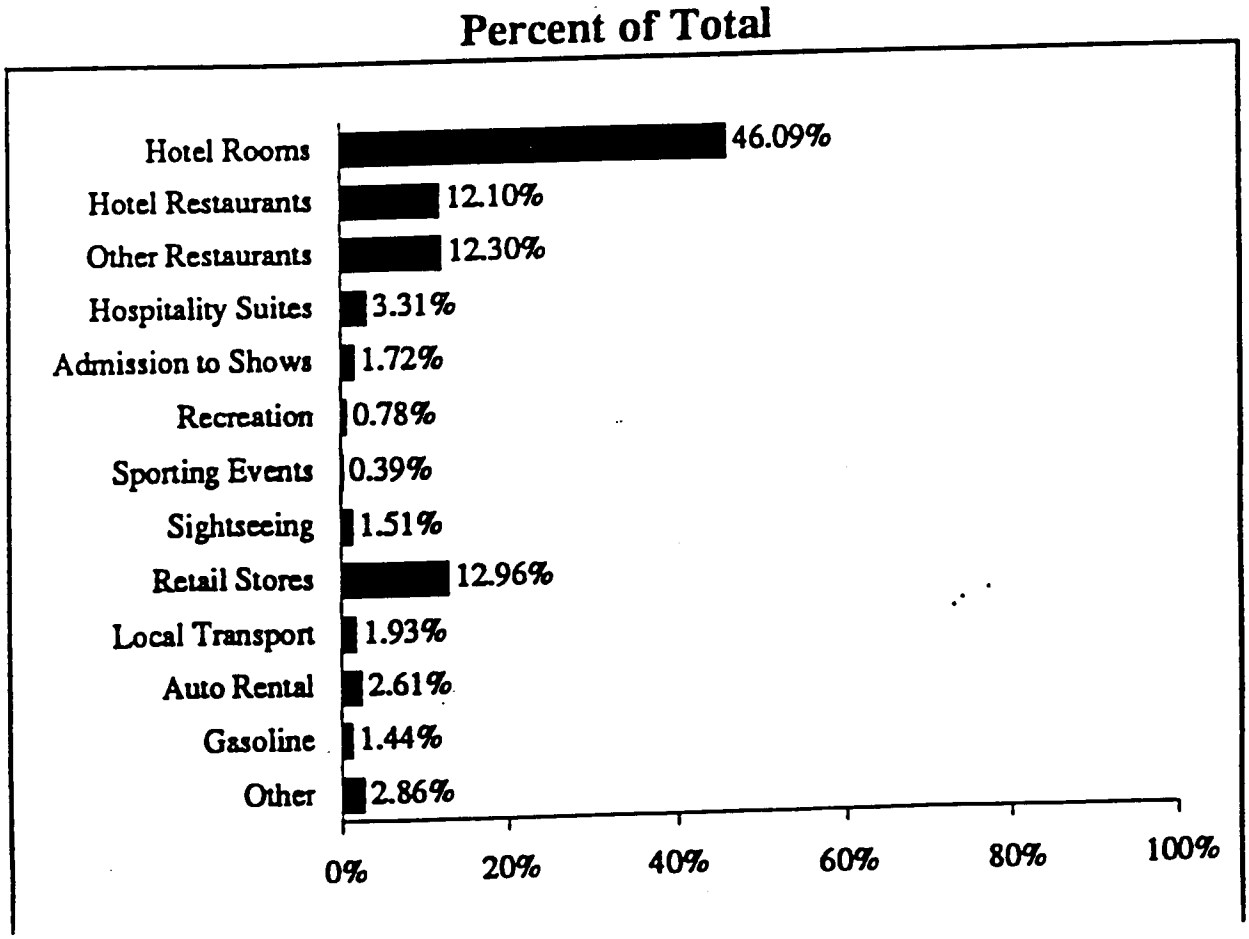


EXHIBIT 1

WORLD GOLF VILLAGE RESORT HOTEL
AND CONVENTION CENTER

AREA FACILITIES

SAINT JOHN'S COUNTY

HOTEL	# ROOMS	TOTAL SQ. FT. MTG. SPACE	SQ. FT. LARGEST ROOM	MAX. # ATTENDEES - RECEPTION	MAX. # ATTENDEES - BANQUETS
World Golf Village Resort Hotel and Conference Center	**300**	**40,200**	**30,000**	**4,275**	**2,500**
Ponte Verda Inn and Club	**200**	**20,000**	**6,237**	**600**	**400**
Marriott at Sawgrass	**525**	**33,000**	**8,000**	**700**	**630**

WORLD GOLF VILLAGE RESORT HOTEL
AND CONVENTION CENTER

AREA FACILITIES

NORTHEAST FLORIDA

HOTEL	# ROOMS	TOTAL SQ. FT. MTG. SPACE	SQ. FT. LARGEST ROOM	MAX. # ATTENDEES - RECEPTION	MAX. # ATTENDEES - BANQUETS
Jacksonville Marriott	256	9,000	6,000	850	500
Ramada Inn Conference Center	152	10,000	3,960	565	320
Ponce de Leon Golf and Conference Center	400	11,500	4,500	640	400
Omni Jacksonville Hotel	354	12,496	6,952	1,000	650
Holiday Inn East and Conference Center	270	17,565	9,156	1,300	900
Holiday Inn Airport North	489	17,800	3,000	425	375
Marina Hotel & Conf. Ctr. at St. John's Place	322	25,000	1,000	1,425	900
Ritz-Carlton Amelia Island	449	42,000	13,348	1,900	1,140

WORLD GOLF VILLAGE RESORT HOTEL
AND CONVENTION CENTER

COMPETITIVE FACILITIES

FLORIDA

HOTEL	# ROOMS	TOTAL SQ. FT. MTG. SPACE	SQ. FT. LARGEST ROOM	MAX. # ATTENDEES - RECEPTION	MAX. # ATTENDEES - BANQUETS
Ritz-Carlton, Naples	463	13,685	10,062	1,000	800
Amelia Island Plantation	550	22,500	10,824	1,100	800
Belleview Mido Resort Hotel	292	28,000	13,000	1,000	800
PGA National Resort and Spa	420	30,500	10,000	1,150	840
Marriott's Harbor Beach Resort	624	36,000	14,900	2,000	1,200
Doral Ocean Beach Resort	420	38,000	11,798	1,250	800
Registry Resort	474	38,000	14,442	1,660	1,229
Disney's Grand Floridian Beach Resort	904	40,000	18,216	3,082	1,500
Walt Disney World Swan	785	40,000	22,264	2,785	1,900
Disney's Yacht & Beach Club Resorts	1,219	48,000	36,004	6,092	2,960
Hilton at Walt Disney World Village	813	48,000	18,101	2,135	1,560
Marriott's Marco Island Resort & Golf Club	735	48,000	9,316	960	870
Turnberry Island Resort and Club	340	50,000	12,096	1,700	1,000
Doral Resort and Country Club	650	60,000	9,470	1,000	790
Saddlebrook Resort Tampa	770	60,000	12,500	1,780	1,025
Hyatt Regency Grand Cypress Resort	750	62,500	24,690	2,700	1,800
Innisbrook Hilton Resort	1,000	65,000	14,000	2,000	1,400
Boca Raton Resort and Club	963	70,000	13,680	1,500	1,000
Grenelefe Golf and Tennis Resort	950	70,000	16,000	2,000	1,500
Buena Vista Palace	1,028	90,000	18,125	2,083	1,530
Marriott's Orlando World Center	1,503	143,000	51,000	6,200	4,200
Walt Disney World Dolphin	1,510	200,000	55,900	9,400	4,500

WORLD GOLF VILLAGE RESORT HOTEL
AND CONVENTION CENTER

COMPETITIVE FACILITIES

GEORGIA

HOTEL	# ROOMS	TOTAL SQ. FT. MTG. SPACE	SQ. FT. LARGEST ROOM	MAX. # ATTENDEES - RECEPTION	MAX. # ATTENDEES - BANQUETS
Evergreen Conference Center and Resort	249	14,000	9,450	1,056	832
Callaway Gardens Resort	791	56,000	10,050	1,500	900

CAROLINAS

Crystal Sands Holiday Inn Crowne Plaza	340	25,000	10,000	1,100	800
Hyatt Regency Hilton Head Resort	505	25,000	18,300	2,500	1,680
Westin Resort, Hilton Head Island	410	25,400	13,200	1,600	1,000
Pinehurst Resort	447	32,000	9,600	1,350	800
Grove Park Inn Resort	510	50,000	17,676	1,865	1,500

VIRGINIAS

Founders Inn and Conference Center	249	22,201	12,876	1,318	1,040
The Cavalier	400	50,000	18,000	2,000	1,200
The Homestead	600	50,000	10,368	1,500	1,000
Williamsburg Hilton & National Conference Center	291	52,000	13,500	1,200	1,100
The Greenbrier	650	70,000	16,128	2,000	1,200

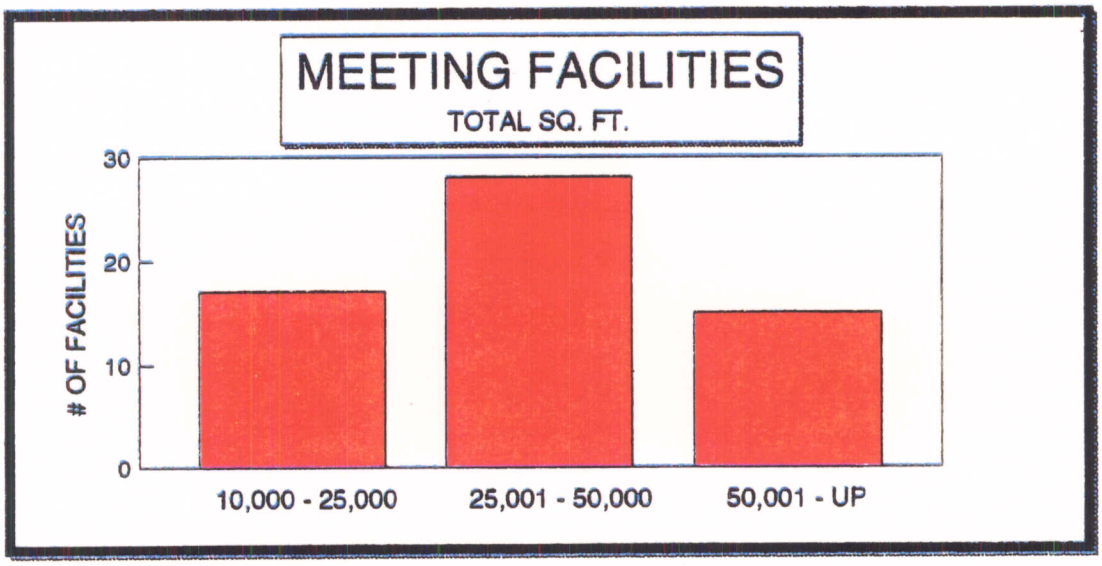
WORLD GOLF VILLAGE RESORT HOTEL
AND CONVENTION CENTER

COMPETITIVE FACILITIES

OTHER

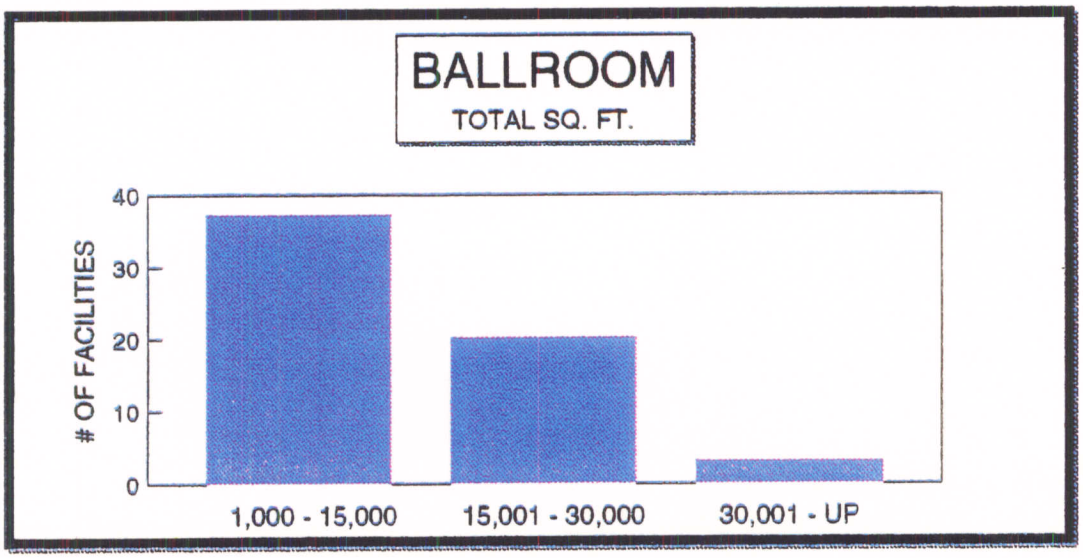
HOTEL	# ROOMS	TOTAL SQ. FT. MTG. SPACE	SQ. FT. LARGEST ROOM	MAX. # ATTENDEES - RECEPTION	MAX. # ATTENDEES - BANQUETS
Marriott's Rancho Las Palmas Resort (CA)	450	20,000	13,224	1,800	1,150
Palm Springs Marquis Hotel & Villas (CA)	264	25,000	9,500	1,350	860
The Scanticon (NJ)	300	25,000	10,000	1,425	825
La Quinta Hotel Golf & Tennis Resort (CA)	640	30,000	17,000	1,700	1,120
Marriott's Camelback Inn Res Golf Club/Spa(AZ)	423	32,000	16,000	2,300	1,600
Stouffer Esmeralda Resort (CA)	560	33,000	15,000	1,820	1,120
Del Lago Resort Hotel & Conf. Ctr. (TX)	376	36,000	15,000	2,140	1,250
Marriott's Mountain Shadows Resort (AZ)	336	36,000	12,500	1,500	1,100
Hyatt Regency Scottsdale Res at Gainey Ranch	493	43,000	14,280	1,800	1,200
Marriott's Desert Springs Resort & Spa (CA)	895	46,000	25,700	3,675	1,980
Palm Springs Riviera Res & Racquet Club (CA)	480	50,000	19,670	3,500	1,500
The Phoenician (AZ)	580	60,000	22,000	2,444	1,870
Pointe Hilton Resort at Squaw Peak (AZ)	576	65,000	10,000	1,500	1,100
Westin Mission Hills Resort (CA)	512	75,000	17,600	2,070	1,800
Pointe Hilton Resort on South Mountain (AZ)	639	85,000	20,000	2,500	2,000

WORLD GOLF VILLAGE RESORT HOTEL AND CONVENTION CENTER



TOTAL FACILITIES:

17	218	15



TOTAL FACILITIES:

37	20	3

EXHIBIT 2

MARRIOTT AT SAWGRASS RESORT

350 Rooms
188 Villas

1000 TPC Blvd., Ponte Vedra Beach 32082. PHONE: (904) 285-7777; (800) 457-GOLF. FAX: (904) 285-0259. KEY PERSONNEL: Scot Hamilton, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel on 16 acres of tropical lagoons and lush tropical vegetation within the 4800-acre Sawgrass Resort. 19 miles from Jacksonville Convention Center and Gator Bowl. 37 miles, 40 minutes from Jacksonville Int'l Airport; airport limo with advance reservation $40, taxi $35, private limo $50. 15 miles, 20 minutes from Craig Field serving private aircraft with a lighted asphalt runway 4000 feet long; taxi $20-25. 40 miles from Amtrak station; taxi $35. Accessible via I-95S to J. Turner Butler Blvd. East, then A1A South for 3½ miles.

ACCOMMODATIONS—Ultra-modern 7-story hotel with 5-story glass atrium houses 350 rooms including 24 suites. All rooms have air conditioning control, phone with message alert, color TV with feature movies, radio, terrace, and mini bar. There are also 166 rooms in villas adjoining hotel and 22 1-, 2- and 3- bedroom golf and beach villas.

DINING/ENTERTAINMENT—The elegant Augustine Room offers gourmet dining 6:30-10PM Mon.-Sat.; entrees from $20. Cafe on the Green is open 7AM-10PM; breakfast $4-7, lunch $5-12, dinner $7-20. The Cabana Club, open Wed.-Sun., serves lunch noon-2PM with entrees $7-15, dinner 6:30-10PM with entrees $15-25; lounge open 11AM-1AM. Cascades Lounge is open Mon.-Sun. 11AM-10PM with live piano music 4-8PM. Champs Lounge has live entertainment 5PM-1AM daily. Room service 7AM-11PM.

SERVICES/FACILITIES/SHOPS—Shopping village with 34 stores. Pro shop in main lobby. Air ticket, car rental, travel agent, local tour desks. Babysitters, day camp, physician. Outdoor parking for 600 cars, valet available.

RECREATIONAL/AMUSEMENT FACILITIES—3 outdoor pools. 2.5-mile beach. 350 acres of stocked lakes. Sailing, scuba, surf casting, deep sea charters. 21 tennis courts; 2 grass courts, 10 clay or hard surface. 99 holes of golf, including TPC Stadium Course; green fees $45-140, cart $34-38.

RATES—European plan, Feb. 21-Jun. 12 1993, Single/Double $145-209. Jun. 13-Sept. 11 1993, Single/Double $105-165. Sept. 12-Dec. 4 1993, Single/Double $125-185. Dec. 5-21 1993, Single/Double $105-165. Tax: 9%. Credit Cards: all major. For Direct Billing: contact mgt. Checks: $50 cashed per day with major credit card.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Eleven meeting rooms are on the main level. Two Executive Board Rooms are on lower level. In addition, Masters Ballroom and Heritage Ballroom each divide into 5. The Commissioners and Governors Board Rooms can each seat 16 around a permanent conference table. All have multiple microphone, phone and electrical outlets, controls for climate, sound, 110/230V 3-phase electricity. Masters Ballroom has complete sound, light and A/V control booth. Additional meeting space available in nearby villas and golf clubhouses.

Exhibits—17,000 square feet of dedicated exhibit space and the 5400-sq.-ft. Island Green Pavilion (opened May 1993) is available.

Name of Room	Masters Ballroom	Heritage Ballroom	Players	Gallery/ Patrons each
Dimensions (LxWxH in feet)	100x80x16	100x40x13	29x40x10	44x25x10
Square Feet	8000	4000	1160	1100
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No	Yes
Capacity Auditorium	700	300	125	40
Classroom	450	200	60	24
U-Shape	NA	NA	30	20
Reception	700	400	80	40
Banquet	630	300	80	30

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA; Portable Stages; Podiums; Stack Chairs; Lighted Lecterns; Bulletin Board; Direction Signs; Name Cards.—*at a charge:* Portable PA; Tape Recorder; A/V Parts; Most Projectors; Screens; CCTV; Blackboards; Easels; Typewriters; Copy Machines.

Supplied by local vendors—Translation Equipment; 70mm/8mm Sound, Opaque, 70mm Slide Projectors.

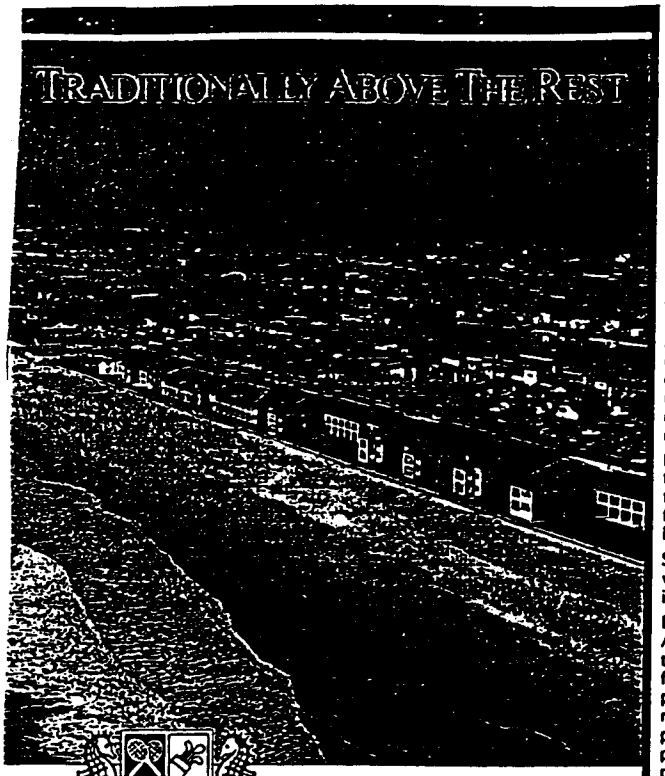
MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Laborers; A/V Operators & Repairmen; Messenger; Stenographer; Photographer; Notary Public; Security; Plumber; Attendee Registration; Tours & Entertainment.

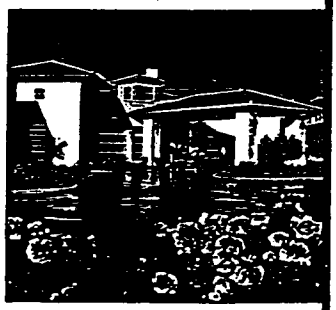
Provided by local vendors—Print Shop; Display Builder; Sign Painter; Musicians; Decorating; Translators.

Florida/palm-studded beaches





Ponte Vedra Inn & Club
Oceanfront Excellence



The Southeast's newest and finest Conference Center awaits you with 20,000 square feet of lavishly decorated meeting space . . . including a crystal chandeliered Grand Ballroom, marble floored lobby and a cherry paneled Executive Board Room.

And we offer much more – 200 luxurious oceanside rooms and suites, 36 holes of championship golf, top ranked tennis, the Fitness Center, Health and Beauty Spa, fine dining overlooking the ocean, and a rich heritage of service since 1928.



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Ponte Vedra Beach, Florida 32082
20 minutes from Jacksonville

PONTE VEDRA INN & CLUB

202 Rooms

200 Ponte Vedra Blvd., Ponte Vedra Beach 32082. PHONE: (904) 285-1111; (800) 234-7842. FAX: (904) 285-2111. KEY PERSONNEL: Dale Haney, V.P./Gen. Mgr.; Andy Radovic, V.P./Sales & Mktg.; Fred Cozby, Dir. of Lodging; Tony Fitzjohn, Jim Ewing, Sales; Jon Leeson, Dir. of Catering.

LOCATION/TRANSPORTATION FACTS—Year-round 210-acre private club and resort on lushly landscaped grounds directly on the Atlantic Ocean. 20 miles southeast of Jacksonville and 20 miles north of St. Augustine. 32 miles, 45 minutes from Jacksonville Int'l Airport; 8-passenger airport bus $20, taxi $50, private limo $125. 15 miles, 20 minutes from Craig Airfield serving private aircraft with a lighted asphalt runway 4000 feet long.

ACCOMMODATIONS—Historic inn, dating from 1928, houses 202 guest rooms and suites. All rooms have air-conditioning control, ceiling fan, color cable TV, radio, oversized beds, hair dryer, bath scales, robes, coffee maker, refrigerator, stocked bar, nightly turndown service, complimentary morning newspaper, balcony or terrace. Non-smoking and disabled guest rooms available.

DINING/ENTERTAINMENT—The Inn Gourmet Room, in an elegant setting, offers a breakfast and dinner menu. The Seafoam room, overlooking the ocean, serves fine continental cuisine. The Florida Room offers casual, family, seaside dining. The Golf club serves lunch daily. Three cocktail lounges. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop, florist, men's and women's clothes stores. Business center. Full service concierge. Dry cleaning, shoeshine.

RECREATIONAL/AMUSEMENT FACILITIES—Private beaches along the Atlantic Ocean. Four pools including heated lap pool. Executive fitness center with Cybex and wide selection of modern exercise equipment. Oceanfront spa (# mm0001481) offering massages, facials, herbal wraps, body polishes. Complimentary aerobic classes, Jacuzzi, steam room, sauna, locker room. 36 holes of championship golf with putting greens, driving range, pro shop, club rental and instruction; green fees $40-50 per day, cart $14 per 18 holes. 15 Har-Tru tennis courts including 7 lighted for night play; pro shop and resident tennis instructor. Bicycle rentals, sailing, horseback riding, deep sea fishing. Complete spouse programs and corporate beach olympics available.

RATES—European plan. Sept.-Nov. 1993. Single/Double $139-159. Dec. 1993-Feb. 1994. Single/Double $89-129. Mar.-May 1994. Single/Double $175-195. Suite rates on request. Tax: 6%. Service charge: Single $7.50, Double $9.50. Check out: noon. Value Seasons: Dec.-Feb. and July-Aug. **For Direct Billing:** contact sales department or comptroller.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Seventeen meeting rooms include nine located within the 20,000-square-foot executive conference center. Cherry-paneled boardroom for VIP groups seats 18.

Name of Room	Ballroom	Terrace	Sand Dollar	Boardroom
Dimensions (LxWxH in feet)	99x63x19	107x35x15	39x25x10	30x25x10
Square Feet	6237	3745	975	750
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity				
Auditorium	500	300	64	NA
Classroom	360	220	48	NA
U-Shape	NA	NA	30	20
Reception	600	250	65	NA
Banquet	400	215	48	NA

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Padded Flex Back Arm Chairs; Writing Pads, Pencils; Portable Stages; Podiums; Dance Floors; Easels.

Supplied by local vendors—Theme Decorations.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* A/V Operators; Security Guards; Notary Public; Photocopiers; Fax Machine.

Provided by local vendors—Photographer; Laborers; Electricians; Carpenters; Musicians; Messenger & Secretarial Services; Tours & Entertainment.

OMNI JACKSONVILLE HOTEL

354 Rooms

245 Water St., Jacksonville 32202. PHONE: (904) 355-6664. FAX: (904) 350-0359. KEY PERSONNEL: Peter Austin, Gen. Mgr.; Bill Mink, Dir. of Mktg.; Susan Mahla, Conv. Svc. Dir.

LOCATION/TRANSPORTATION FACTS—Downtown hotel in the heart of the business/financial district overlooking St. Johns River. Across from Jacksonville Landing shopping. 4 blocks from Prime F. Osborn III Convention Center. One-half mile from Riverwalk. 1½ miles from Gator Bowl. 18 miles, 20 minutes from Jacksonville Int'l Airport; ten 9-passenger airport vans on call $8, taxi $22. 10 miles, 15 minutes from Craig Field and Herlong Airport serving private aircraft; taxi $14. Located 2 blocks west of U.S. 1, ½ mile north of I-95.

ACCOMMODATIONS—Modern 16-story hotel houses 354 oversized guest rooms including 4 suites. All rooms are soundproof and have air conditioning, 2 direct-dial phones with message alert, color TV with free cable, MAX and HBO, AM/FM radio and mini-bar. Omni Club Rooms offer upgraded amenities including a bathroom phone and TV. 50 percent of guest rooms are non-smoking. 16 rooms are handicap-equipped. Groups are preregistered.

DINING/ENTERTAINMENT—Juliette's, an American bistro, offers meals 6:30AM-11PM; the lounge provides cocktails 11AM-2AM with dancing and entertainment some evenings. Room service 6:30AM-1AM.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop. Avis car rental. Laundry and dry cleaning. Indoor self-service parking for 1069 cars and outdoor parking for 320 cars. Valet parking is also available.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor swimming pool. Fitness room. 1 block from St. Johns River with sailing, boating, water skiing. One-half mile from Museum of Science & History. Nearby are several public, semi-private golf courses; green fees from $11 weekdays, $13 weekends.

RATES—Year-round, European plan, Single $139, Double $149. Rates subject to change. Group rates are available upon request. Children under age 17 free in parents' room. Tax: 10.5%. Check out: noon. Video Check out. Check in: 4PM. Group Value Seasons: Dec.-Jan., June-Aug. Credit Cards: American Express, Carte Blanche, Discover, MasterCard, Visa. For Direct Billing: arrange in advance. Checks: $50 cashed with accepted credit card.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Seven meeting rooms are on the second floor. In addition, Florida Ballroom can be divided into 4 sections, Pensacola into 3 and Omni Ballroom and Jacksonville each into 2. All rooms have multiple microphone, phone and electrical outlets and individual controls for climate, sound and 208V, triple-phase electricity. Registration area, check and rest rooms, house and public phones. Separate banquet kitchen.

Exhibits—Florida Ballroom holds 38 8'x10' booths and the Omni Ballroom 10 8'x10' booths. Direct truck access 20' wide, 14' high. Freight elevator with 3500-lb. capacity.

Name of Room	Florida Ballroom	Omni Ballroom	Pensacola	Jacksonville
Dimensions (LxWxH in feet)	120x63x16	55x39x12	47x22x10	26x23x10
Square Feet	6952	2039	1034	598
Floor Number	2	2	2	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity Auditorium	900	225	100	50
Classroom	500	110	60	35
U-Shape	NA	NA	NA	NA
Reception	1000	200	125	50
Banquet	650	150	80	50

MEETING EQUIPMENT:

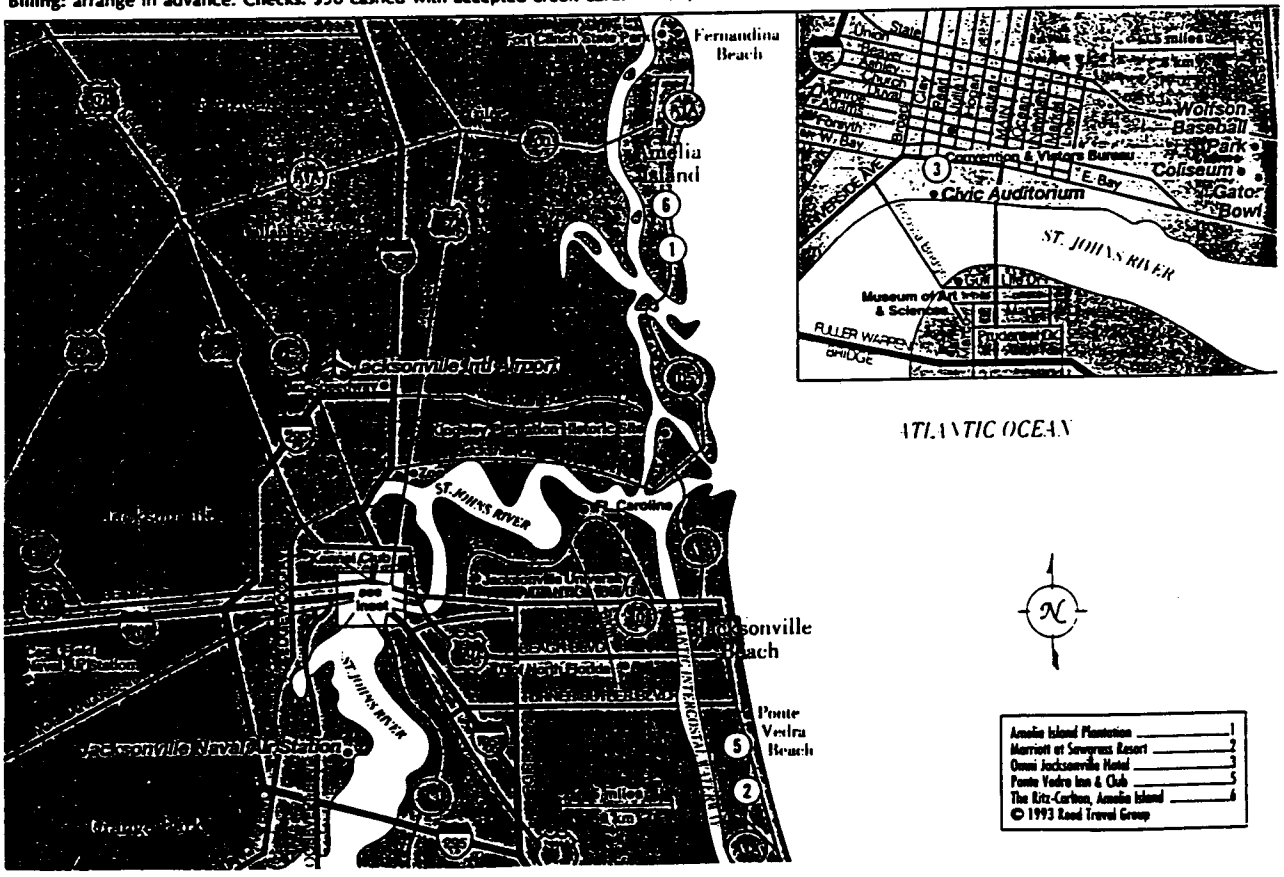
Supplied by the hotel—*at no charge:* Installed PA System; Lectern Microphone; Portable Stages; Lectern with Lights; Podiums; Blackboards; Easels; Cork Boards; Lobby Bulletin Board.—*at a charge:* Projection Screen.

Supplied by local vendors—Portable PA System; Tape Recorder/Player; Portable & Floor Microphones; A/V Parts; All Projectors; Remote Control Cords; CCTV; Typewriters; Duplicating Machines; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician.

Provided by local vendors—Laborers; A/V Operators; Messenger; Stenographer; Photographer; Musicians; Security; Decorating; Attendee Registration; Tours & Entertainment.



LARGEST AREA MEETING FACILITIES
(Ranked by total square feet of meeting space)

Rank	Name	Address/ Telephone	Total meeting space (square feet)	Number of meeting rooms/Size of largest room (square feet)	Maximum meeting capacity/ Maximum banquet capacity (people)	Contact person	Miles from Jacksonville International Airport	Special services available
1	Prime Osborn Convention Center	1000 Water St., 32204/630-4000	78,000	24/10,000	6,000/ 3,000	Pierre Landaiche	15	In-house catering, audiovisual, in-house phone service, computerized diagram of meeting rooms-exhibits-banquets
2	The Ritz-Carlton Amelia Island	4750 Amelia Island Parkway, Fernandina Beach, 32034/ 277-1100	42,000	14/3,348	1,500/ 1,140	Jimmy Stewart	26	Electrician-locksmith, audiovisual technician, notary public, local vendors supply other services
3	Marriott Sawgrass Resort	1000 TPC Blvd., Ponte Vedra Beach, 32082/285-7777	37,500	19/8,000	800/800	Eric Hyde	37	Full theme and recreation department, off-premise catering, wedding packages
4	Morocco Shrine Auditorium	3800 St. Johns Bluff Road S., 32246/642-5200	32,656	3/29,056	3,700/ 2,140	Kay Davis	20	Stage, free parking, flexible space, outside caterers allowed, alcohol permitted
5	Amelia Island Plantation	Highway A1A S., Amelia Island, 32034/261-6161	30,000	21/10,800	800/800	Tom Harmon	29	Full-service meeting-convention facility, on premises audiovisual aids, banquet and catering, entertainment, freight receiving and delivery, notary, business center, security
6	Marina Hotel & Conference Center at St. Johns Place	1515 Prudential Drive, 32207/396-5100	25,000	27/10,000	1,400/ 900	Ray Martin	18	Total 1993 renovation, six meeting suites, on-site audiovisual and exhibit services
7	Tournament Players Club/PGA Media Center	110 TPC Blvd., Ponte Vedra Beach, 32082/273-3344	20,000	6/6,800	450/275	Yvonne Corey	30	Professional conference and special events coordinator on-premises for business seminars, weddings, rehearsals, themes, golf clinics and outings, multimedia equipment available, valet and free parking, fine dining and full food and beverage in-house service
8	Holiday Inn Airport North	I-95 North at Airport Road, 32229/741-4404	17,800	14/3,000	500/375	Mary Taylor	3	Full-service hotel, new convention-meeting-banquet facility, on-premise audiovisual aids, freight receiving, notary, concierge, indoor-outdoor pools, health club, complimentary airport shuttle, tennis, golf nearby
9	Holiday Inn East & Conference Center	5865 Arlington Expressway, 32211/724-3410	17,585	18/9,156	1,000/ 900	Sandy Simmons	18	Amphitheater with projection-sound booth, free parking, free airport shuttle service, one-stop service
10	Ponte Vedra Inn & Club	200 Ponte Vedra Blvd.,Ponte Vedra Beach, 32084/ 285-1111	17,000	17/6,237	500/400	Tony Fitzjohn	31	Professional conference coordinator assigned to each meeting, audiovisual, business center, flex-back conference armchairs
11	Omni Jacksonville Hotel	245 Water St., 32202/355-6664	14,000	18/6,952	900/550	Pamela Jacobs	18	Riverfront, full-service meeting-convention-banquet facility, in-house audiovisual support, Omni Express meeting, wedding consultant, golf-tennis packages, personalized menus
12	Ponce de Leon Golf and Conference Center	4000 U.S. Highway 1 N., St. Augustine, 32095/824-2821	11,500	9/4,500	480/400	Robert Schuster	50	Michael's restaurant, 18-hole golf course, Bogie Lounge, oversized cloverleaf shaped swimming pool, cabana, six all-weather tennis courts, nine-hole pitch and putt, driving range, beach volleyball, horseshoes and shuffleboard
13	Ramada Inn Conference Center	3130 Hartley Road, 32257/268-8080	10,000	10/3,960	500/320	Kris Riffey	35	In-house catering, audiovisual, fax copy machine, The Comedy Zone, lobby piano bar, full-service restaurant
13	University Club	1301 Riverplace Blvd., 32207/398-1667	10,000	5/WND	200/ 600-800	Mark Wolmorte	15	Audiovisual, personalized menus, customized room arrangements, valet parking, party planning
15	Tiger's Eye	One Independent Drive-second floor, 32073/368-8432	9,232	3/4,616	700/600	Marie Moore, Dave Cornevit	15	Full-service catering, full bar, audiovisual and stage equipment
16	Methodist Medical Center	580 W. Eighth St., 32209/768-8291	9,082	9/3,870	310/250	Sheila Britton	15	In-house catering, audiovisual, multimedia theater
17	Jacksonville Marriott	4670 Salisbury Road, 32256/296-2222	9,000	12/6,000	800/500	Jay Waite	23	Indoor-outdoor pools, sauna, fitness facility
18	Embassy Suites Hotel	9300 Baymeadows Road, 32256/731-3555	8,000	8/4,256	350/350	James Bailey	22	In-house catering, audiovisual equipment, full cooked-to-order breakfast, complimentary cocktails at manager's reception
19	Holiday Inn Baymeadows	9150 Baymeadows Road, 32256/737-0207	7,811	8/3,886	500/400	Sallie Kelly	25	In-house restaurant, in-house catering, golf packages, pool, complimentary parking, business center, exercise room
20	Adeste's Sea Turtle Inn	One Ocean Blvd., Atlantic Beach, 32233/249-7402	6,000	8/3,624	450/400	Karen Townsend	30	Discounted airport shuttle service available, complimentary coffee and newspaper daily, golf packages available, in-house catering
21	Ramada Resort	1201 N. First St., Jacksonville Beach, 32250/241-6333	4,735	3/4,000	775/550	Leona Harris, Sandy Matheson	35	All oceanfront guest rooms and dining room, lounge with live entertainment
22	Ramada Inn West	510 Lane Ave. S., 32205/768-0500	4,000	6/1,460	400/200	Gene Kenerly	18	Business center services
23	Holiday Inn Orange Park	150 Park Ave., Orange Park, 32073/264-8613	3,948	5/2,646	300/285	Jeanne Plummer	32	Food and beverage service, audiovisual equipment, videoconferencing
24	Days Inn North	1057 Broward Road, 32218/757-0660	3,700	3/3,300	300-350/ 250	Frank Lian	7	Restaurant, pool, laundry, catering, HBO-Cable TV, bus and truck parking, handicap rooms
25	Days Inn Oceanfront Resort	1031 S. First St., Jacksonville Beach, 32250/249-7231	3,384	4/3,120	350/300	Dodie Jones	30	All oceanfront rooms, complimentary hospitality room, full service, notary, banquet prices within budgets

This list was compiled from questionnaires from a spokesperson for each facility and information from the Jacksonville and its Beaches Convention and Visitors Bureau. Only facilities designed for meetings or conventions were eligible for inclusion. Skyways Inn-Airport and the Ramatch American Club may have qualified for listing but questionnaires or telephone calls were not returned. WND - would not disclose.

Researched by Constance Dixon

SADDLEBROOK RESORT

770 Rooms

5700 Saddlebrook Way, Wesley Chapel 33543. PHONE: (813) 973-1111. FAX: (813) 973-1312. KEY PERSONNEL: Dick Boehning, Exec. V.P. & Gen. Mgr.; Mark Marker, V.P. of Sales; John Spitz, Dir. of Conf. Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round 480-acre golf and tennis resort 15 miles north of Tampa. 33 miles, 40 minutes from Tampa Int'l Airport; airport limo service. Private aircraft can use Topp of Tampa Airport 5 minutes away. Access via I-75 exit 58 on State Rd. 54 then east one mile.

ACCOMMODATIONS—A total of 770 guest rooms includes 500 one- and two-bedroom suites. Meeting & Conventions' Gold Key Award winner 1992. Each suite has air conditioning control, direct-dial phone, color cable TV with remote control, mini-bar, dressing room, balcony/terrace, doors accepting wheelchairs, refrigerator, stove, living room and dining room.

DINING/ENTERTAINMENT—The Little Club, Cypress Room and Little Club Patio are open for casual American and international cuisine. Polo Lounge offers dancing and entertainment. Little Club Lounge, Little Club Patio and Poolside Bar serve cocktails and snacks. Room service.

SERVICES/FACILITIES/SHOPS—Gift, golf and tennis shops. Concierge desk. Conference Service Center. Car rental. Summer children's program and babysitter available. Valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—300,000 gallon Superpool complex with water volleyball and basketball, racing lanes, children's area, heated whirlpools, Pool Bar and Snack Shack. Fitness Center with steam, sauna and exercise rooms complete with Nautilus equipment and massage, billiards, backgammon and darts. Harry Hopman/Saddlebrook Int'l Tennis school with 45 outdoor courts, 5 lighted, with pro shop. 36-holes of golf designed by Arnold Palmer, with pro shop and instruction. World Headquarters Arnold Palmer Golf Academy. Bicycle and fishing equipment rental. Spouse programs.

RATES—European plan, Sept. 15 1993-Jan. 14 1994, Room $145, Suite $175-260. Jan. 15-Apr. 1994, Room $190, Suite $220-325. Extra person $20. Tax: 8%. Checkout: noon. **Credit Cards:** all major accepted. **For Direct Billing:** contact accounting department. **Checks:** $50 cashed per day with approval.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—60,000 sq. ft. of function space includes Pegasus Ballroom which can be divided into 10 sections. Lagoon Pavilion seats 500 people for banquets. The 12,500-sq.-ft. Royal Palm Ballroom can be divided into 9 sections. Executive boardroom seats 24 people in upholstered swivel chairs. Rooms are equipped with controls for climate, sound, lighting, and electricity.

Name of Room	Royal Palm Ballroom	Pegasus Ballroom	Pegasus South	Boardroom Two
Dimensions (LxWxH in feet)	71x176x16	110x70x16	54x54x26	49x22x10
Square Feet	12,500	7700	2916	1120
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No	No
Capacity				
Auditorium	1800	1200	400	130
Classroom	790	440	170	60
U-Shape	NA	NA	50	35
Reception	1800	1200	400	120
Banquet	1150	600	270	NA

MEETING EQUIPMENT:

Supplied by the hotel—Portable & Floor Microphones; Projection Screens; Overhead, 16mm Sound, 35mm Slide Projectors; A/V Parts; CCTV Equipment; Adjustable Podiums; Portable PA System; Cassette Tape Players; Video Tape Players; Remote Control Cords; Conference Chairs; Blackboards; Easels/Tablets; Pens, Pencils; Typewriters; Duplicating Machines; Lobby Directional Boards; Individualized Direction Signs; Name Cards/Holders; Spotlights; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Labor; Locksmith; A/V Operators & Repairmen; Secretarial; Notary Public; Photographer; Carpentry; Plumber; Security; First Aid; Attendee Registration; Tours & Entertainment.

Provided by local vendors—Stenographer; Print Shop; Display Builder; Translators; Musicians; Sign Painter; Decorator.

INNISBROOK HILTON RESORT 1000 Units

U.S. Hwy. 19 South, Tarpon Springs 34689. Mailing address: P.O. Box 1088, Tarpon Springs 34688-1088. PHONE: (813) 942-5560; Reservations in U.S. and Canada (800) 456-2000. FAX: Sales Office (813) 942-5578. KEY PERSONNEL: Linda Vulcanoff, VP Sales.

LOCATION/TRANSPORTATION FACTS—Golf and tennis resort on 1000 acres of pine-wooded hills, surrounded by sparkling blue lakes and citrus groves. 20 miles, 40 minutes from Tampa Int'l Airport; limo $18. 23 miles, 45 minutes from St. Petersburg/Clearwater Int'l Airport.

ACCOMMODATIONS—27 lodges house 1000 suites with living rooms and kitchens. Meetings & Conventions' Gold Key Award winner 1978-1991. All have air conditioning control, color TV, phone with message alert, radio, heat lamp and balcony or patio.

DINING/ENTERTAINMENT—Three clubhouses include Sandpiper, Copperhead, and Island Clubhouse. Toscana features Italian specialties in the Island Clubhouse. Copperhead Clubhouse offers casual dining in a golf clubhouse setting featuring steaks, chops and ribs. Sandpiper offers a selection of regional seafood and shellfish. The Hacker's Pub offers breakfast and lunch. Snack bars also available. Seasonal nightly entertainment. Prices subject to change. Room service 7AM-midnight.

SERVICES/FACILITIES/SHOPS—On-premises sundries, newsstand, beauty and barber shops, gift and book shops. Avis car rental counter. Babysitters, day camp, house physician. Staff fluency: French, German, Spanish.

RECREATIONAL/AMUSEMENT FACILITIES—Six heated outdoor pools. 3 golf courses offer a total of 63 holes; pro staff headed by Jay Overton. Golf Institute Program available. 15 all-weather tennis courts, several are lighted; ball machines. 3 air-conditioned racquetball courts. Fully equipped exercise room for men and women. Aerobics. 6-mile jogging trail. Basketball, cycling, fishing, volleyball. Off-premises sports by arrangement.

RATES—European plan, average Suite rates per night, Sept. 1-15 1993, $70-80. Sept. 16 1993-Jan. 4 1994, $90-100. Jan. 5-Mar. 31 1994, $139-149. MAP $44, FAP $55 plus $5.25 per person per night service charge and applicable tax. State tax: 7%. Resort tax: 3%. Check out: noon. Check in: 3PM. **Credit Cards:** American Express, Carte Blanche, Choice, Diners, Discover, MasterCard, Visa. **Checks:** $100 cashed.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—The Conference Center Complex is comprised of Harstan, Tamarron and Carnelian centers. Harstan and Tamarron each contain a large ballroom and 20'x36' stage, projection booth and sound/light systems. 11 seminar rooms subdivide into 29. Seminar Room offers 608 sq. ft. and seats 70 for receptions. All meeting rooms have separately controlled systems for climate, sound and 120/210V 2-phase electricity. The Carnelian Center divides into 2 ballrooms and has 30'x50' stage and 10,000-sq.-ft. pre-function area.

Exhibits—Each hall accepts 54 8'x10' booths for exhibits.

Name of Room	Carnelian Center	Harstan/ Tamarron ea.	3-Section Seminar Rm.	2-Section Seminar Rm.
Dimensions (LxWxH in feet)	140x100x20	115x72x16	55x32x8	38x32x8
Square Feet	14,000	8280	1760	1184
Floor Number	Ground	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	2000	1200	175	125
Classroom	1500	700	140	80
U-Shape	NA	NA	NA	NA
Reception	2000	1500	200	150
Banquet	1400	700	140	80

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA; Projection Rooms; Lecterns; Podiums; Stack Chairs; Blackboards; Platforms; Risers; Easels; Cork Boards; Writing Pads; Bulletin Board; Direction Signs.—*at a charge:* Portable, Floor Microphones; Screens; Remote Control Cords; Tape Recorders; Overhead, 35mm Projectors; Spotlights; Full Production Facilities include Video Cameras, Monitors & Recorders; Duplicating Machines; Translation Equipment; Typewriters; Name Cards/Holders; Trucks.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Conference Center Concierge Facility; Messengers; Notary; First Aid.—*a; a charge:* Printer; Photographer; Carpenter; Sign Painter; Painter; Plumber; Electrician; Locksmith; Laborers.

PGA NATIONAL RESORT & SPA

335 Rooms
85 Cottage Suites

400 Ave. of the Champions, Palm Beach Gardens 33418. PHONE: (407) 627-2000; (800) 633-9150. FAX: (407) 622-0261. KEY PERSONNEL: John R. Korpi, CHA/Mng. Dir.; Bill Lynch, Dir. Sales; Jodi Cross, Mktg. Mgr.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel overlooking a 26-acre sailing lake and surrounded by 5 tournament golf courses in the heart of the 2340-acre PGA National development. Home of the PGA of America. 10 miles north of West Palm Beach. 8 miles from West Palm Auditorium. 15 miles north, 20 minutes from Palm Beach Int'l Airport; limo and taxi. 12 miles, 20 minutes from Amtrak station; taxi and car rental. 2 miles west of I-95 on PGA Blvd., ½ mile west of Florida Tpke. off Palm Beach Gardens exit 109.

ACCOMMODATIONS—Modern 4-story, 3-wing complex houses 335 rooms including 59 1-2BR suites with 5 Executive suites and 1 Presidential suite. All rooms have air conditioning, direct-dial phone with message alert, color TV, AM/FM radio, mini-bar, furnished balcony/terrace. Suites have bar area. 85 cottage suites feature 2 bedrooms, 2 baths, living room, full kitchen and dining area.

DINING/ENTERTAINMENT—Explorers gourmet restaurant serves dinner 6-10PM. The casual Citrus Tree indoor/outdoor cafe provides service 6:30AM-3PM. Colonel Bogey's, specializing in Italian fare and light spa cuisine, is open 5:30-10PM. Legends Lounge, with a scenic panorama of the lake and fairways, is open 5PM-midnight. The 19th Hole, with big screen TV, is open 11AM-7PM. The Breakaway Sports Pub & Eatery, a poolside recreation bar, serves tropical drinks, snacks, sandwiches 11AM-1AM.

SERVICES/FACILITIES/SHOPS—Business Center with facsimile, word processor and laser printer, personal computers and secretarial services. Parking for 1200 cars.

RECREATIONAL/AMUSEMENT FACILITIES—The Spa features 6 "Waters of the World" mineral pools, massages and fitness consulting. 51,800-sq.-ft. of fitness facilities include Nautilus and cardiovascular equipment, 5 racquetball courts, aerobics classes and lap pool. 5 tournament 18-hole golf courses include an Academy of Golf, Nicklaus/Flick Golf School. 19 Har-Tru tennis courts, 12 lighted. 5 croquet courts. 26-acre lake with sailing and sand beach. Children's activities.

RATES—European plan, 1993: Apr. 17-May 22 and Sept. 26-Dec. 23, Single/Double $190-225, Suite $300-700, Cottage $290. May 23-Sept. 25, Single/Double, $95-125, Suite $175-450, Cottage $225. Extra person $30. Golf packages, MAP on request. Tax: 9%. **Credit Cards:** all major.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-one meeting rooms on the lobby level include 3 ballrooms and over 30,500 sq. ft. of space. Rooms range from the PGA Grand Ballroom seating 850 for banquets, to a tiered classroom-style seminar theater with fixed seats for 60, to a wood-panelled Executive Board Room for 12. All have climate controls, sound, electricity, state-of-the-art A/V. Down/track lighting, remote control sound. Truck access.

Name of Room	PGA Grand Ballroom	British Open Ballroom	Canterbury Room	Muirfield Room
Dimensions (LxWxH in feet)	135x74x20	90x49x16	54x37x11	40x30x10
Square Feet	10,000	4410	2000	1200
Floor Number	Lobby	Lobby	Lobby	Lobby
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	1200	450	210	110
Classroom	700	240	132	72
U-Shape	NA	NA	50	34
Reception	1150	510	230	140
Banquet	840	320	150	80

MEETING EQUIPMENT:

Supplied by hotel—*at a charge through in-house A/V Co.*—All PA Systems; Tape Recorders; Phonographs; Microphones; Translation Equipment; A/V Parts; Rear Screen, Overhead, 70mm/16mm/8mm Sound, Film Strip, Opaque, 70mm/35mm Slide Projectors; Screens; Remote Control Cords; Projection Room; CCTV Equipment; Portable Stages; Lighted Lecterns; Podiums; Stack Chairs; Blackboards; Easels/Tablets; Cork/Flannel Boards; Pads, Pens, Pencils; Typewriters; Duplicating Machines; Lobby Board; Direction Signs; Name Cards; Truck.

MEETING SUPPORT SERVICES:

Provided by local vendors—Electrician; Locksmith; Laborers; A/V Technicians; Messenger; Stenographer; Notary; Print Shop; Sign Painter; Plumber; Musicians; Guards; Decorator; First Aid; Registration; Tours.

DORAL RESORT AND COUNTRY CLUB

650 Rooms

4400 N.W. 87th Ave., Miami 33178. PHONE: (305) 592-2000; (800) 22-DORAL. KEY PERSONNEL: Joel Paige, Gen. Mgr.; Peter Miller, V.P. Sales; Sylvia Davis, Credit Mgr.; Jeffery J. Clough, Food & Bev. Dir.

LOCATION/TRANSPORTATION FACTS—Self-contained golf and tennis resort on a 2400-acre estate dotted with lakes. 10 miles, 20 minutes from downtown Miami. 7 miles, 15 minutes from Miami Int'l Airport; 12-passenger super shuttle $11 per person, taxi $15. 12 miles, 20 minutes from Opa Locka Airport; taxi $20. 10 miles, 20 minutes from Seaboard Coastline railway; taxi $15. Highway access N/S from I-95 and Sunshine State Parkway via Palmetto Expressway (State Route 826) and E/W Expressway (State Route 836). Helicopter landing area.

ACCOMMODATIONS—Complex of 8 modern three- and four-story lodges rimming the golf course comprises 650 rooms including 58 suites. All rooms have air conditioning, direct-dial phone with message alert, color TV, bathroom phone, dressing room, oversized conversation area, balcony and refrigerator. Groups can be pre-registered.

DINING/ENTERTAINMENT—Provare Italian Restaurant is open for an executive luncheon buffet Mon.-Fri. 11:30AM-2:30PM and dinner 6-10:30PM. Sandpiper is open for dinner. Rousseau's with entertainment is open 5PM-2AM. The Staggerbush Bar and Lawn Grill is open 11:30AM-7PM. Champions Restaurant is open 6:30AM-midnight. Pool Bar is open 10:30AM-5:30PM.

SERVICES/FACILITIES/SHOPS—Variety of shops. Car rental agency. Conference business services include secretarial services, copying, facsimile and messages. Babysitters. Physician on call. Outdoor valet parking $8.95 overnight. Complimentary self-service parking.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor pool. Lakes stocked with bass. 15 tennis courts, 4 lighted. 5 championship 18-hole golf courses, a 9-hole par 3 beginners course and 3 putting greens. Adjacent to Doral Saturnia Int'l Spa Resort.

RATES—European plan, May 23-Oct. 16 1993, Single/Double $70-150, Suite $190-375. Oct. 17-Dec. 19 1993, Single/Double $205-270, Suite $310-635. Dec. 20 1993-Jan. 8 1994, Single/Double $210-295, Suite $340-795. Jan. 9-Apr. 2 1994, Single/Double $250-355, Suite $400-960. Two children under age 17 free in parents' room. Tax: 12%. Service charge 17%. Check out: noon. Credit Cards: American Express, Carte Blanche, EnRoute, MasterCard, Visa. For Direct Billing & Checks: arrange in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-five meeting rooms, equipped with portable walls, provide 35 meeting rooms concentrated in 2 wings of main clubhouse and in the adjacent Executive Lodge. All have controls for air conditioning, sound, music, and 110V 1-phase electricity, courtesy phones and multiple electrical/microphone outlets. Separate banquet kitchen.

Name of Room	Ballroom	Pavilion	The Palms South	The Palms North
Dimensions (LxWxH in feet)	62x86x19	116x93x13	64x52x11	53x53x9
Square Feet	9470	10,788	3328	2809
Floor Number	Lobby	Lobby	Conf. Ctr.	Conf. Ctr.
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity				
Auditorium	1100	1400	366	350
Classroom	655	760	160	160
U-Shape	NA	NA	NA	NA
Reception	1000	1150	346	300
Banquet	790	850	230	270

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Tabletop or Standing Podiums; Padded Stack Chairs; Arm Chairs in some rooms; Writing Pads, Pens, Pencils.—*at a charge through in-house A/V:* Tape Recorders/Players; Rear Screen, Overhead, Sound Projectors, Film Strip, Opaque, 35mm Slide Projectors; Projection Screens; A/V Replacement Parts; CCTV Cameras, Monitors, Recorders & Spotlights; Computer Equipment.

MEETING SUPPORT SERVICES:

Provided by local vendors—Messenger Service; Stenographer; Notary Public; Print Shop; Photographer/Photo Shop; Carpentry Shop; Display Builder; Sign Painter; Paint Shop; Plumbers; Electricians; Locksmith; Laborers; Musicians; A/V Operators & Repairmen; Security Guards.

DORAL OCEAN BEACH RESORT

420 Rooms

4833 Collins Avenue, Miami Beach 33140. PHONE: (305) 532-3600; (800) 22-DORAL. KEY PERSONNEL: Christopher C. Perks, Exec. VP/ Doral Hotels & Resorts; Robert Langenstein, Dir. of Sales; O.F. Duarte, Conv. Svcs.; Gina Levine, Credit Mgr.

LOCATION/TRANSPORTATION FACTS—Year-round resort on the ocean, 10 miles, 15 minutes from business center 13 miles, 20 minutes from Miami Int'l Airport; continuous 12-passenger Super Shuttle $11, taxi $17. 15 miles, 25 minutes from Opa Locka Airport; taxi $25. Private dock for all size craft. Access via I-95, Airport Expressway (112) and EW Dolphin Expressway (St. Rd. 836) and NS Palmetto Expressway (St. Rd. 826)

ACCOMMODATIONS—An 18-story glass tower comprising 420 rooms includes 125 suites and 2 roof-top presidential suites. All rooms have air conditioning, color TV, refrigerator, radio, direct-dial phone with message alert and dressing room. Groups are pre-registered

DINING/ENTERTAINMENT—Alfredo the Original of Rome offers a panoramic view of Miami and a relaxed decor for fine dining and cocktails. Doral Cafe is open for all meals. Seabreeze is open poolside for grills, salads and light fare. Oceanview Lounge offers cocktails and gourmet snacks. The Sandbar serves tropical drinks poolside or oceanside. Down Stairs at Doral disco features music and dancing. Seasonal 24-hour room service.

SERVICES/FACILITIES/SHOPS—Shopping arcade includes beauty shop, gift shop and fashion boutiques. Babysitters. Physician. Multilingual staff. Indoor and outdoor valet parking for 400 cars, $9 per night.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor pool. Saturnia Fitness Center. 300-ft. sandy beach. Doral's Aqua Sports Club with windsurfing instruction, equipment. Hobie catamaran sailing, scuba diving certification training, snorkeling and wave riding. Private marina with rentals for 80-ft. yacht. 2 all-weather lighted tennis courts. Resort transportation to 5 championship 18-hole PGA golf courses. Par 3 beginners course at Doral Resort & Country Club.

RATES—European plan, May-Dec. 19 1993, Single/Double $120-200, Suite $240-800. Dec. 20 1993-Apr. 1994, Single/Double $225-300, Suite $355-800. May-Dec. 19 1994, Single/Double $120-200, Suite $240-800. Two children under 17 free in parents' room. Tax: 11.5% Service Charge: 17%. Check out: noon. **Credit Cards:** all major. **For Direct Billing & Checks:** arrange with credit mgr.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twelve meeting rooms, centrally located on mezzanine and lobby levels, divide into 18. All have controls for sound, music, climate and electricity, courtesy phones, multiple microphone and 110/220V single and triple-phase electrical outlets. Separate banquet kitchen. Freight elevator has 5000-lb. capacity, 5'x7' door, floor area 40 sq. ft.

Exhibits—80 8'x10' booth capacity; access 5' wide, 7' high; loading platform door 30' wide, 8' high. Utilities: power outlets.

Name of Room	Mediterranean	Starlight Roof	Regency	Spanish Suite
Dimensions (LxWxH in feet)	183x59x15	111x63x15	86x36x15	93x28x8
Square Feet	11,798	6216	3120	2500
Floor Number	Lobby	Rooftop	Lobby	Mezzanine
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	Yes
Capacity				
Auditorium	1300	500	320	295
Classroom	800	350	225	129
U-Shape	NA	NA	90	70
Reception	1250	600	250	210
Banquet	800	400	150	155

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Podiums; Lecterns; Padded Stack Chairs; Blackboards; Cork Boards; Writing Pads, Pens, Pencils; Lobby Bulletin Board.—*at a charge:* Duplicating Machines; Facsimile Machines; Easels.

Supplied by local vendors—Reel & Cassette Tape Recorders; Rear Screen, Overhead, 16mm/8mm Sound, Film Strip, Opaque, 35mm Slide Projectors; Projection Screens; Flannel Boards; Typewriters; Name Cards/Holders; Truck/Van; Closed Circuit TV Cameras, Monitors, Recorders, Spotlights.

MEETING SUPPORT SERVICES:

Provided by local vendors—Messenger Service; Stenographer; Notary Public; Print Shop; Photographer/Photo Shop; Carpentry Shop, Display Builder; Sign Painter; Paint Shop; Plumbers; Electricians; Locksmith; Laborers; Musicians; A/V Operators & Repairmen; Security Guards.

HYATT REGENCY GRAND CYPRESS RESORT

750 Rooms

One Grand Cypress Blvd., Orlando 32836. PHONE: (407) 239-1234; (800) 233-1234. FAX: Sales Office (407) 239-3837. KEY PERSONNEL: Jack Hardy, Regional VP/Mng. Dir.; Tony Meek, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort in the 6080-km/1500-acre self-contained Grand Cypress Resort development in Lake Buena Vista area, 6km/4 miles from both EPCOT Center and Walt Disney World. 10km/6 miles from Orlando/Orange County Civic Center. 24km/15 miles from Orlando's business district. 23km/14 miles, 20 minutes from Orlando Int'l Airport; shuttle $12.50, taxi $30. Three blocks from I-4.

ACCOMMODATIONS—Contemporary 18-story atrium hotel houses 750 rooms. All have air conditioning control, direct-dial phone with message alert, color TV with feature movies, ceiling fan, radio and balcony. Regency Club floor features private elevator key, concierge, Continental breakfast, health club membership and other special amenities. Some suites have wet bar. Groups are pre-registered.

DINING/ENTERTAINMENT—La Coquina restaurant features gourmet French nouvelle cuisine. Hemingways, a Key West-style specialty restaurant perched atop a rock grotto, offers fresh seafood. Cascade Grill main dining room features an 11-m./35-ft. waterfall and serves breakfast, lunch and northern Italian cuisine for dinner. The Palm Cafe buffeteria offers casual dining. White Horse Saloon features prime rib and free range-chicken.

SERVICES/FACILITIES/SHOPS—Gift shop. Jewelry shop. Concierge. Business Center. Day care center. Multilingual staff.

RECREATIONAL/AMUSEMENT FACILITIES—2300m/½ acre free-form outdoor pool. 80km/21-acre lake with canoes, sailboats, paddleboats. 305m/1000-ft. sand beach. Health club with sauna, steam, massage. 12 tennis courts include 8 clay courts and 6 lighted for night play. 45-hole Jack Nicklaus designed golf course. Nature preserve for jogging and hiking. Recreational center with pitch-n-putt 9-hole course, shuffleboard, racquetball. Antique trolley cars run throughout the property. Equestrian center. Camp Hyatt Grand Cypress and Rock Hyatt.

RATES—European plan, fall and winter, Single/Double $205-420. Summer, Single/Double $175-350. Suite $450-2100. Tax: 10%. Children under age 18 free in parents' room. Groups accepted all year. **Credit Cards:** American Express, Carte Blanche, Diners, Discover, MasterCard, Visa.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Hotel offers 62,500 sq. ft. of space which consists of a 25,000-sq.-ft. Grand Cypress Ballroom divisible into 8 rooms, a 16,600 sq. ft. Exhibit Hall and 18 conference rooms ranging from 450-2500 sq. ft. There are also 74 parlor suites. Major meeting rooms have multiple microphone/phone/electrical outlets, controls for climate, sound and electricity. Access via elevators, stairs. Separate entrance. Direct truck access.

Exhibits—Regency Hall offers 16,600 sq. ft. for 93 2mx3m/8'x10' or 3mx3m/10'x10' booths. Complete utilities.

Name of Room	Grand Cypress Ballroom	Palm Room	Poinciana	Magnolia
LxWxH in Meters LxWxH in Feet	63x37x5 208x120x16	18x13x4 59x43x12	19x8x3 63x26x10	20x8x3 64x25x10
Area Meters/Feet	2321/24,960	236/2537	152/1638	149/1600
Floor Number	Ground	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	3500	360	230	235
Classroom	1500	175	96	90
U-Shape	NA	NA	NA	NA
Reception	2700	225	180	180
Banquet	1800	150	120	120

MEETING EQUIPMENT:

Supplied by the hotel—*at a charge:* Installed PA System; One Lectern Portable & Floor Microphone per meeting room; Lecterns; Projection Rooms; Stages; Podiums; Blackboards; Cork Boards; Easels/Tablets; Projection Screens; Bulletin Board; A/V Equipment.

Supplied by local vendors—Portable PA System; Tape Recorder/Player; Translation Equipment; Beeper and Cellular Phones; All Projectors; Remote Control Cords; CCTV Equipment; Typewriters; Duplicating Machines; Location Signs; Name Cards.

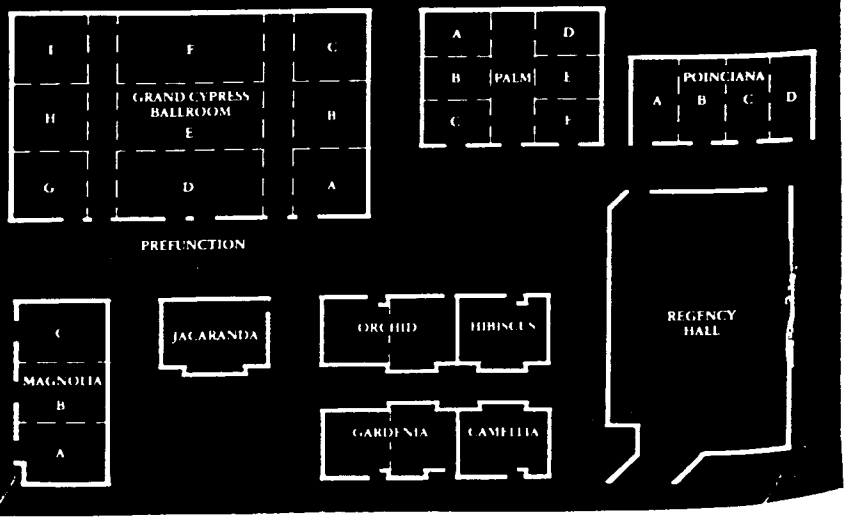
MEETING SUPPORT SERVICES:

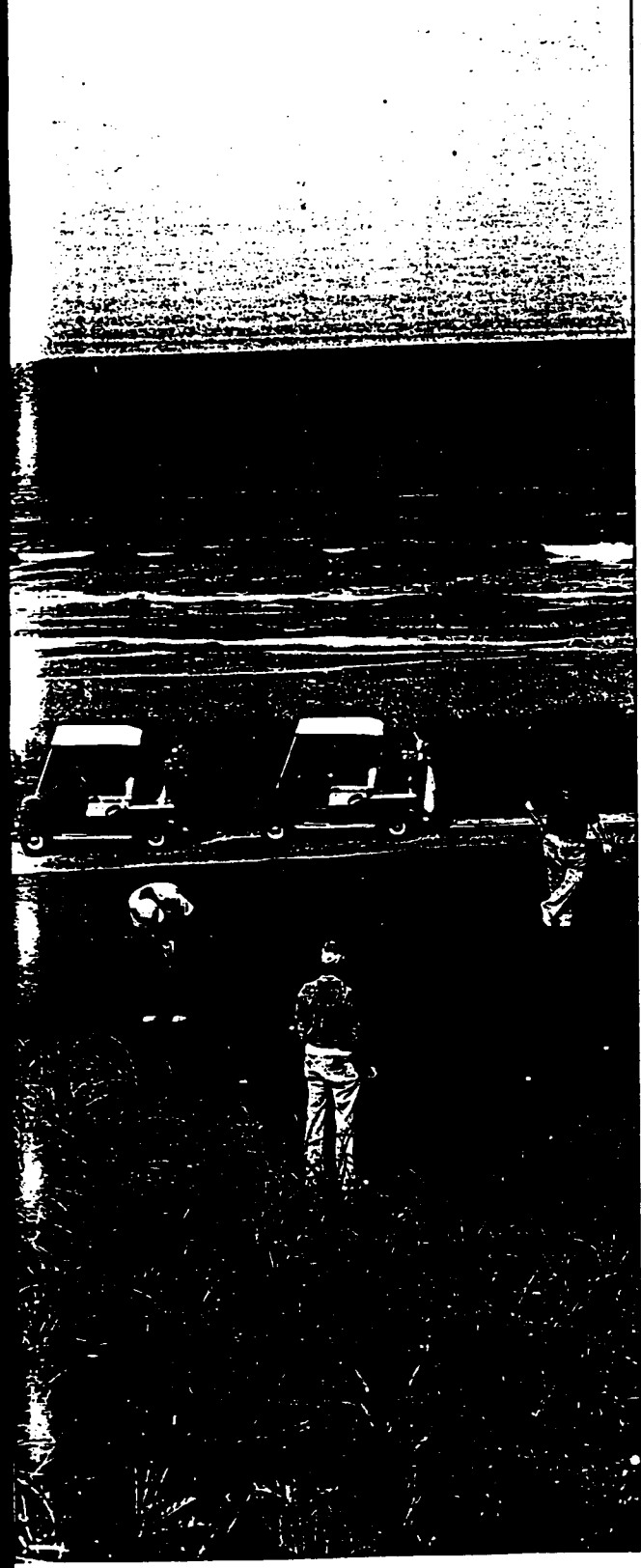
Provided by the hotel—*at a charge:* Notary Public; Electrician; Carpenter; Plumber.

Provided by local vendors—Laborers; A/V Technicians; Messenger; Stenographer; Printer; Photographer; Translators; Sign Painter; Musicians; Security; Decorator; First Aid; Registration; Tours/Entertainment.

HYATT
REGENCY
GRAND CYPRESS ®







BELLEVIEW MIDO RESORT HOTEL

292 Rooms

25 Belleview Blvd., P.O. Box 2317, Clearwater 34617. PHONE: (813) 442-6171; (800) 237-8947. FAX: (813) 443-6361. KEY PERSONNEL: Jeff Martin, Gen. Mgr.; Oliver L. Kugler, Dir. Sales/Mktg.; Todd Dixon, Conv. Svcs. Mgr.; Mike Meza, Credit Mgr.

LOCATION/TRANSPORTATION FACTS—Year-round golf resort on 20 acres, high on a bluff overlooking Clearwater's intracoastal waterways on Florida's west coast, 3km/2 miles from Clearwater beaches. 29km/18 miles, 30 minutes from Tampa Int'l Airport; 12-passenger courtesy car by reservation, Direct Connection $20 per person. Access via U.S. 60.

ACCOMMODATIONS—Gabled Victorian 4-story hotel, listed on the National Register of Historic Places, houses 292 rooms including 40 suites. All rooms have air conditioning, phone with message alert, color cable TV, radio and mini bar. 5 rooms have balcony. 5 rooms are equipped for the disabled. Groups can be pre-registered.

DINING/ENTERTAINMENT—Terrace Cafe, with indoor/outdoor seating, serves American and Continental cuisine for all meals; lunch and dinner from $15. Madame Ma's serves Chinese cuisine 11:30AM-2:30PM and 4-9:30PM; dinner $9-15. Cabana Club Restaurant, with views of the Gulf of Mexico, serves seafood and steak for lunch and dinner with entrees $9-15; free transportation. Lounges include: Terrace Bar, open 11:30AM-2AM with piano music; Cabana Club, open 11:30AM-9:30PM; St. Andrew's Pub, Candlelight Bar; Bay Breeze Poolside Bar. Room service 7AM-11PM.

SERVICES/FACILITIES/SHOPS—Seven shops with Gallery Mido art selections. Car rental. Business services at a fee include copier, facsimile, secretarial services, computers, private offices. Babysitters. Staff fluency: Japanese, Spanish. Free valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—200,000-gallon outdoor pool with Jacuzzi and children's pool. 4 all-weather red clay tennis courts with pro; $15 per hour. Spa and Fitness Club include indoor pool, whirlpool, aerobic and fitness equipment, lockers, showers, sauna, men's and women's spa, massages, facials, manicures and body treatments. 18-hole par 72 golf course at Belleview Mido Country Club; free transportation. Fresh and salt water fishing. Bicycle rentals. Daily historic tour.

RATES—European plan. Jan. 16-Apr. 1993, Single $115-185, Double $180-205, Suite $325-445. May-Sept. 1993, Single $95-145, Double $140-165, Suite $240-345. Oct. 1993-Jan. 1994, Single/Double/Suite $120-370. Extra person $20. Tax: 10%. Check out: noon. **Credit Cards:** all major. **For Direct Billing:** submit application. **Checks:** for balance of bill only.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twelve meeting rooms are on the lobby level. All rooms have controls for climate, courtesy phones, 110/220V phase electricity with multiple electric, microphone and phone outlets. Permanent stages in Starlight and Belleair Rooms. Additional breakout rooms available. Banquet kitchen, registration areas, check room, rest rooms, phones.

Exhibits—Starlight offers 409 sq. m/4400 sq. ft. for 125 8'x10' booths. Two truck ramps, 2 elevators.

Name of Room	Tiffany	Starlight	Belleair
LxWxH in Meters LxWxH in Feet	52x23x6 173x76x20	28x14x7 95x46x22	16x13x4 54x42x12
Area Meters/Feet	1209/13,000	409/4400	204/2200
Floor Number	Lobby	Lobby	Lobby
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	No	No	No
Capacity Auditorium	1200	500	200
Classroom	800	300	150
U-Shape	NA	140	70
Reception	1000	600	200
Banquet	800	320	150

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed and Portable PA Systems; One Microphone; One Projection Room; Lecterns; Easels; Pads & Pencils; Lobby Bulletin Board; Individualized Direction Signs.—*at a charge:* Additional Microphones; 16mm Sound, 35mm Slide Projectors; Projection Screens; Reel and Cassette Tape Recorders/Players; Overhead Projector; Typewriters; Xerox; Name Cards/Holders; Truck/Van.

Supplied by local vendors—Audio/Visual Replacement Parts; Rear Screen, 8mm Sound, Film Strip, Opaque Projectors; CCTV Equipment.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Stenographer; Notary Public; Photographer; Carpenter; Display Builder; Sign Painter; Paint Shop; Plumbers; Electricians; Laborers; Musicians; Audio/Visual Operators; Security Guards.

Given ample notice hotel can order additional equipment from vendor.

HILTON AT WALT DISNEY WORLD VILLAGE

813 Rooms

1751 Hotel Plaza Blvd., P.O. Box 22781, Lake Buena Vista 32830. PHONE: (407) 827-4000; Sales (407) 827-3838. FAX: (407) 827-6380. KEY PERSONNEL: James F. Haughney, Gen. Mgr.; Phil Valerio, Dir. of Sales; Larry Luteran, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel, an Official Walt Disney World Hotel, on 23 acres in Walt Disney World Village. Free transportation to the Magic Kingdom, EPCOT Center and Disney-MGM Studios. 7 miles from Orange County Civic Center. 18 miles, 25 minutes from Orlando Int'l Airport. 22 miles, 40 minutes from Orlando Executive Airport for private aircraft. Located within Walt Disney World resort.

ACCOMMODATIONS—Ultra-modern 10-story hotel houses 813 guest rooms including 26 elegantly appointed suites. Rooms have state-of-the-art telephone system. Micro-computer controlled elevators speak to guests.

DINING/ENTERTAINMENT—American Vineyards serves American regional specialties and American wines 6-10:30PM with entrees $16-26. Benihana, a Japanese Steakhouse, offers cocktails and dinner daily from 5PM-11PM, entrees $12-25. County Fair Restaurant complex serves breakfast, lunch, dinner and a late-night menu 6:30AM-1AM with entrees $3.45-14.50; County Fair Terrace offers light snacks outdoors 6AM-1PM. Rum Largo serves burgers and cocktails pool-side in season. John T's Plantation Bar is open 11AM-1AM.

SERVICES/FACILITIES/SHOPS—Sundries shop, jewelry shop, clothing for men and women. Adjacent to Walt Disney World Shopping Village. Full service business center. Concierge desk provides information and tickets to local attractions. Staff physician on call. Babysitters; special Vacation Station Kids Hotel offers supervised activities and holiday theme parties for children ages 4-12. Free outdoor parking.

RECREATIONAL/AMUSEMENT FACILITIES—Two outdoor pools. Health club and outdoor spa. 2 lighted tennis courts. Tickets for Magic Kingdom, Epcot Center, and Disney-MGM Studios may be purchased in hotel. Golf on 5 Walt Disney World championship courses nearby. Complimentary transportation provided.

RATES—Year-round, European plan, Single/Double $135-240, Suite from $359. Extra person $20. Children free in parents' room. Tax: 10%. Check out: 11AM. **Credit Cards:** American Express, Carte Blanche, Diners, MasterCard, Visa.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-nine meeting rooms are located on the first 2 floors, including a Grand Ballroom with 18,000 sq. ft. that can be divided into 8 salons. Adjacent to the Grand Ballroom is the International Ballroom with 3 salons. All rooms have individual controls for climate and electricity.

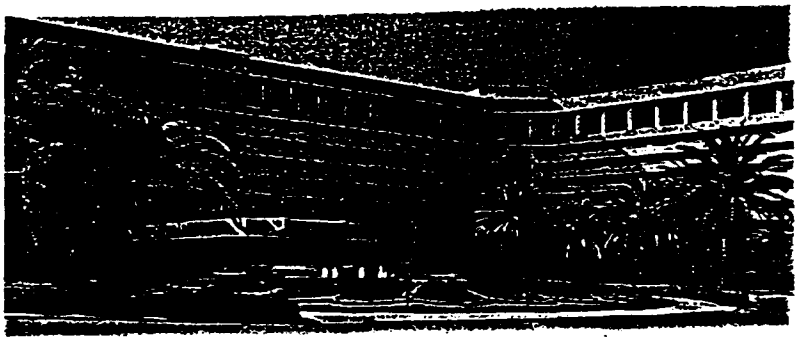
Name of Room	Grand Ballroom	International Ballroom	Camelia/ Dogwood	Crystal Room
Dimensions (LxWxH in feet)	179x103x20	150x79x16	69x21x8	44x27x10
Square Feet	18,101	11,850	1449	1188
Floor Number	Ground	Ground	2	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity Auditorium	2350	1500	144	125
Classroom	1283	810	66	60
U-Shape	NA	NA	54	NA
Reception	2135	1350	130	125
Banquet	1560	1030	110	100

MEETING EQUIPMENT:

Supplied by local vendors—*in-house A/V company:* Portable PA System; Tape Recorder/Player; Lectern; Portable and Floor Microphones; Translation Equipment; A/V Replacement Parts; Rear Screen, Overhead, 70mm/35mm/16mm/8mm Sound, Film Strip, Opaque, 70mm/35mm Slide Projectors; Projection Screens; Remote Control Cords; CCTV Equipment; Lecterns; Portable Stages; Padded Metal Stack Chairs; Blackboards; Easels/Tablets; Pads, Pens, Pencils; Typewriters; Duplicating Machines; Name Cards/Holders; Direction Signs; Bulletin Board; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by local vendors—*through Catering and Convention Services:* Electrician; Laborers; A/V Operators & Repairmen; Messenger; Stenographer; Notary Public; Print Shop; Carpenter; Photographer; Sign Painter; Translators; Musicians; Security Guards; Decorating Service; First Aid; Attendee Registration; Tours & Entertainment.



MEETING HERE CAN MAKE A WORLD OF DIFFERENCE.

- *The difference between a good meeting and a great meeting is the Hilton at Walt Disney World® Village. Because we're in the ideal place to blend business and pleasure successfully. We've also been recognized for our reputation as an outstanding business and convention hotel. So for your next meeting, count on Hilton to make all the difference in the World.*
- *A true convention hotel within the Walt Disney Village Resort Area.*
- *52,000 square feet of boardrooms, ballrooms and breakout rooms. 813 rooms and 26 suites.*
- *Preferred access to five nearby Disney championship golf courses.*
- *Free transportation to all Walt Disney World attractions including The MAGIC KINGDOM® Park, EPCOT® Center and Disney-MGM Studios Theme Park.*
- *Several swimming pools, tennis courts and a health club with spa.*
- *Excellent catering and banquet capabilities in an elegant environment. Also offering themed parties and specialty events guaranteed by the Hilton reputation.*
- *A full service business center with fax, phone, copier, a/v capabilities just about everything you'd need in an office away from home.*
- *A concierge floor, dedicated exclusively to Hilton guests.*

Hilton at Walt Disney World® Village

Contact your nearest Hilton National Sales Office, Hilton Direct 1-800-321-3232 or the Director of Sales at the Hilton (407) 827-4000, Fax (407) 827-6380.

WALT DISNEY WORLD SWAN

758 Rooms

1200 EPCOT Resorts Blvd., Lake Buena Vista 32830. PHONE: (407) 934-3000; Reservations (800) 248-SWAN. FAX: (407) 934-4499. KEY PERSONNEL: Michael W. Sansbury, Mng. Dir.; Bryan Guillot, Dir. Mktg.; Catherine T. Allen, Dir. Sales.

LOCATION/TRANSPORTATION FACTS—Year-round resort on 150 acres located within Walt Disney World Resort complex on Crescent Lake. Connected to EPCOT Center via walkways and lagoons. Adjacent to Disney-MGM-Studios Theme Park. 9 miles, 11 minutes from Orlando/Orange County Convention Center. 19 miles, 21 minutes from Orlando business district. 28 miles, 30 minutes from Orlando Int'l Airport; courtesy car on call, airport shuttle $12.50, taxi $35, town car $48. 16 miles from Amtrak station. Hotel is located off I-4 West at Exit 26-B.

ACCOMMODATIONS—Fantasy resort incorporating turquoise and coral wave designs, including two striking swan statues atop the hotel, consists of a main 12-story section and two 7-floor wings. Hotel offers 758 rooms including 64 suites. All rooms have air conditioning, direct-dial phone with message alert, color TV with feature movies, radio, dressing room, refrigerator, mini bar. 267 rooms have balcony. Suites have VCR, stereo. 8 rooms are handicap-equipped. Groups can pre-register.

DINING/ENTERTAINMENT—Palio, a casually elegant restaurant, features Italian-style cuisine for dinner. Garden Grove, with its casually elegant 3-story atrium setting, serves American style cuisine for all meals and features fine steak dinners. Splash Grill offers light sit-down meals as well as take-out foods. Lounges include the Lobby Court and Kimonos, an Oriental lounge with sushi bar and Karaoke entertainment. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—All service shops. Business services through in-house vendors include fax and copier, typing, telecommunications equipment, business machine rentals, packing/shipping, themed parties, transportation. National Car Rental. Babysitters, Camp Swan for youths. Staff fluency: French, Japanese, Spanish. Free outdoor parking for 650 cars.

RECREATIONAL/AMUSEMENT FACILITIES—One-half acre free-form pool with waterfall and slide. 200-yard white sand beach on Crescent Lake. Fitness Center with sauna. 8 lighted all-weather tennis courts. Orientation and architecture tours. 18-hole golf sites at Walt Disney World Resorts, Magnolia, Palm, Lake Buena Vista, Osprey Ridge and Eagle Pine courses; green fees at each $70/day. Free scheduled transportation within resort.

RATES—European plan, Sept.-Dec. 18 1993, Single/Double $225-310, Suite $310-1600. Dec. 19-31 1993, Single/Double $250-335, Suite $335-1600. Jan.-Feb. 12 1994, Single/Double $230-285, Suite $315-1600. Feb. 13-Mar. 1994, Single/Double $255-300, Suite $340-1600. Extra person $20. Tax: 10%. Check out: 11AM. **Credit Cards:** all major. **Checks:** $100 cashed with I.D.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Fourteen meeting rooms are on the ground level. In addition, Swan Ballroom can divide into 10. Eagle boardroom is fully equipped and seats 20. All have controls for climate, sound, 120/220V electricity with multiple outlets. Separate entrance, banquet kitchen, registration area, rest rooms, phones, storage. Teleconferencing arranged. Direct truck access via doors 10' wide, 14' high.

Name of Room	Swan Ballroom	Mockingbird	Pelican	5 Meeting Rooms
Dimensions (LxWxH in feet)	184x121x22	63x40x16	63x41x16	44x24x11
Square Feet	22,264	2560	2583	1056
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	2500	255	285	90
Classroom	1350	150	180	54
U-Shape	NA	54	60	42
Reception	2785	315	320	135
Banquet	1900	150	180	60

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge*: PA Systems; Portable Stages; Podiums; White Boards/Reader Boards; Door Cards; Easels; Cork Boards; Signs. *—at a charge:* Tape Recorder; Portable/Floor Microphones; A/V Parts; Projectors; Screens; Remote Control Cords; VCR; Video Camera; Computer Monitor/Projectors; CCTV; Lighted Lectern; Flipcharts; Name Cards.

Supplied by local vendors—Translation Equipment; Computer; Truck.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge*: Electrician; Locksmith; A/V Technicians; Notary; Carpenter; Plumber; Security Guards.

Provided by local vendors—Messenger; Stenographer; Printer; Display Builder; Laborers; Musicians; Decorators; Tours; Florist; Photographer.

Discover

WALT DISNEY WORLD

Bringing Magic to Meetings

■ A fantasy setting with professional service and plenty of perks.

Orlando's Walt Disney World Resort brings to mind enchanting fairy-tale characters, warm Florida sunshine and a variety of fantasy amusement parks, hotels and recreational activities. By offering personalized meeting services, renovated meeting facilities and a wide range of convention extras, Walt Disney World Resort in Florida has become a top meeting destination.

Meeting Facilities and Services

Walt Disney World Resort's three new convention facilities—Disney's Yacht and Beach Club Resorts, Disney's Grand Floridian Convention Center and Disney's Contemporary Resort Convention Center—have tripled Walt Disney World owned-and-operated convention space, now more than 230,000 square feet of meeting space.

Disney Account Services Managers work closely with meeting planners, helping in all areas such as custom designing parties, creating communications programs and planning transportation strategies. Disney exclusives include specialty merchandise featuring company logos on popular Disney items and Disney Management Seminars, which share Disney's secrets of service and people management.

Theme Parties

Known by film and television producers as the "world's largest backlot," Walt Disney World offers many imaginative settings for private events. Disney-MGM Studios Theme Park, a working studio, features unique backgrounds for theme parties such as a Tinseltown Party on Hollywood boulevard or a Broadway Review on a New York street. Typhoon Lagoon, Disney's 56-acre water park, can be the setting for a clam bake at a surfing beach party. And any reception can be enlivened with a themed show or a parade of Disney characters.

Special Group Values

Between meetings, attendees can take advantage of special arrangements such as advance tee times at Disney's five championship golf courses and early admission to Disney theme parks. Groups can also save money with discount group ticket admissions and free Disney transportation.

WALT DISNEY WORLD DOLPHIN

1510 Rooms

1500 EPCOT Resorts Blvd., P.O. Box 22653, Lake Buena Vista 32830. PHONE: (407) 934-4290. Reservations (800) 227-1500. FAX: (407) 934-4880. Operated by ITT Sheraton. KEY PERSONNEL: Tom Bewley, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort and comprehensive convention hotel in the heart of the Walt Disney World Resort, situated between EPCOT Center and the Disney/MGM Studios, 10 minutes from Typhoon Lagoon, Pleasure Island and Magic Kingdom. 10 miles, 15 minutes from Orlando Civic Center. 25 miles from Orlando's business center. 20 minutes from Orlando Int'l Airport; bus every 30 minutes $12.50, $9.50 for children age 4-14, taxi $38, private limo $103.50. 18 miles, 25 minutes from Amtrak; taxi $25, private limo $103.50. Hotel is 2 miles southwest of intersection of I-4 and State Rte. 536.

ACCOMMODATIONS—Modern 27-story triangle, with a colorful facade featuring two 55-ft. dolphins rising from the roof and a waterfall cascading from shell to shell, houses 1510 rooms including 54 executive suites, 40 junior suites, 4 presidential suites for a total of 140 suites. All have air conditioning, voice mail messaging, color cable TV, radio, minibar, coffee maker, iron/ironing board, hair dryer, and safe. 102 suites have wet bar. 172 concierge Tower Rooms offer separate check in and special amenities. Accessible and non-smoking rooms available. Sophisticated safety and smoke detection system throughout the hotel. Groups are pre-registered.

DINING/ENTERTAINMENT—Seven restaurants and four lounges all have unique themes. Sum Chows is an elegant Asian gourmet restaurant and Harry's Safari Bar & Grille provides a casual setting for steak and seafood. Ristorante Carnevale, with festive Italian cuisine, serves dinner. The Coral Cafe is open for all meals; entrees $6.50-22. Tubbi Checkers Buffeteria offers entrees $5.50-10. The Dolphin Fountain serves ice cream and pastries $2-10. The Cabana Bar & Grill has pool-side service. 4 lounges include the Lobby Lounge and Copa Banana, a lively entertainment lounge. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—Variety of shops ranging from resort wear and Disney gifts to jewelry and chocolates. Beauty salon. Delta Air Lines, National Car Rental desks. Concierge and Disney Guest Services desk. Multilingual staff. Outdoor valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor pool and themed swimming grotto with white sand beach. Complete Health Studio. Preferential tee times at five Disney 18-hole championship golf courses with putting green, driving range, pro shop, club rental and instruction. 8 lighted tennis courts, ball machines, instruction and pro.

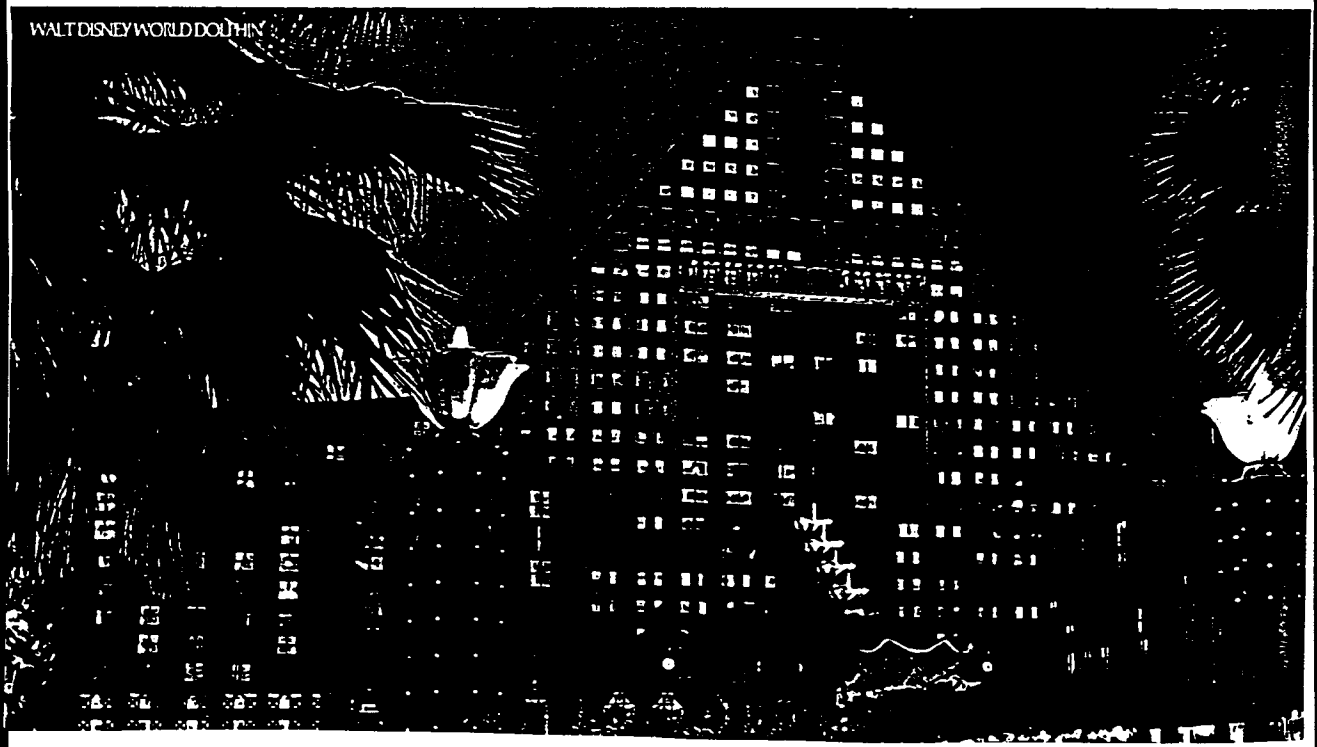
RATES—Year-round, European plan. Single/Double $209-375. Extra person $15. Group rates on request. Children under 18 free in parents' room. Tax: 10%. Check out: 11AM. Video check out. Value Seasons: Jan., May-Dec. 15. **Credit Cards:** all major. **For Direct Billing:** apply 30 days in advance.

Name of Room	Hemispheres Ballroom	Northern Hemispheres	Southern Hemispheres
Dimensions (LxWxH in feet)	345x205x26	250x138x26	205x95x26
Square Feet	55,900	35,000	20,000
Floor Number	5	5	5
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity			
Auditorium	6800	4200	2400
Classroom	4000	2400	1600
U-Shape	NA	NA	NA
Reception	9400	5800	3300
Banquet	4500	2800	1600

GENERAL COMMENTS—Over 200,000 square feet of flexible meeting space, concentrated on three floors of a separate convention wing, is designed for every kind of meeting from small board meetings and motivational seminars to dramatic presentations and elaborate exhibitions that require state-of-the-art sound and lighting support systems. The layout minimizes move in/move out time by providing easy access to all floors. There are 8 stairways, 3 escalators, 4 freight and service elevators, and a handicapped passenger elevator linking all floors.

Rooms include 25 meeting rooms, 2 boardrooms, a dedicated exhibit hall and the Hemispheres Ballroom which divides into 2 smaller ballrooms, one of which further subdivides into 11 sections and one of which subdivides into 5 sections. This flexibility provides a total of 47 rooms, all with multiple electrical and microphone outlets and controls for climate, sound and 110V 3-phase electricity.

In addition, there are 43 hospitality suites located on floors 6 through 11 of the main hotel. Each accommodates from 20 to 60 for receptions.



DISNEY'S YACHT & BEACH CLUB RESORTS

1219 Rooms

P.O. Box 10,000, Lake Buena Vista 32830. PHONE: (407) 828-3200. FAX: (407) 828-2184. KEY PERSONNEL: Antonio Torres, Gen. Mgr.; Michael R. Votta, Dir. of Sales; Thea Sargent, Mgr. Conv. Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round resort adjacent to EPCOT Center within the Walt Disney World complex. 14km/9 miles from Orlando/Orange County Convention Center and 32km/20 miles from Orlando's business district. 32km/20 miles, 30 minutes from Orlando Int'l Airport; bus $9, taxi $30. 26km/16 miles from Amtrak station. Highway access via E/W I-4, 192, N/S I-95 and Florida Turnpike.

ACCOMMODATIONS—New England-style resort, accented throughout with charming decor, houses 1219 soundproof rooms including 21 suites. All have climate control, telephone, color cable TV featuring the Disney Channel, radio, full glass walls, balcony or terrace, dressing room, heat lamp, bathroom carpet and choice of pillows. 20 rooms are handicap-equipped. Groups can pre-register.

DINING/ENTERTAINMENT—The Yachtman's Steakhouse and Ariel's Seafood Restaurant are the resort's specialty restaurants. Yacht Club Galley and Cape May Cafe offer family-style dining. Ale & Compass and Rip Tide Lounge serve cocktails. Resort is 5 minutes by shuttle from Pleasure Island, a high energy entertainment center celebrating New Year's Eve every night.

SERVICES/FACILITIES/SHOPS—All service shops. House physician on-call. Business services include secretarial and photocopier. Multilingual staff. Free outdoor parking for 650 cars.

RECREATIONAL/AMUSEMENT FACILITIES—"Stormalong Bay" recreation lagoon featuring water slides and heated sand bottom pools. Health club with sauna and steam baths. Access to five 18-hole and one 9-hole golf course on Disney property; green fees $75-85 per day. Complimentary transportation to Magic Kingdom, EPCOT Center, Disney/MGM Studio.

RATES—European plan, Regular Season: Double $220-370. Value Season: Double $205-350. Extra person $15 per night. Rates subject to change. Children under 18 free in parents' room. Tax: 10%. Check Out: 11AM. Group Value Seasons: Jan. 3-Feb. 13, April 18-June 11 and Aug. 15-Dec. 20. Credit Cards: American Express, MasterCard, Visa. Checks: $50 cashed per day.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-one meeting rooms are available when portable walls are in place. Grand Harbor Ballroom can divide into 10. Asbury Hall/Cape Cod Hall each divide into 4. The Stonington Boardroom seats 16 people. All rooms have controls for climate, sound and 220V, 3 phase electricity and multiple electrical/microphone/phone outlets. Two registration areas, check and rest rooms, house and public phones. Locked 37 sq. m./400 sq. ft. storage area. Teleconferencing available. Direct truck access, truck ramps, fork lifts and freight elevators to meeting areas.

Exhibits—Grand Harbor Ballroom offers 3348 sq. m./36,004 sq. ft. for 227 3mx3m/10'x10' or 280 2mx3m/8'x10' booths.

Name of Room	Grand Harbor Ballroom	Asbury Hall	Cape Cod Hall
LxWxH in Meters LxWxH in Feet	43x80x8 144x264x25	43x17x6 143x58x18	29x11x3 96x36x11
Area Meters/Feet	3348/36,004	765/8228	316/3402
Floor Number	1	1	1
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity Auditorium	4375	1000	413
Classroom	2640	610	250
U-Shape	NA	NA	NA
Reception	6092	1342	576
Banquet	2960	670	280

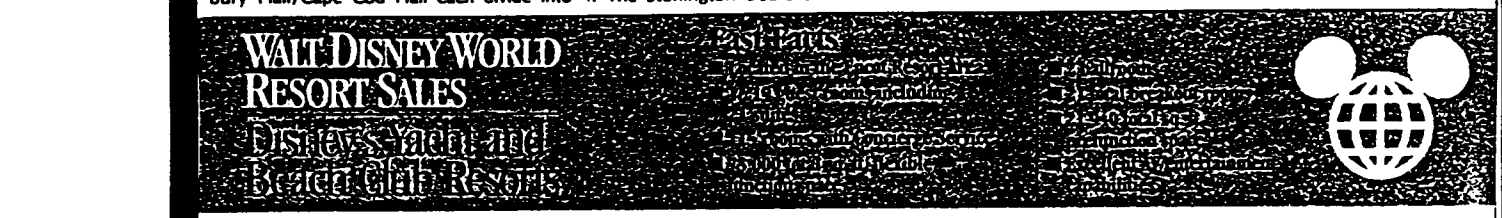
MEETING EQUIPMENT:

Supplied by the hotel—*at no charge*: Installed PA System; Padded Metal Stack Chairs; One Easel; Pads; Pencils; Individualized Direction Signs. —*at a charge:* Portable PA; All Microphones; Translation Equipment; A/V Parts; All Projectors; Screens; Remote Control Cords; VCRs; Video Cameras; Computer Monitors & Projectors; Typewriters; CCTV Equipment; Cassette Tape Recorders/Players; Portable Stages; Lighted Lecterns; Podiums; Blackboards; Cork/Flannel Boards; Additional Easels; Pens; Bulletin Board; Name Cards/Holders; Customized Ledger Pads.

MEETING SUPPORT SERVICES:

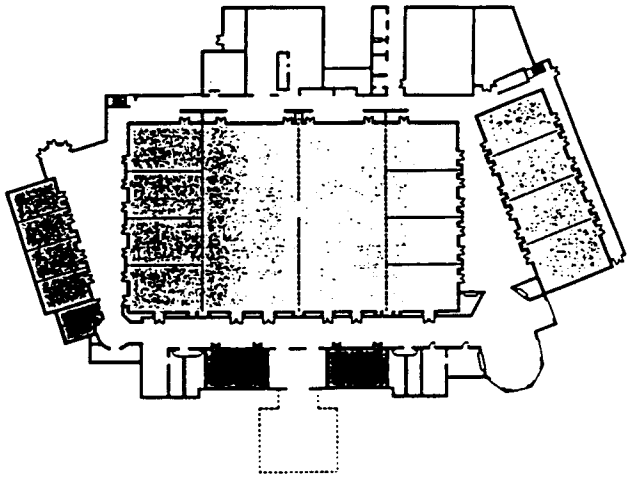
Provided by the hotel—*at a charge:* Electrician; Locksmith; Laborers; A/V Technicians; Notary; Carpenter; Sign Painter; Plumber; Security; First Aid; Attendee Registration.

Provided by local vendors—Messenger; Stenographer; Printer; Photographer; Display Builder; Translators; Musicians; Decorator; Tours & Entertainment.









BUENA VISTA PALACE — 1028 Rooms

Walt Disney World Village, Lake Buena Vista 32830. PHONE: (407) 827-2727; (800) 327-2906. FAX: (407) 827-6070. KEY PERSONNEL: Robert Stolz, V.P. & Gen. Mgr.; David Bagwell, V.P., Sales & Mktg.; John Oberle, Exec. Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round resort, an official hotel of Walt Disney World, on a lake in the beautifully landscaped grounds of Walt Disney World Village, overlooking EPCOT Center, Disney Village Marketplace and the Pleasure Island entertainment complex. 4 miles from Orlando/Orange County Convention Center, 12 miles from Orlando business district. 12 miles, 15 minutes from Orlando Int'l Airport; 45-passenger bus every 30 minutes $13, taxi $35. 10 miles from Kissimmee Airport serving private aircraft with 5000-ft. lighted runway; taxi $25. Access via Sunshine State Pkwy. at I-4W, exit I-4 at Disney Village.

ACCOMMODATIONS—Four ultra-modern triangular towers of reflecting glass, one rising 27 stories, house 1028 rooms including 127 suites. Most have balcony with full glass walls and conversation area. 39 rooms on concierge floor have VIP services. Suites have wet bar. Some with hot tub. 13 rooms are equipped for the disabled. 100 one- and two-bedroom Palace Suites.

DINING/ENTERTAINMENT—Arthur's 27, a formal restaurant, serves International cuisine. The Outback Restaurant specializes in fresh seafood and steaks. The Watercress Cafe is a 24-hour lakeside restaurant. Courtyard deli. Laughing Kookaburra Good Time Bar offers live entertainment. Top of the Palace features a piano bar and panoramic view. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Gift, sundry, clothing and beauty shops. Car rental and tour desks. Business Center with facsimile, board room and secretarial services. Video camera rental. Currency exchange. Multilingual staff. Valet and self-service parking for 1000 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Three heated outdoor, indoor pools. Health club; free for guests. Whirlpool, sauna. 3 lighted tennis courts. 5 championship golf courses at Walt Disney World. Complimentary scheduled transportation to/from Magic Kingdom Park, EPCOT Center, Disney-MGM Studios and Disney Village Marketplace.

RATES—European plan, Jan.-Apr., Single/Double $150-235, Crown Level $250, Suite from $290. May-Dec., Single/Double $130-199, Crown Level $219, Suite from $245. Tax: 10%. **Credit Cards:** all major. **For Direct Billing:** apply in advance. **Checks:** $50 cashed daily for nominal charge.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Two major ballrooms and a total of 40 breakout rooms rooms provide 90,000 sq. ft. of space. The Empire Ballroom divides into 7; Great Hall and Knights Hall into 4 each; Conference Center into 9 rooms 24'x24'; Senate Gallery into 3; Cloister into 2. All have climate controls, sound, electricity and multiple outlets. 2 separate banquet kitchens. The Island Meeting Room divides into three, offering 2776 sq. ft. for 150 banquet-style or 250 for receptions.

Exhibits—23,000-sq.-ft. Conference Center holds 116 8'x10' booths.

Name of Room	Empire Ballroom	Great Hall	Knight's Hall	Crown Hall
Dimensions (LxWxH in feet)	103x176x22	190x87x26	90x30x12	69x45x14
Square Feet	18,125	16,530	2700	3105
Floor Number	1	1	Lobby	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity Auditorium	2080	1900	310	360
Classroom	1200	1088	184	192
U-Shape	NA	NA	80	71
Reception	2083	1900	310	360
Banquet	1530	1400	230	240

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA System; Lectern Microphone; Projection Screen; Portable Stages; Lecterns with Lights; Podiums; Padded Metal Stack Chairs; Easels/Tablets; Cork Boards; Lobby Bulletin Board; Direction Signs.—*at a charge:* Translation Equipment; Pads, Pens, Pencils; Duplicating Machines; Name Cards/Holders.

Supplied by in-house vendors—All A/V Equipment including Computers, Printers, Facsimile Machines.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Messenger Service.—*at a charge:* Electrician; Locksmith; Notary Public; Security Guards; First Aid; Attendee Registration; Tours.

Provided by local vendors—Laborers; A/V Technicians; Stenographer; Print Shop; Photographer; Carpenter; Translators; Paint Shop; Plumber; Musicians; Decorating Service.

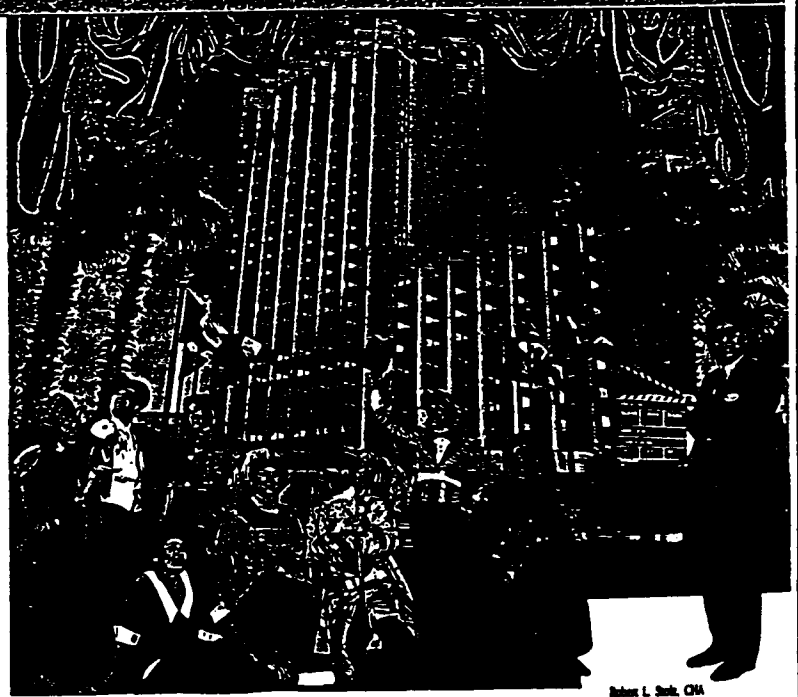
THE WALT DISNEY WORLD RESORT

BUENA VISTA PALACE

THE PERFORMANCE GOES ON AND ON AND ON...

The Buena Vista Palace is the established meeting resort *inside* the Walt Disney World® Resort. Our cast of convention services managers is made up of proven performers with over 77 years combined experience at the Buena Vista Palace. In fact, we are one of only 11 U.S. hotels to have won the Gold Key Award, Pinnacle Award and Award Of Excellence for the past five consecutive years. • 90,000 sq. ft. of meeting space • 1,028 guest rooms and suites • Five nearby Disney championship golf courses • 3 pools, spa and sauna, health club and free lighted tennis • Complimentary scheduled Disney transportation

800-327-2906 • 407-827-2727 • TELEX 567417 • FAX 407-827-6070



Convention Services/Catering Staff from left: Wendy McElmurry-2 years; John Murray-13 years; Marcella Pyeatt-9 years; Valerie Markland-9 years; Cindy Ellis-5 years; David Ball-7 years; Gale Martin, Director-9 years; Mary Hamby-6 years

Robert L. Stolz, CHA
Senior Vice President & General Manager
17 years

DISNEY'S GRAND FLORIDIAN BEACH RESORT

904 Rooms

P.O. Box 10,000, Lake Buena Vista 32830-1000. PHONE: (407) 828-3200. FAX: (407) 828-2184. KEY PERSONNEL: George Kalogridis, Gen. Mgr.; Michael R. Votta, Dir. Sales; Susan Pestana, Mgr. Conv. Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel located within the Walt Disney World Complex along the shores of the Seven Seas Lagoon, adjacent to the Magic Kingdom. 24km/15 miles from Orlando/Orange County Convention Center and 32km/20 miles from Orlando's business district. 32km/20 miles, 30 minutes from Orlando Int'l Airport; bus $9, taxi $30. 26km/16 miles from Amtrak station. Highway access via E/W I-4, I-92, N/S I-95 and Florida Turnpike.

ACCOMMODATIONS—Ultra-modern hotel, designed in an elegant Victorian motif, houses 904 rooms including 25 suites. All have climate control, direct-dial phone with message alert, color cable TV, radio, heat lamp, balcony/terrace, safe and bathrobes. 4 rooms are handicap-equipped. Groups are pre-registered.

DINING/ENTERTAINMENT—Victoria and Albert's offers fine dining in an elegant atmosphere for dinner only. 1990 Park Fare features a buffet breakfast and dinner. Flagler's serves Italian cuisine for dinner and serves breakfast Sat.-Sun. Narcoossee's features seafood for lunch and dinner. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Newsstand, drugstore, florist, gift shop, liquor store, women's and men's clothes, boutique. Delta Air Lines, National Car Rental and local tour desks. Dry cleaning. Business services include offices and photocopier. Multilingual staff. Parking for 1,316 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor swimming pool. Health club with sauna. Beach bathing, sailing/boating, waterskiing. Monorail to Magic Kingdom and EPCOT Center. 2 lighted clay tennis courts with instruction, ball machines, pro shop, resident pro year-round; $12 per hour. Access to five 18-hole and one 9-hole golf course on Disney property; green fees $75-85.

RATES—European plan, Regular Season: Double $250-440. Value Season: Double $230-420. Extra person $15. Rates subject to change. Children free in parents' room. Tax: 10%. Service Charge for functions: 18%. Check out: 11AM. Group Value Seasons: Jan. 3-Feb. 13, Apr. 18-Jun. 11, Aug. 15-Dec. 20. **Credit Cards:** American Express, MasterCard, Visa. **For Direct Billing:** contact accounting dept. in advance. **Checks:** $50 cashed per day.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Sixteen meeting rooms are in the Convention Center adjoined to the hotel. The Grand Floridian Ballroom divides into 9 sections and St. Augustine Ballroom into 4. All rooms have controls for climate, sound and 220V 3-phase electricity, multiple microphone, phone and electrical outlets. Palm Beach executive board room seats 18 conference-style. Main meeting area has separate banquet kitchen and registration area. Teleconferencing facilities include transmitters, receivers and TV production. Direct access via two 4mx4m/14'x14' doors.

Name of Room	Grand Floridian	St. Augustine	White Hall
LxWxH in Meters LxWxH in Feet	28x60x7 92x198x22	31x17x5 101x58x18	11x11x5 37x37x18
Area Meters/Feet	1680/18,216	527/5808	127/1369
Floor Number	1	1	1
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No
Capacity Auditorium	2220	706	NA
Classroom	1104	352	NA
U-Shape	NA	NA	NA
Reception	3082	983	196
Banquet	1500	480	90

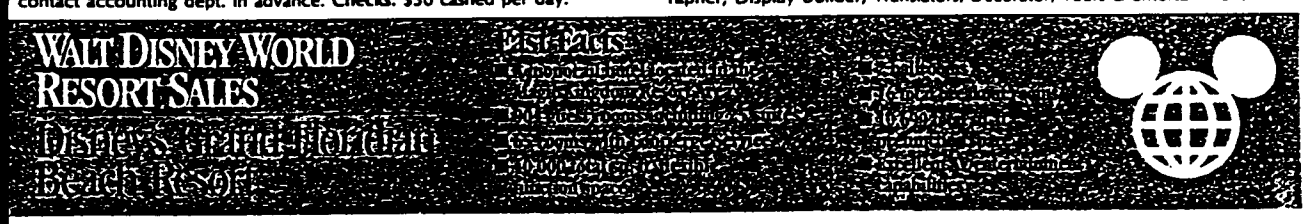
MEETING EQUIPMENT:

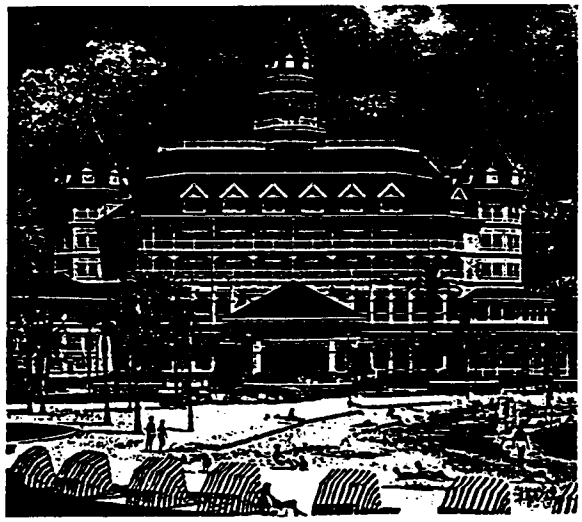
Supplied by the hotel—*at no charge:* Installed PA System; Padded Metal Stack Chairs; One Easel; Pads, Pens, Pencils; Direction Signs. —*at a charge:* All Microphones; Portable PA; Additional Easels; Translation Equipment; A/V Parts; All Projectors; Screens; Remote Control Cords; VCRs; Video Cameras; Computer Monitors & Projectors; Typewriters; CCTV Equipment; Cassette Tape Recorders/Players; Portable Stages; Lighted Lecterns; Podiums; Blackboards; Cork/Flannel Boards; Bulletin Board; Name Cards/Holders; Customized Ledger Pads.

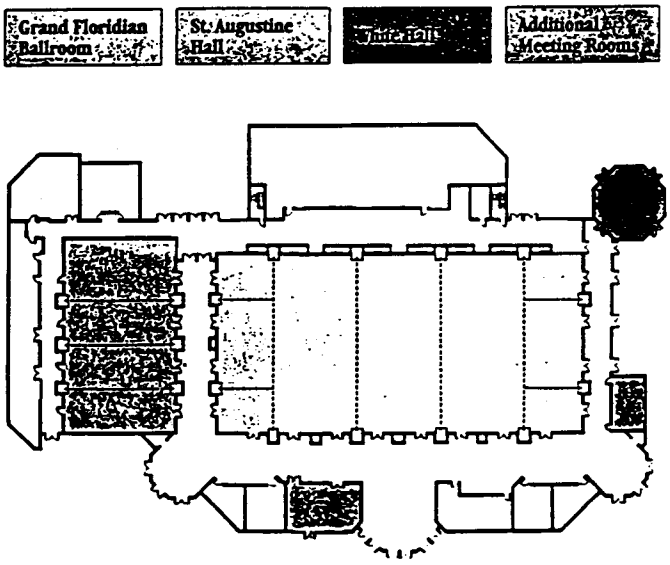
MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Laborers; A/V Technicians; Notary; Carpenter; Sign Painter; Plumber; Security; First Aid; Attendee Registration.

Provided by local vendors—Messenger; Stenographer; Printer; Photographer; Display Builder; Translators; Decorator; Tours & Entertainment.







MARRIOTT'S ORLANDO WORLD CENTER

1503 Rooms

One World Center Drive, Orlando 32821. PHONE: (407) 239-4200. FAX: (407) 238-8757. KEY PERSONNEL: James E. McDonnell, Gen. Mgr.; David Randel, Dir. of Mktg.; Jane Chaney, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round self-contained resort hotel with lush tropical landscaping at the entrance to Walt Disney World's EPCOT Center. 10 minutes from Orlando/Orange County Convention Center and Sea World. 8 minutes from Walt Disney's Magic Kingdom. 20 minutes from Orlando Int'l Airport; taxi $30, bus $12. 20 minutes from Orlando Executive Airport serving private aircraft with a lighted asphalt runway 6000 feet long. Located at the intersection of I-4 and the EPCOT interchange (Hwy. 536).

ACCOMMODATIONS—Ultra-modern 28-story tower hotel with an 8-story glass atrium lobby houses 1503 guest rooms including 101 suites. All rooms have air conditioning, direct-dial phone with message alert, color TV with feature movies, mini-bar and balcony. 80 suites have wet bar.

DINING/ENTERTAINMENT—The Garden Terrace serves American cuisine in a casual setting 6AM-midnight daily with entrees $9.95-15.25. Mikado, a specialty Japanese steakhouse, is open daily for dinner with entrees $19.95-27.95. Regent Court, a gourmet restaurant, serves fresh Florida seafood daily in an elegant setting; entrees $19.95-28.95. Stachio's and Palms Grille offer fast food as well as specialties for children from $3.50. Golf Grille serves a varied menu with California-style cuisine, entrees $16.96-22. Lounges include Pagoda Bar and Champions, a sports action lounge serving food and cocktails. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Service shops. Car rental desk. Outdoor self-service and valet parking for 2100 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor pool terrace area contains a 17,000-square-foot free-form pool with waterfalls and slide, 2 additional pools and 5 hydrotherapy spas. Indoor health club has large pool, men's and women's saunas, massage therapy. 8 lighted all-weather tennis courts. 18-hole championship golf course with complete pro shop, putting green, driving range, club rental. Miniature golf. Volleyball. Lollipop Lounge Children's Program.

RATES—Year-round, European plan, Single/Double $139-219, Suites from $300. Tax: 10%. Check out: 11AM. **Credit Cards:** all major accepted. **For Direct Billing:** contact credit manager in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Sixteen meeting rooms of various configurations offer a total of 50 rooms with over 143,000 sq. ft. of function space located on the ground floor. The Crystal Ballroom divides into 15, the Grand Ballroom into 14 and Palms Ballroom into 4. All have individual controls for climate, sound and electricity. Registration area, check and rest rooms, telephones in meeting area. Storage area. Separate entrance and banquet kitchen.

Exhibits—Crystal Ballroom offers 40,000 sq. ft. for 257 8'x10' booths. Palms Ballroom and Exhibition Hall measures 51,000 square feet for 335 8'x10' booths.

Name of Room	Palms Ballroom	Crystal Ballroom	Grand Ballroom
Dimensions (LxWxH in feet)	350x145x23	280x145x23	276x140x23
Square Feet	51,000	40,000	38,000
Floor Number	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity Auditorium	6100	5400	5130
Classroom	3600	3200	3040
U-Shape	NA	NA	NA
Reception	6200	5000	4800
Banquet	4200	3400	3200

MEETING EQUIPMENT:

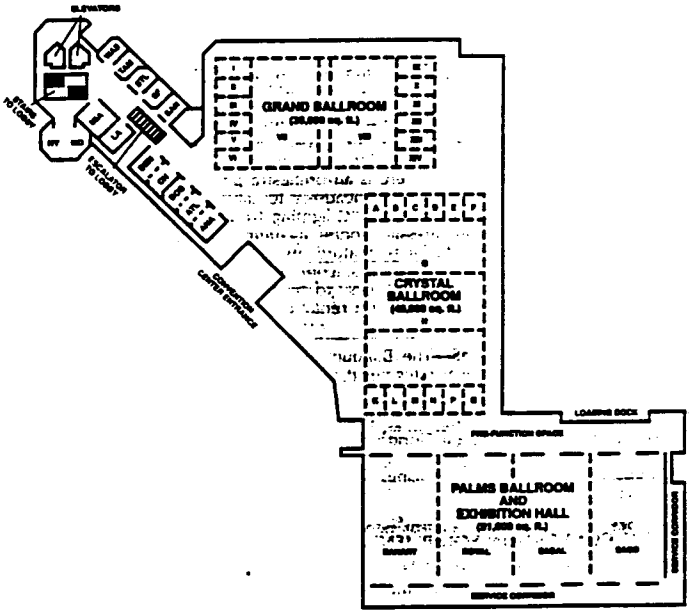
Supplied by the hotel—*at no charge:* Permanent PA System; Lectern; Podiums; Blackboards; Easels; Pads, Pens, Pencils.

Supplied by on-site A/V department—Tape Recorder/Player; Translation Equipment; Rear Screen, Overhead, 70mm/35mm/16mm/8mm Sound, Film Strip, Opaque, 70mm/35mm Slide Projectors; Projection Screens; Remote Control Cords; CCTV Equipment; Typewriters; Duplicating Machines; Direction Signs; Lobby Bulletin Board; Name Cards/Holders; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by local vendors—Electrician; Laborers; A/V Operators & Repairmen; Messenger; Stenographer; Notary Public; Print Shop; Photographer; Display Builder; Translators; Sign Painter; Musicians; Security Guards; Decorating Service; First Aid; Tours & Entertainment.

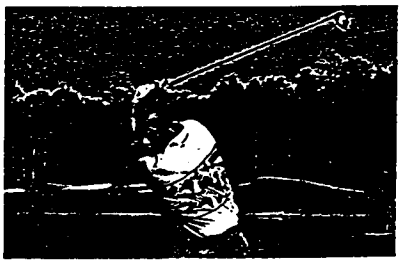




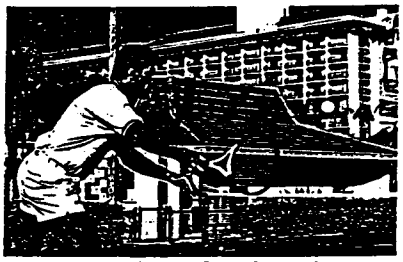
Marriott's Orlando World Center
RESORT AND CONVENTION CENTER

World Center Drive, Orlando, Florida 32821, 1(800) 621-0638

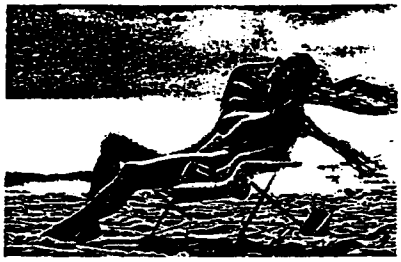
In between meetings, we think your group should be working.



On their backswing.



On their forehand.



On their tan.

At Marriott's Marco Island Resort and Golf Club, your group will find an unspoiled beach on the Gulf of Mexico, an 18-hole championship golf course, 16 tennis courts, rooms with a gulf view, 3 pools, 5 restaurants and every water sport under the sun. What you'll find is ideal meeting accommodations and a dedicated staff of meeting specialists who will make sure that your program goes off without a hitch. This is meeting Marco Island style, and it works.

MARRIOTT'S
Marco Island Resort and Golf Club

400 South Collier Boulevard, Marco Island, FL 33937
(813) 394-2511

MARRIOTT'S MARCO ISLAND RESORT & GOLF CLUB

735 Rooms

Marco Island 33937. PHONE (813) 394-2511; (800) 228-9290. KEY PERSONNEL: Bud Davis, Gen. Mgr.; Charlie Frankel, Dir. of Mktg.; Jim O'Connell, Dir. of Sales; Art Mercer, Dir. of Conv. Svc.

LOCATION/TRANSPORTATION FACTS—Year-round golf and beach resort located on the Southwest coast of Florida, 15 miles south of Naples 55 minutes from Southwest Florida Regional Airport in Fort Myers. 25 minutes from Naples Municipal Airport. Marco Island Airport offers a 5000-ft runway for private and corporate aircraft.

ACCOMMODATIONS—Complex comprises 735 rooms including 27 one- and two-bedroom suites, 6 penthouse suites, 30 lanais and 8 private villas. Rooms offer views of either the Gulf or a pool. All rooms are spacious with climate control, remote control color cable TV with feature movies, AM/FM radio, alarm clock, direct-dial phone with message light, minibar, refrigerator, coffee maker, dressing room with vanity and balcony.

DINING/ENTERTAINMENT—The Marco Dining Room & Grille is open for dinner and features fine Continental cuisine. Cafe del Sol, nestled alongside a tropical garden courtyard, offers all meals in a casual family atmosphere. Quinn's on the Beach features popular frozen Pina Coladas and all-day dining with live entertainment nightly. Voyager Restaurant offers view of the Gulf of Mexico, grilled and charbroiled meats, seafood, and poultry. Pizzeria & Groceria serves pizza, subs, spaghetti and ice cream treats. Caxambas Lounge offers dancing and live entertainment.

SERVICES/FACILITIES/SHOPS—Resort shops, boutiques, beauty salon/barber shop, newsstand. Car rental; commercial transportation desk. Concierge. Child care, children's programs. Guest laundry. Parking.

RECREATIONAL/AMUSEMENT FACILITIES—Three outdoor pools, whirlpool and 3½ miles of powder white sand beach along the Gulf of Mexico. Complete health club. 6925-yard, 18-hole championship golf course, with 14-acre practice facility and John Jacobs Practical Golf School. 16 tennis courts, 4 lighted. Bicycle tours. Extensive water sport facilities/equipment.

RATES—European plan, June 6-Sept. 11 1993, Single/Double $125-150, Suite $340-1500. Sept. 12-Dec. 18 1993, Single/Double $150-175, Suite $400-1500. Group rates available. Extra person $15. Tax: 8% Group service charge: $4 per person per day. Rates subject to change. Group Value Season: Jun.-Sept. Check out: noon. Credit Cards: all major. For Direct Billing: arrange in advance. Checks: contact front desk.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-nine centralized meeting rooms, including 2 ballrooms, conference area, exhibit hall and 3 board rooms, offer over 48,000 sq. ft of space. All rooms have climate controls, phone, electrical and microphone outlets.

Exhibits—The Quarterdeck Level can accommodate 124 8'x10' booths. Direct freight access through a 9'10" x 20' freight entrance. Freight elevator 8'x 9.5' with 4000-lb capacity. Utilities include 600-AMP, 3-phase electrical outlets, hot/cold water and CCTV cable.

Name of Room	Salons A - D	Salons F - J	Quarterdeck	Executive Conf Rooms
Dimensions (LxWxH in feet)	136x79x15	110x68x15	118x95x10	32x21x9
Square Feet	9316	7480	8245	672
Floor Number	2	2	1	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity				
Auditorium	900	650	750	60
Classroom	642	440	NA	40
U-Shape	NA	NA	NA	24
Reception	960	700	700	50
Banquet	870	570	560	40

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Portable Stages; Lighted Lecterns; Padded Stack Chairs; Blackboards/Bulletin Boards; Pads, Pencils. —*at a charge:* Complete inventory of A/V equipment including: Microphones; PA Systems, Concert Sound; Slide Projectors; Video Monitors; Front & Rear Screen Projection.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Laborers; Guards; Electrician; A/V Technician; Notary Public.

Special in-house technical services include Video Production and Editing; Computer Graphics; Slide Projection; Multi-image Slide Show Programming; Customized Lighting Design/Operation.

Provided by local vendors—Entertainment; Theme Parties; Tours; Printer.

MARRIOTT'S HARBOR BEACH RESORT

624 Rooms

3030 Holiday Drive, Fort Lauderdale 33316. PHONE: (305) 525-4000; (800) 222-6543. FAX: (305) 766-6152; Sales Office (305) 766-6165. KEY PERSONNEL: Jonie Sabo-Schmidt, Dir. of Mktg.; Doug Soares, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel on 16 tropically landscaped acres directly on the Atlantic Ocean. 2 miles from the business district. 1 mile from shopping and Port Everglades. 5 miles, 10 minutes from Fort Lauderdale/Hollywood Int'l Airport; taxi $10. Located off A1A, exit S.R. 84 east from I-95 (Florida Turnpike).

ACCOMMODATIONS—Modern 14-story hotel houses 624 guest rooms including 35 suites. All rooms have air conditioning control, direct-dial phone with voice mail messaging, color TV with feature movies, radio with program music system, balcony, heat lamp and mini-bar. All suites are oceanfront and have oversized conversation area, refrigerator. Most suites have wet bar; some suites have bathroom phone and electric shoe buffer. Rooms equipped for the disabled are available.

DINING/ENTERTAINMENT—Sheffield's offers Continental cuisine 6-11PM; entrees $19-36. Oceanview serves American cuisine 6:30AM-midnight; entrees $6.95-17.95. The tropical Seabreeze Grille serves seafood specialties 6-11PM. Cascades poolside restaurant, open 8AM-2PM, offers breakfast and lunch poolside. Kinoko Japanese Teppan Yaki Steakhouse offers dinner 6-11PM. Waves, overlooking the ocean, offers dancing nightly. Oyster Bar and Cascades serves drinks. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Newsstand, beauty shop, barber shop, boutique. Business Center. Concierge staff. Hertz car rental. Local tour and theater ticket desks. Multilingual staff. Valet and self-parking for 900 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor pool. Health club with with sauna, massage. Private beach with cabanas for changing/showering, facilities for sailing, boating, waterskiing, windsurfing, parasailing. 5 outdoor tennis courts with ball machines and instruction. Private country club with golf 30 minutes from hotel; transportation provided. ½ mile from deep sea fishing.

RATES—European plan, Oct. 3-Dec. 18 1993, Single/Double $189-235. Dec. 19 1993-Jan. 8 1994, Single/Double $259-365. Jan. 9-May 7 1994, Single/Double $259-330. Suite $475-1700. Extra person $15. Tax: 9%. Check out: 11AM. **Credit Cards:** all major. **For Direct Billing:** arrange in advance. **Checks:** $50 cashed per day.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Eight meeting rooms are concentrated on the first and second floors. In addition, the Grand Ballroom is divisible into 10 sections and Caribbean Room is divisible into 8. All rooms have multiple microphone, phone and electrical outlets and controls for climate, sound and 220V electricity. Check and rest rooms, phones. Locked storage area. Separate entrance and banquet kitchen. Private oceanfront terraces and beachfront available for group parties.

Exhibits—Grand Ballroom offers 14,900 sq. ft. for 119 8'x10' booths. Direct truck access. 1 freight elevator. Caribbean Ballroom measures 9600 sq. ft. for 76 8'x10' booths.

Name of Room	Grand Ballroom	Caribbean Ballroom
Dimensions (LxWxH in feet)	149x100x16	73x100x14
Square Feet	14,900	8030
Floor Number	3	1
Floor Cover	Carpet	Carpet
Portable Walls	Yes	Yes
Capacity		
Auditorium	1800	900
Classroom	1000	500
U-Shape	NA	NA
Reception	2000	1000
Banquet	1200	700

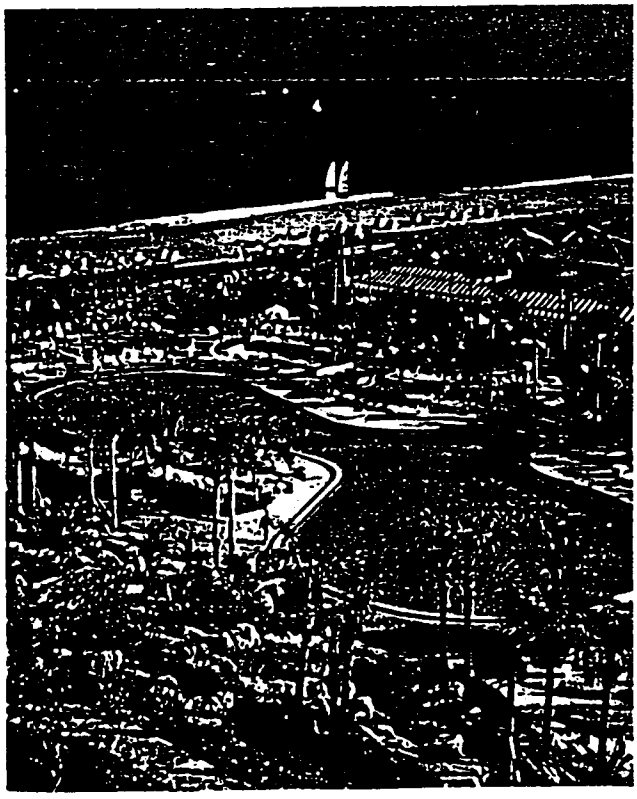
MEETING EQUIPMENT:

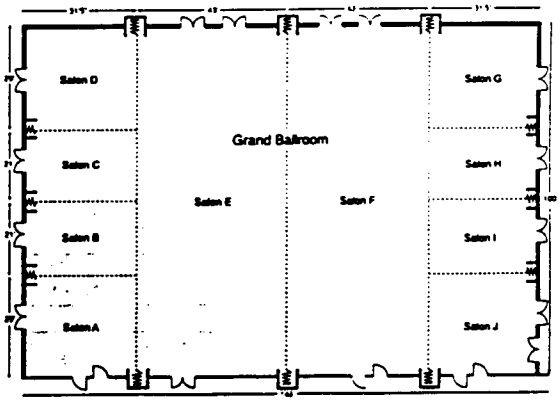
Supplied by the hotel—*at no charge*: Installed PA; Portable Stages; Lecterns; Podiums; Stack Chairs; Bulletin Board; Direction Signs. —*at a charge through on-site A/V company:* Portable PA System; Tape Recorder; Translation Equipment; All Projectors; Screens; CCTV; All Microphones, Remote Control Cords; Blackboards; Easels/Tablets; Pads, Pens, Pencils; Typewriters; Copy Machines; Truck/Van; Teleconferencing Facilities.

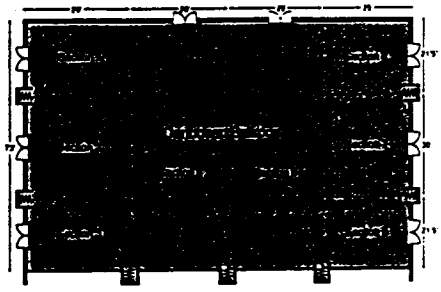
MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge*: Electrician; Locksmith; Plumber; Notary; First Aid.—*at a charge:* Laborers; Carpenter; Painter; Guards.

Provided by local vendors—A/V Operators & Repairmen; Messenger; Stenographer; Display Builder; Sign Painter; Translators; Musicians; Decorating Service; Tours & Entertainment.







PLUS ANOTHER NINE MEETING ROOMS NOT SHOWN HERE

Marriott's Harbor Beach
A FORT LAUDERDALE RESORT

TURNBERRY ISLE RESORT & CLUB

340 Rooms

19999 W. Country Club Drive, Aventura 33180. PHONE: (305) 932-6200; outside FL (800) 327-7028 or Rafael Hotels nationwide (800) 223-1588. FAX: (305) 933-3811. KEY PERSONNEL: Linda Scott, Dir. of Sales; Arthur Chernov, V.P. Sales & Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round self-contained resort on 300 tropical acres that encompass a sheltered yacht club/marina and a private ocean club with facilities on the Atlantic Ocean. Located in a secluded and private setting in the center of Aventura in the North Miami area. 5 miles, 10 minutes from Joe Robbie Stadium. 15 miles, 20 minutes from downtown Miami. 25 minutes from Miami Beach Convention Center. 20 miles, 20 minutes from Miami Int'l Airport; 5-passenger private limo $55 one-way, taxi $20. 10 miles, 20 minutes from Ft. Lauderdale Airport. Near the intersection of US 1 and N.E. 199th St.

ACCOMMODATIONS—Mediterranean-style resort houses 340 rooms. All have 3 dual-line phones, remote control color TV with VCR, bathroom TV, mini bar, safe, marble whirlpool bath, robes, fresh flowers. All suites have stereo and wet bar. Groups are pre-registered.

DINING/ENTERTAINMENT—The Veranda Restaurant serves dinner featuring New World cuisine with organic, fresh ingredients presented in an individual and creative display. The Grill, overlooking golf courses, is open for all meals and snacks. The Sunset Cafe and Ocean Club are open for casual dining. The Veranda Bar offers nightly entertainment. Club Lounge serves afternoon tea. Monaco Dining Room serves classic Continental cuisine with marina view. The Monaco Lounge offers nightly entertainment.

SERVICES/FACILITIES/SHOPS—Men's and women's clothing store, art gallery, beauty salon. Within walking distance of Aventura Mall with 180 shops. Business services include Conference Planner Office equipped with fax, copier, typewriter, telex, safe. Concierge and car rental desks.

RECREATIONAL/AMUSEMENT FACILITIES—Four landscaped pools. Fully-equipped modern spa and fitness center. Private Ocean Club with beach cabanas, all water sports. Protected marina for vessels up to 150 feet. Deep sea fishing, charters arranged. Two 18-hole championship golf courses designed by Robert Trent Jones with resident pro; green fees are per person per 18 holes and vary seasonally. 24 multi-surfaced tennis courts with resident pro.

RATES—European plan, Oct. 3-Dec. 19 1993, Single/Double $195-275, Suite from $475. Dec. 20 1993-Apr. 1994, Single/Double $295-455, Suite from $600. Extra person $30. MAP on request. Tax: 12.5%. Check out: noon. Credit Cards: all major accepted. **For Direct Billing:** request in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty meeting rooms provide over 50,000 sq. ft. of space. The Grand Ballroom divides into 3. Salons 1-3 and 4-7 can be combined into 1 room. All have controls for climate, sound, 110/220V 1-phase electricity, multiple electrical/microphone/phone outlets. Teleconferencing available from hotel include receivers in the meeting rooms.

Exhibits—Garden Room accommodates 35 10'x10' or 42 8'x8' booths. Receiving loading dock accesses both the Grand Ballroom and Garden Room.

Name of Room	Grand Ballroom	Garden Room	Salons 1-7 each	Veranda Room
Dimensions (LxWxH in feet)	96x126x22	60x117x10	25x30x14	60x50x18
Square Feet	12,096	7020	650	3000
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity Auditorium	1300	775	75	NA
Classroom	865	500	30	NA
U-Shape	NA	NA	22	NA
Reception	1700	1000	100	250
Banquet	1000 ✓	575	60	200

MEETING EQUIPMENT:

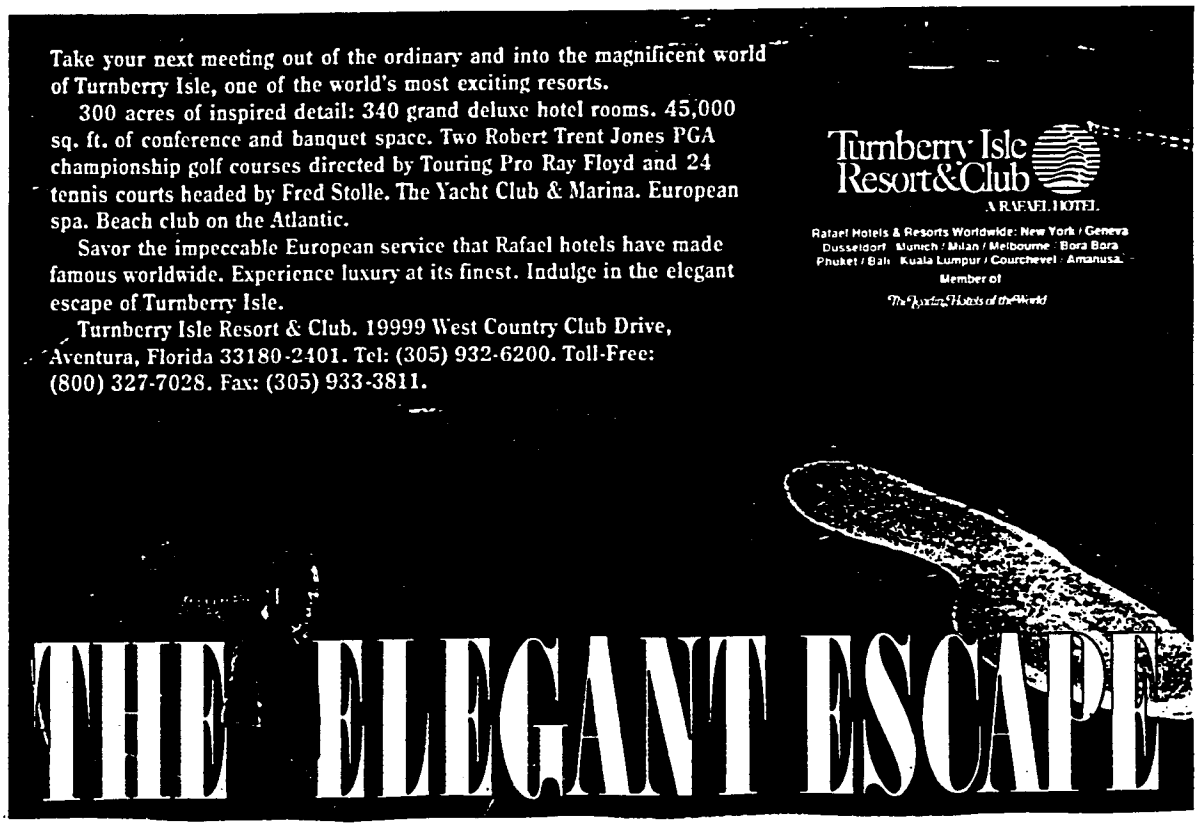
Supplied by the hotel—*at no charge:* One Podium with Microphone per Meeting Room; 6'x8' Portable Stages; Blackboards; Pads & Pencils; Lobby Bulletin Board; Portable Dance Floor; Portable Bars.

Supplied by local vendors—Tape Recorders; Translation Equipment; A/V Parts; All Projectors; Screens; Easels; CCTV; Duplicating Machines.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Plumber; Notary Public; Guards.

Provided by local vendors—Laborers; A/V Operators & Repairmen; Messenger; Stenographer; Print Shop; Photographer; Carpenter; Display Builder; Translators; Sign Painter; Paint Shop; Musicians; Guards; Decorating; First Aid; Registration; Tours & Entertainment.





Are you getting enough iron?



Grenelefe has just what you need to make your next meeting a success – *a healthy diet of golf.* Site of the PGA and Senior PGA Tour Qualifying Finals, US Seniors Open Qualifying Rounds, and Cadillac Florida Open, our three championship courses offer some of the finest play in Florida – each, a truly unique golfing experience. And with a 20-court tennis complex, miles of woodland biking and jogging trails, a 6,400-acre lake, and a supervised children's program, our 1,000-acre resort is a well-balanced destination everyone attending your meeting will enjoy.

For a free convention brochure, call (813) 421-5004 or 800-422-5333.

Accommodations: 950 Deluxe Club Rooms and spacious Villa/Suites with large living/dining areas and fully equipped kitchens.

Features: 70,000 square feet of flexible meeting and function space. This includes the 16,000 square foot Grand Ballroom and the 7,000 square foot Grenelefe Ballroom, 32 breakout rooms and more than 500 hospitality suites or smaller rooms.

Location: 30 minutes from Walt Disney World Resort,® EPCOT,® and other Orlando attractions.

Grenelefe
GOLF & TENNIS RESORT

3200 State Road 546, Haines City (Orlando), FL 33844-9732

GRENELEFE GOLF AND TENNIS RESORT

950 Villa/Suites

3200 State Road 546, Haines City 33844. PHONE: (813) 422-7511; Sales Office (813) 421-5004; (800) 422-5333. FAX: (813) 421-1694. KEY PERSONNEL: Joe Hunter, Managing Dir.; Alberto Cobian, Gen. Mgr.; Ed Quigley, Dir. of Mktg./Sales.

LOCATION/TRANSPORTATION FACTS—Year-round golf resort set in 1000 landscaped acres 20km/12½ miles east of Cypress Gardens. 47km/29 miles, 30 minutes south of Walt Disney World and EPCOT Center. 67km/42 miles, 45 minutes from Orlando Int'l Airport; airport limo available. Highway access via I-4 and U.S. 27.

ACCOMMODATIONS—Fairway villas and suites comprise 950 one- and two-bedroom units. Many feature fully-equipped kitchen or kitchenette as well as air conditioning, color cable TV with Pay Per View movies and video check-out/message service, direct-dial phone with message alert, oversized beds, heat lamp, wet bar, balcony/patio on the golf course, dressing room and living and dining areas.

DINING/ENTERTAINMENT—The elegant Grene Heron offers gourmet specialties in an intimate setting. Camelot Restaurant, overlooking the pool, serves American cuisine, seafood and light fare in a casual indoor/outdoor setting; open for all meals. The Forest Pub, at the west golf course, serves breakfast until 11AM and cocktails and sandwiches until 5PM. The Tee Bar, a spacious poolside bar, serves sandwiches and cocktails daily. Lancelot's Lounge features nightly entertainment and TV with sports, news coverage.

SERVICES/FACILITIES/SHOPS—Newsstand, sundry shop, men's and women's clothes, beauty shop, gift shops. Complete Business Center. Babysitter, physician on call. Laundry. Free outdoor parking for 2000 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Four outdoor pools, two are heated. Lakefront marina with wildlife cruises and fresh water fishing on 6400-acre/2590-hectare natural lake. 20 tennis courts include grass, Har-Tru and Tru-Flex surfaces with 11 lighted for night play. Three 18-hole championship golf courses, one designed by Robert Trent Jones with year-round resident pro. Grenelefe Golf School, bicycling, par-fit jogging trail, saunas, Jacuzzi and massage therapy. Recreation activities for children.

RATES—European plan, Jan. 31-Apr. 4, Single/Double $170-365. Jan. 1-30 and Apr. 5-May 30, Single/Double $120-255. May 31-Sept. 26, Single/Double $70-160. Sept. 27-Dec. 31, Single/Double $120-255. Tax: 6%. MAP and FAP available. Value Season: Jun.-Sept. Check out: noon. **Credit Cards:** all major. **For Direct Billing:** arrange in advance. **Checks:** $50 cashed per day with driver's license and credit card.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Over 6510 sq. m/70,000 sq. ft. of meeting space includes a Conference Center that divides into 32 rooms and offers 2976 sq. m/32,000 sq. ft. of space, a 465 sq.-m./5000-sq.-ft. outdoor pavilion, and numerous terraces/decks overlooking the golf course. Each room has courtesy phones, multiple electrical and microphone outlets and controls for climate, sound and 110/220V electricity. Separate entrances and storage areas. Extensive A/V and teleconferencing capabilities.

Name of Room	Grand Ballroom	Grenelefe Ballroom	Conf. Ctr. Blackthorn	Conf. Ctr. Norman/Dover
LxWxH in Meters LxWxH in Feet	60x24x6 200x80x22	30x21x5 100x70x18	22x12x3 72x40x10	22x9x3 72x31x10
Area Meters/Feet	1488/16.000	651/7000	267/2280	207/2232
Floor Number	Ground	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity Auditorium	1800	1000	320	210
Classroom	1150	475	205	150
U-Shape	NA	NA	45	25
Reception	2000	1200	320	210
Banquet	1500	700	290	180

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA Systems; One Mic; phone; Lecterns; Stack Chairs; Blackboards; Bulletin Board. —*at a charge:* Duplicating Machines; Tape Recorders; Phonographs; A/V Parts; Rear Screen, Overhead, 16mm/8mm Sound, Film Strip, Opaque, 35mm Slide Projectors; Screens; CCTV Equipment; Easels/Tablets; Cork/Flannel Boards; Typewriters; Direction Signs; Truck.

Supplied by local vendors—Pager.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Stenographer; Notary; Registration; A/V Operators.

Provided by local vendors—Print and Photo Shops; Display Builder; Sign Painter; Carpenter; Electrician; Locksmith; Laborers; Musicians; Guards; Decorator; A/V Repairmen.

EVERGREEN CONFERENCE CENTER AND RESORT

249 Rooms

One Lakeview Drive, Stone Mountain 30086. PHONE: (404) 879-9900; (800) 722-1000. FAX: (404) 469-9013. KEY PERSONNEL: Mary Kendzicky, Dir. of Hotel Oper.; Barbara Roeser, Conf. Svc. Dir.; Ross Powell, Dir. of Sales & Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round lakeside resort with executive conference facilities located within the 3200-acre Stone Mountain Park, 16 miles east of Atlanta's central business district, Georgia World Congress Center and Omni Arena. 30 miles, 35 minutes from Atlanta Hartsfield Int'l Airport; commercial shuttle $21, taxi $40, limo $50. 15 miles, 20 minutes from Peachtree-Dekalb Airport with a lighted paved runway 6000 ft. long. 16 miles, 30 minutes from Amtrak station. Highway access via I-285 East to Exit 30B, St. Hwy. 78 to Stone Mtn. Exit.

ACCOMMODATIONS—Five-story hotel, in a traditional design reflecting the style of the classic South, houses 249 rooms including 29 suites. All are soundproof and offer concierge services, air conditioning, direct-dial phone with message alert, color cable TV, radio, balcony, oversized beds. Non-smoking floor. 12 rooms are handicap-equipped. Groups can pre-register.

DINING/ENTERTAINMENT—The elegant Waterside Restaurant serves traditional American specialties 6AM-11PM with entrees $12.95-26.95. Ivy's Lounge and Vistas Lobby Lounge offer evening enjoyment. Guest Room Dining 24 hours.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop. Business services include facsimile, photocopier, personal computer, secretarial services. Local tour desk. Free outdoor parking.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor and heated outdoor pools. Health club. 36 holes of golf with putting green, driving range, pro shop, club rental and instruction; green fees including cart $36. Ten lighted all-weather tennis courts; $2.50 per hour. Boat rental, beach, train and tram rides, hiking trails.

RATES—Year-round, complete meeting package includes all meals, continuous refreshment breaks, meeting rooms, A/V equipment, gratuities, service charges. Single $206, Double $164 per person, Suite $250-650. Child under 12 free in parents' room. Tax: 5%. Check out: noon. Value Seasons: Jul-Aug., Dec.-Feb. **Credit Cards:** all major. **For Direct Billing:** request on company letterhead 30 days in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Nineteen meeting rooms, located on ground level of connecting conference center, include Evergreen Ballroom which divides into 7 and Rhododendron Room divisible by 2. Lower level Product Demonstration Hall offers 14,000 sq. ft. and 2 Executive Board Rooms which seat 10 each. Laurel Amphitheatre has permanent stage, fixed seating for 126. All have individual controls for climate, sound, electricity and multiple electrical outlets. Registration area, check room, storage area. Teleconferencing available. Member of Int'l Association of Conference Centers.

Name of Room	Evergreen Ballroom	Laurel Amphitheatre	Rhododendron
Dimensions (LxWxH in feet)	126x75x16	58x44x14	50x32x14
Square Feet	9450	2552	1600
Floor Number	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	No	Yes
Capacity Auditorium	945	NA	142
Classroom	400	126	65
U-Shape	NA	NA	46
Reception	1056	NA	167
Banquet	832	NA	128

MEETING EQUIPMENT:

Supplied by the Conference Center—*at no charge:* Installed PA System; All Microphones; Lighted Lecterns; Podiums; 8-hour Chairs; Blackboards; Pads, Pens, Pencils; Bulletin Board; Direction Signs. —*at a charge:* Translation Equipment; Screens; Easels/Tablets; Name Cards/Holders.

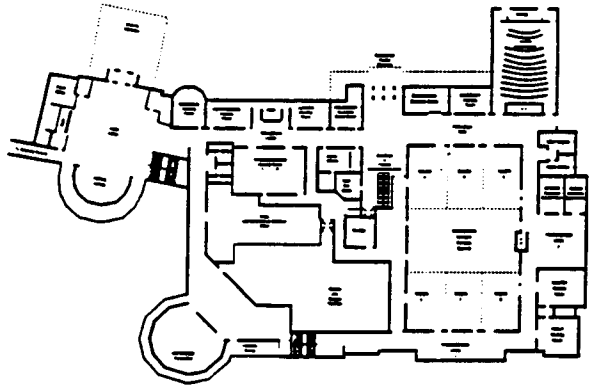
Supplied by local vendors—Portable PA System; Tape Recorders/Players; A/V Parts; All Projectors; CCTV Equipment; Portable Stages; Cork & Flannel Boards; Typewriters; Truck/Van.

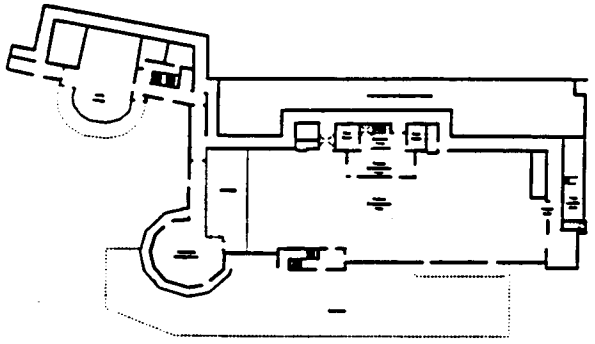
MEETING SUPPORT SERVICES:

Provided by the Conference Center—*at no charge:* First Aid. —*at a charge:* Stenographer; Photographer.

Provided by local vendors—Electrician; Locksmith; Laborers; A/V Technicians; Messenger; Notary; Printer; Carpenter; Display Builder; Translators; Sign Painter; Plumber; Musicians; Guards; Decorators; Attendee Registration; Tours & Entertainment; Staging.

CONFERENCE LEVEL





EXHIBITION LEVEL

Everproductive



Evergreen®
Conference Center And Resort
Stone Mountain, Georgia

THE RITZ-CARLTON, AMELIA ISLAND

449 Rooms

4750 Amelia Island Parkway, Amelia Island 32034. PHONE: (904) 277-1100. FAX: (904) 277-1145. KEY PERSONNEL: Michael N. Carsch, Gen. Mgr.; Glenn W. Kornahrens, Dir. of Sales & Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round oceanfront resort occupying 1.5 miles of undisturbed beach, within the Summer Beach Resort & Country Club of Amelia Island 29 miles, 35 minutes from Jacksonville Int'l Airport, 4 miles, 5 minutes from Fernandina Beach Municipal Airport with 5350-ft. lighted asphalt runway. Access via I-95 to AIA east.

ACCOMMODATIONS—Contemporary 8-story hotel houses 449 guest rooms including 45 suites. All have climate control, phones with message alert, bathroom phone, radio, color TV with feature movies, dressing room, bar, ocean-view balcony. Rooms are handicap-equipped. Groups are preregistered.

DINING/ENTERTAINMENT—The Grill & Lounge offers grilled specialties 6-11PM; entrees $20-35. The Cafe serves light and hearty fare for all meals 6:30AM-11PM. The Lobby Lounge is open for cocktails noon-midnight with afternoon tea 3-5PM. The Ocean Bar and Grill serves cocktails and snacks in a tropical atmosphere 10AM-5PM. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—Newsstand, beauty and barber shop, florist and gift shop, women's and men's clothing. Over 100 additional shops at Regency Square Mall. Business services include secretarial services, copier, facsimile and telecommunication services. Air ticket, car rental and local tour desk. Babysitters, day camp and house physician. Multilingual staff.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor and outdoor pool. Health club, sauna. Beach with swimming and sailing. Hotel can arrange tours of Fernandina, deep sea sport and party boat fishing, scuba diving, charter and salt water fishing, horseback riding. 18-hole golf course designed by Mark McCumber, with pro shop, driving range, club rental, tournament pro; green fees $72.50 including motorized cart. 11 tennis courts with ball machines, CCTV, pro shop, instruction; $20 per court hour.

RATES—European plan, May 30-Oct. 2 1993, Single/Double $150-230, Suite $445-675. Oct. 3-Nov. 6 1993, Single/Double $195-275, Suite $470-725. Nov. 7 1993-Mar. 12 1994, Single/Double $145-225, Suite $415-670. Extra person $15. Children under 16 free in parents' room. Value Seasons: Jan.-Feb., July-Aug. Tax: 8%. Check in: after 3PM. Check out: before noon. **Credit Cards:** all major accepted. **For Direct Billing:** contact credit manager. **Checks:** $200 cashed with American Express.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Ten meeting rooms, including ballrooms designed for large meetings and boardrooms for smaller meetings, are located on the first floor. In addition, the Ritz-Carlton Ballroom divides into 3 sections and Plaza Ballroom into 2. All rooms have multiple microphone, phone and 110/120V electrical outlets and controls for climate, sound and electricity. Teleconferencing. Storage.

Name of Room	Ritz-Carlton Ballroom	The Plaza Ballroom	Cumberland	Santa Maria
Dimensions (LxWxH in feet)	142x94x15	64x52x14	40x42x11	58x25x11
Square Feet	13,348	3328	1680	1450
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No	Yes
Capacity				
Auditorium	1500	240	120	100
Classroom	900	170	96	75
U-Shape	NA	NA	50	57
Reception	1500	350	150	150
Banquet	1140	230	120	90

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Lecterns with Lights; Podiums; Stack Chairs; Blackboards; Easels/Tablets; Cork Boards; Pads, Pens, Pencils. —*at a charge:* Installed & Portable PA System; Tape Recorders/Players; All Microphones; Translation Equipment; A/V Parts; All Projectors; Screens; Remote Control Cords; VCRs; Video Cameras; Computer Monitors & Projectors; CCTV Equipment; Teleconferencing Facilities; Typewriters; Duplicating Machines; Direction Signs; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; A/V Technicians; Notary Public.

Supplied by local vendors—Laborers; Messenger Service; Stenographer; Print Shop; Photographer; Carpenter; Display Builder; Translator; Painter; Plumber; Musicians; Security Guards; Decorating Service; First Aid; Attendee Registration; Tours & Entertainment.

AMELIA ISLAND PLANTATION

1100 Rooms

Dept. 813, P.O. Box 3000, Amelia Island 32035-1307. PHONE: (904) 261-6161; (800) 874-6878. FAX: (904) 277-5950. KEY PERSONNEL: Jim Tierney, VP Sales/Mktg.; Tom Harmon, Dir. of Sales; Jim Dunphy, Dir. Conf. Ops.

LOCATION/TRANSPORTATION FACTS—Year-round 1250-acre ocean-front resort surrounded by palmetto, pine and live oak forests, golden marshes and towering sand dunes. 29 miles, 30 minutes from Jacksonville Int'l Airport; limo $25 per person one way or $40 per person round trip. 6 miles from Fernandina Municipal Airport with 3 runways for charter and private planes. Easy access from I-95 and Highway A1A.

ACCOMMODATIONS—Resort offers 170 hotel rooms, 380 suites and 2- and 3-bedroom villas facing either the ocean, golf course, lagoon and wooded areas or marshfront. All rooms have air conditioning, direct-dial phone with message alert, color cable TV, refrigerator, balcony or terrace. Many have washer, dryer and stove.

DINING/ENTERTAINMENT—Facilities include: The Amelia Inn Restaurant and Lounge, a gourmet restaurant serving all meals; The Verandah specializing in local seafood for dinner; The Beach Club, a seasonal restaurant serving lunch, dinner poolside and The Coop, serving family-style breakfast, lunch. The Golf Shop Restaurant and Putter Club each serve breakfast, lunch and cocktails; The Dunes Grill & Bar and Beach Club Grill offer lunch and cocktails outside in summer. The Amelia Inn Lounge and Champagne Bar and the Beach Club Lounge offer live entertainment, dancing. Room service.

SERVICES/FACILITIES/SHOPS—Service shops. Business facilities: copier, secretarial aid and fax. Tour desk. Babysitters, day camp. Free parking.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor and indoor pools; many villas have own pools. Beach bathing, sailing, fresh/salt water fishing. Health center with 60' pool, sauna, steam baths; fitness programs and Wellness Center. 25 tennis courts, 3 lighted: instruction, ball machines; $15 per hour. 2 racquetball courts. 45 holes of golf: pro shops, resident pro. Horseback riding on beach. Bike, nature tours.

RATES—European plan. Sept. 12-Nov. 20 1993, Hotel $125-164, Villa $148-462. Nov. 21 1993-Mar. 12 1994, Hotel $80-105, Villa $104-230. Rates subject to change. Tax: 8%. Service charge: $5.50 per person per night; food/beverage 17%. Credit Cards: Discover, MasterCard, Visa.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—The 22,500-sq.-ft. Executive Conference Center can be divided to provide 8 private conference rooms. Racquet Park Conference Center offers meeting facilities in the Egret, Heron, Ibis and prey rooms. Conference facilities feature ultra-modern communication sound systems, computerized check-in/check-out stations, TV monitors with scrolling screens listing meeting times and activities. All rooms have controls for climate, sound and multiple electrical/microphone/phone jacks. Separate entrance, banquet kitchen

Exhibits—Grand Pavilion offers 10,800 sq. ft. for exhibits. Truck access

Name of Room	Grand Pavilion	Ballroom	Cumberland	Egret & Heron
Dimensions (LxWxH in feet)	164x66x8-24	48x111x15	30x64x11	45x46
Square Feet	10,824	5439	1917	2070
Floor Number	1	1	2	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	No	Yes	Yes	No
Capacity				
Auditorium	1100	714	192	200
Classroom	700	420	129	105
U-Shape	NA	NA	56	48
Reception	1100	700	200	210
Banquet	800	500	144	160

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA System; Po Stages; Lecterns; Podiums; Stack Chairs; Blackboards; Cork Boards; Pens, Pencils; Bulletin Board; Direction Signs.—*at a charge:* Portable P/ tem; Tape Recorders; Microphones; A/V Parts; Rear Screen, Over 35mm Sound, 35mm Slide Projectors; Screens; VCR; Video Camera; puter Monitor; CCTV; Easels/Tablets; Typewriters; Name Cards/Holder

Supplied by local vendors—Translation Equipment; 70mm/8mm S Film Strip, 70mm Slide, Computer Projectors; Flannel Boards; Truck.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Sign Painter; First Aid.- *charge:* Electrician; Locksmith; Laborers; A/V Technicians; Mess Plumber; Musicians; Decorator; Tours & Entertainment.

Provided by local vendors—Stenographer; Notary; Printer; Photogr Translators; Security Guard.

"One of the Top Meeting Resorts in the U.S."

Corporate Meetings & Incentives Magazine



Amelia, Naturally.
Amelia Island Plantation – 1,250 acres of natural splendor.

LOCATION:
Off Florida's Northeast coast, 30 minutes from Jacksonville International Airport. Direct highway access.

ACCOMMODATIONS:
Hotel rooms, one- & two-bedroom condominium villas close to conference space, restaurants and recreation.

AMENITIES:
Six restaurants, two lounges, 45 holes of Pete Dye and Tor Fazio golf, miles of Atlantic Ocean beach, 25 tennis courts health and fitness center, sailing, fishing, on-site shops.

CONFERENCE SALES: 800-874-6878

Amelia Island Plantation.
"Amelia, Naturally."

THE BOCA RATON RESORT AND CLUB

963 Rooms

501 East Camino Real, P.O. Box 5025, Boca Raton 33431-0825. PHONE: (407) 395-3000. FAX: (407) 391-3183. KEY PERSONNEL: Michael Glennie, President; David Feder, Sr. VP Sales/Mktg.; Kathleen Dixon-Leone, VP Sales.

LOCATION/TRANSPORTATION FACTS—Year-round golf, tennis and beach resort on 356 landscaped acres on Florida's Intracoastal Waterway and the Atlantic Ocean. 28 miles, 30 minutes from Palm Beach Int'l Airport and 24 miles, 30 minutes from Fort Lauderdale Airport; 6-passenger limousine, taxi available. 45 miles, 1 hour from Miami Int'l Airport. 4 miles from Boca Raton Airport, a noncommercial airport with a 6000-foot lighted concrete runway. Located between U.S. 1 and Florida A1A.

ACCOMMODATIONS—Four distinct and stylistically varied complexes, offering a total of 963 rooms and suites, include: The Mediterranean-style Cloister; a sophisticated 27-story Tower; the oceanfront Boca Beach Club; and secluded one- and two-bedroom Golf Villa Apartments near The Cloister at the golf course. Mobil Five-Star, AAA Five Diamond, Meetings & Conventions Gold Key Award.

DINING/ENTERTAINMENT—Restaurants, from casual to elegant, include Nick's Fishmarket; The Top of the Tower, featuring authentic Italian cuisine in a mountain-villa setting; the beachfront Cabana and Chauncey's for casual fare. A variety of lounges provide nightly entertainment.

SERVICES/FACILITIES/SHOPS—Service/specialty shops. Avis car rental, airline and concierge services. Multilingual staff. Outdoor valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—Five outdoor pools. Three fitness centers. Cabana Club on half-mile-long private beach on the Atlantic. Fully equipped 25-slip marina with fishing, windsurfing, boating, parasailing and snorkeling. Two 18-hole championship golf courses with resident pro. 34 clay tennis courts, some lighted. Indoor racquetball courts. Jogging trail, bicycling and half-court basketball.

RATES—European plan, May 28-Sept. 30 1993, Single/Double $115-165, Suite $220-2200. Oct. 1-Dec. 20 1993, Single/Double $190-300, Suite $325-2700. Dec. 21 1993-Apr. 1994, Single/Double $260-355. Suite $460-3700. Extra person $35. MAP, including breakfast and dinner, $50. Children 16 and under free in parents' room. Holiday rates on request. Tax: sales 6%, occupancy 3%. Service charge: $9 per room per day. Check out: noon. **Credit Cards:** all major accepted. **For Direct Billing:** arrange in advance. **Checks:** cashed for guests with I.D.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Forty-three meeting rooms offer 70,000 sq. ft. of space primarily on the first 2 floors of the main building, and in a separate 2-story convention center and the Beach Club and Villas. All have multiple electrical/microphone outlets and controls for climate, electricity and sound. Separate entrances, banquet kitchen, storage and registration areas. Exhibits—Camino Room can accommodate 32 8'x10' exhibit booths. Independent utilities: 110/220V electrical outlets, telephone, CCTV cables, steam, gas, hot and cold water.

Name of Room	Great Hall	Galleon	Granada/ Barcelona	Valencia
Dimensions (LxWxH in feet)	144x95x23	127x38x17	92x35x9	51x55x16
Square Feet	13,680	4826	3220	2938
Floor Number	Ground	Ground	Ground/2	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity Auditorium	1300	500	300	250
Classroom	750	300	200	170
U-Shape	250	100	60	65
Reception	1500	450	250	300
Banquet	1000	350	200	175

MEETING EQUIPMENT:

Supplied by the hotel—*at a charge:* 2 Projection Rooms; Installed & Portable PA Systems; Remote Control Cords; Reel & Cassette Tape Recorders/Players; Rear Screen, Overhead, 16mm/8mm Sound, Film Strip, Opaque, 35mm Slide Projectors; Initial Lectern Microphone; Permanent & Portable Stages; Projection Screens.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Messenger Service; Notary Public; Carpentry Shop; Sign Painter; Paint Shop; Plumber; Electrician; Locksmith; Laborers; Security Guards; First Aid; A/V Operators & Repairmen.

Provided by local vendors—Stenographer; Print Shop; Photographer/Photo Shop; Display Builder; Musicians; Decorating Service; Tours & Entertainment; Translators.

THE RITZ-CARLTON, NAPLES

463 Rooms

280 Vanderbilt Beach Rd., Naples 33963. PHONE: (813) 598-3300; (800) 241-3333. FAX: (813) 598-6690. KEY PERSONNEL: Joseph Freni, Jr., Gen. Mgr.; Barry M. Brown, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel on 19 tropically landscaped acres within the prestigious Pelican Bay Development directly on the Gulf of Mexico. 5 miles, 15 minutes from Naples Airport; airport bus on request. 25 miles, 35 minutes from Fort Myers Southwest Regional Airport; airport bus on request.

ACCOMMODATIONS—Mediterranean-style 14-story hotel houses 463 rooms including 28 suites. All have a Gulf view, air conditioning control, direct-dial phone with message alert, remote control color TV with feature movies, balcony with French doors, dressing room, honor bar. 219 rooms have oversized beds. 4 rooms have doors accepting wheelchairs.

DINING/ENTERTAINMENT—The Grill, a specialty restaurant serving seafood and prime aged grilled meats, is open daily for dinner 6-11PM; entrees $25-47. The Dining Room is open for dinner 6-10PM with entrees $30-45. The Cafe offers all-day dining and casual poolside dining 6:30AM-11PM; breakfast $6, lunch $10, dinner $20. The Beach Pavilion, open daily 8AM-4PM, offers light meals; entrees $7. Lobby Lounge and Poolside Bar serve cocktails daily. The Club features dancing and live entertainment nightly, except Sun. Some restaurants operate seasonally.

SERVICES/FACILITIES/SHOPS—Newsstand, beauty/barber shop, clothing for women and men. Concierge. Airline reservation, car rental, local tour desk. Business services include Telex 522450. Multilingual staff. Indoor valet parking for 250 cars, $12 nightly; free outdoor parking for 400 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor swimming pool. Health club with sauna and steam baths. Beach with facilities for swimming, sailing, boating, waterskiing. 6 lighted tennis courts. 27-hole championship golf courses nearby.

RATES—European plan, 1994. Jan. 1-Apr. 30, Single/Double $295-540, Suite $795-2500. May, Single/Double $235-490, Suite $715-2500. Jun. 1-Oct. 1, Single/Double $130-360, Suite $550-2500. Oct. 2-Dec. 10, Single/Double $235-490, Suite $715-2500. Extra person $15. Tax 6%. Service charge 19% on catered food and beverages. Value Season Jul.-Sept. Credit Cards: American Express, Carte Blanche, Diners, Discover, Eurocard, JCB, MasterCard, Visa. For Direct Billing: contact credit mgr. Checks: $200 cashed with American Express.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty meeting rooms, located on the first 2 floors, include The Pavilion (new 1992). All have multiple outlets and controls for climate, sound, 110/220V 3-phase electricity. The Boardroom offers 900 sq. ft. seating 60 people. Registration area, check and rest rooms, phones. Locked storage area. Separate entrance.

Exhibits—Ritz-Carlton Ballroom and Plaza Ballroom provide 13,685 sq. ft. for 102 8'x10' booths. Direct truck access 8' wide, 8' high. Truck docks, load levelers, freight elevator with 4000-lb. capacity and doors 4'x7'.

Name of Room	Ritz-Carlton Ballroom	The Pavilion	Plaza Ballroom	Moorings
Dimensions (LxWxH in feet)	129x78x16	135x75	80x44x14	36x30x12
Square Feet	10,062	10,125	3520	1080
Floor Number	Lobby	Lobby	Lobby	Mezzanine
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	Yes	No
Capacity				
Auditorium	1000	1000	350	85
Classroom	600	600	200	60
U-Shape	NA	NA	75	33
Reception	1000	1000	350	85
Banquet	800	800	280	60

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Lecterns with Lights; Podiums; Padded Metal Stack Chairs; Blackboards; Easels/Tablets; Cork Boards; Pads, Pens, Pencils.—*at a charge:* Installed & Portable PA System; Tape Recorder/Player; Lectern, Portable & Floor Microphones; Translation Equipment; A/V Replacement Parts; All Projectors; Projection Screens; Remote Control Cords; CCTV Equipment; Typewriters; Duplicating Machines; Direction Signs; Truck/Van; Teleconferencing Facilities.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Stenographer; Notary Public; Print Shop, Carpentry Shop; Translators; Paint Shop; Plumber; First Aid; Tours & Entertainment.

Provided by local vendors—Laborers; Messenger Service.

THE REGISTRY RESORT

474 Rooms

475 Seagate Drive, Naples 33940. PHONE (813) 597-3232; (800) 247-9810. FAX: (813) 566-7919. KEY PERSONNEL: Jerry Thirion, V.P. Managing Dir.; Alan R. D'Zurilla, V.P. Sales & Mktg.; Larry Rainey, Dir. of Conv. Svcs.; Victor Browning, Dir. of Catering.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel situated on 15 acres of tropical gardens and natural wetlands, directly on the Gulf of Mexico in Naples. 30 minutes from Southwest Florida Regional Airport. 6 miles, 10 minutes from Naples Municipal Airport. Hotel is located on Seagate Drive, 1 mile west of Hwy. 41.

ACCOMMODATIONS—Contemporary hotel with 18-story main tower houses 424 rooms including 29 suites. Also, 50 villas are located near tennis complex. Guest rooms have balcony with Gulf view. All rooms have remote control color cable TV, radio, refrigerated mini-bar, wet bar, hair dryer and lighted vanity with make-up mirror.

DINING/ENTERTAINMENT—Lafite, featuring regional American and Continental cuisine, is open 6-10:30PM. Brass Pelican, a casual seafood restaurant, offers meals 6-10PM. Cafe Chablis serves breakfast, lunch and dinner 6:30AM-9PM daily, 6:30AM-10PM Fri. and Sat., and Sunday brunch 11:30AM-2PM. Scoops Ice Cream Parlor and Patisserie is open 8-10PM daily. The Lobby Lounge is open 11AM-1AM. Garrett's cocktail lounge is open 9PM-2AM. The Palm Terrace pool restaurant and bar and Beach Snack Bar are also available. Restaurant hours may vary due to seasonal changes. Room service.

SERVICES/FACILITIES/SHOPS—Concierge services and sightseeing tours. Business facilities include telex and facsimile. Kids Club, babysitters available. Laundry, dry cleaning, shoe shine. Covered valet, self-service parking.

RECREATIONAL/AMUSEMENT FACILITIES—Three heated outdoor swimming pools. Fitness center with sauna, steam and eucalyptus rooms, free weights, variable resistance machines, aerobics studio, massage and facials. Beach club with water sport equipment and miles of white sand beach. 15 Har-Tru tennis courts. Jogging and biking paths. Canoe trips through Registry's Backyard Wildlife Preserve. 27-hole golf course nearby.

RATES—European plan, Sept. 16-Dec. 15 1993, Single/Double $220-350, Suite/Villa $465-485. Dec. 16 1993-May 14 1994, Single/Double $290-400, Suite/Villa $540-560. Credit Cards: all major. For Direct Billing and Checks: contact credit mgr.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Sixteen meeting rooms, all on one level, provide 38,000 sq. ft. of meeting space that includes a major pre-function area. Crystal Ballroom divides into 8 sections, Lalique Ballroom into 4, and Naples/Charlotte Meeting Room into 2. All have multiple microphone/phone/electrical outlets and individual controls for climate, sound and 120V, single-phase electricity.

Exhibits—Crystal Ballroom offers 14,442 sq. ft. for 99 8'x10' booths. Freight elevator; doors 8' wide, 10' high.

Name of Room	Crystal Ballroom	Lalique Ballroom	Naples/ Charlotte	Registry Board Room
Dimensions (LxWxH in feet)	166x87x17	99x65x11	44x22x12	21x20x12
Square Feet	14,442	6435	968	420
Floor Number	2	2	2	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity				
Auditorium	1660	740	75	NA
Classroom	900	400	50	NA
U-Shape	NA	NA	35	NA
Reception	1660	740	130	NA
Banquet	1229	545	70	NA

MEETING EQUIPMENT:

Supplied by the hotel—*at a charge:* PA System; Projection Screen; Microphones; Portable Stages; Lectern; Podium; Stack Chairs; Blackboards; Easels; A/V Equipment; Teleconferencing.

Supplied by local vendors—Special equipment can be arranged by the convention services staff.

MEETING SUPPORT SERVICES:

Provided by local vendors—Convention Services and Conference-level Concierge are available to arrange for professional services and theme parties.

CALLAWAY GARDENS RESORT

350 Inn Rooms
441 Cottage/Villa Rooms

U.S. Highway 27, Dept. AE/4, Pine Mountain 31822. PHONE: (706) 663-2281, Sales Office (800) 543-7121. FAX: (706) 663-5080. KEY PERSONNEL: Tom Hosea, Gen. Mgr.; Jarrell Johnson, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round golf resort on 12,000 acres of woods and gardens with 13 man-made lakes in the foothills of the Southern Appalachians. 4 miles, 5 minutes from Callaway Gardens-Harris County Airport with 5000-foot lighted runway; courtesy car on call. 35 miles, 35 minutes from Muscogee County Airport in Columbus. 70 miles, 1 hour southwest of Atlanta Airport.

ACCOMMODATIONS—Modern low-rise hotel houses 350 rooms including 10 suites. In addition, 155 2BR cottages and 50 2BR-4BR villas offer a total of 441 guest rooms. All have climate control, color TV and phone with message alert.

DINING/ENTERTAINMENT—The English-style Plantation Room features Southern buffet 7AM-9:30PM, dinner $20. Gardens Restaurant is open noon-2:30PM, 6-9PM with dinner $10-17. Georgia Room is open 7-11PM with entrees $37; reservations required. Country Kitchen Restaurant is open 8:30AM-5PM. Veranda Restaurant offers Southern Italian cuisine, entrees $10-18. Flower Mill Deli is open seasonally from 11AM. Vineyard Green lounge, open daily except Sun. 11:30AM-1AM, has live entertainment.

SERVICES/FACILITIES/SHOPS—Various service shops. Thrifty car rental. Business services include secretarial, copier, facsimile and telecommunication services. Free outdoor parking for 600 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor/indoor pools. Fitness center. Watersports at white-sand Robin Lake Beach, May-Labor Day. 17 lighted, clay tennis courts with resident pro. 63 holes of golf with resident pro; green fees $38; Mountain View championship golf course, home of the PGA Buick Southern Open, $10 surcharge, cart $32. Two racquetball courts.

RATES—Year-round, European plan, Inn $90-120, Cottage $130-260, Villa $160-605, Suite $215-370. Extra person $15. Tax: 9%. Check out: noon. Value Seasons: Dec-Feb, Jun-Aug. Credit Cards: American Express, Discover, MasterCard, Visa. For Direct Billing: arrange in advance. Checks: $25.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Three meeting areas, the Convention Center, Conference Center and Cottage Meeting Center, provide 56,000 sq. ft. Convention Center has 11 rooms including the Callaway Ballroom which divides into 6, and a pre-function area. 2 boardrooms seat 14 and 20. Conference Center has 17 rooms for 10-150 people; concierge, message center, lounges with reception and security. A/V equipment includes built-in rear screen projection, controlled lighting, swivel chairs, work surfaces. Cottage Meeting Center has 3500 sq. ft. and 4 meeting rooms for 200 people. All have climate/sound controls and multiple electrical/microphone outlets. Separate entrance, banquet kitchen, registration area.

Exhibits—Reception Room can hold 30 8'x10' booths. Callaway Pavilion can hold 80 8'x10' booths. Direct truck access 60' wide, 10' high and loading platform door 12' wide, 7' high.

Name of Room	Callaway Ballroom	Dogwood	Magnolia & Willow each	Peach
Dimensions (LxWxH in feet)	150x72x13	40x72x13	40x66x13	30x72x13
Square Feet	10,050	2880	2640	2160
Floor Number	Ground	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	1300	300	300	160
Classroom	750	175	175	100
U-Shape	NA	60	60	56
Reception	1500	300	300	200
Banquet	900	224	224	144

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* PA Systems; Lecterns with Lights; Podiums; Stack Chairs; Blackboards; Bulletin Board; Pads, Pencils; Projection Room; Portable Stage.—*at a charge:* Tape Recorders/Players; Phonographs; Duplicating Machines; Projectors; Video Tape Players; Microphones; Projection Screens; Remote Control Cords; Easels/Tablets

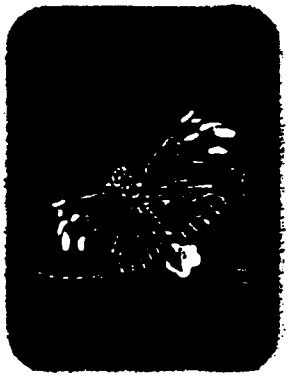
MEETING SUPPORT SERVICES:

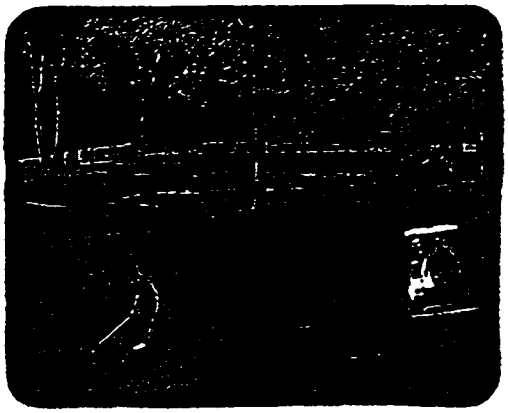
Provided by the hotel—*at no charge:* Notary Public —*at a charge:* Stenographer; Carpentry; Electricians; A/V Operators & Repairmen; Security

Provided by local vendors—Print Shop; Photographer/Photo Shop; Musicians. Hotel can arrange for outside vendors with advance notice.

NOT YOUR AVERAGE WALK IN THE PARK.





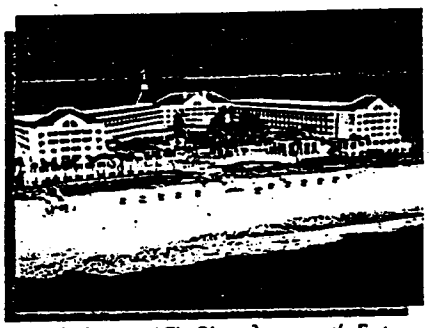


- *3 fully equipped conference centers*
- *60,000 square feet of meeting and pre-function space accommodates up to 1,500*
- *Well-appointed guest rooms, cottages and villas*
- *Dedicated banquet facilities*
- *7 restaurants and lounges*

Meet at Callaway Gardens Resort and you'll find a working environment enhanced by a natural one. One in which miles and miles of forested hills quietly inspire you. And recreation like golf, tennis, bicycling and a walk through the Gardens foster a more relaxed and, hence, more focused feeling at meetings. To find out more about meeting at Callaway Gardens, call 1-800-543-7121. Callaway Gardens Resort. There's nothing average about it.

Callaway Gardens Resort
Pine Mountain, Georgia 31822-2000

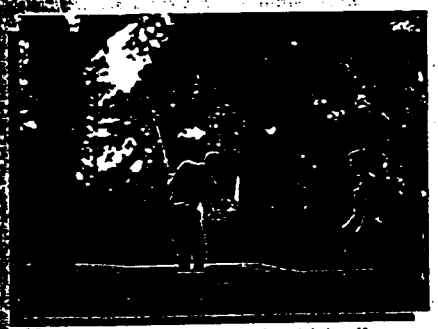
THE WESTIN RESORT
Hilton Head Island



One of only two AAA Five Diamond resorts on the East Coast, The Westin Resort is easy to reach from almost any major U.S. city.



The Resort features 16 meeting rooms encompassing more than 25,000 square feet of conference space, plus 410 guest rooms and suites.



Guests enjoy three PGA championship 18-hole golf courses, five outstanding tennis, three pools and fitness center.

Steeped in Southern hospitality, The Westin Resort is where business meets pleasure... on the ocean. For reservations, call 1-800-999-4975 or direct (803)681-4000.

THE WESTIN RESORT, HILTON HEAD ISLAND

410 Rooms

Port Royal, Grasslawn Avenue, Hilton Head Island 29928. PHONE (803) 681-4000; Reservations (800) 228-3000; Sales (800) 999-4975 FAX: (803) 681-1017. KEY PERSONNEL: J. Pat Burton, Gen. Mgr Carol DeLapp, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round oceanfront resort on Port Royal in central Hilton Head Island 3 miles 5 minutes from Hilton Head Island Airport serving private aircraft and commuter service. 35 miles 45 minutes from Savannah Int'l Airport, ground transportation and car rental available. Highway access via I-95 southbound to Highway 462 northbound exit at Hardeeville SC.

ACCOMMODATIONS—5 story resort hotel houses 410 guest rooms including 28 suites. All rooms have air conditioning control, direct-dial phone, bathroom phone, remote control color TV with first-run movies cablevision, AM/FM bedside control, private balcony, refreshment pantry coffe maker, wall safe, hair dryer. 5 rooms equipped for the disabled. Two and three-bedroom villas available. Royal Beach Club floor offers room with ocean view, private lounge and special services.

DINING/ENTERTAINMENT—Facilities include Carolina Cafe serving all meals, the The Baronet Grill and The Pelican Poolside a seasonal poolside snack bar. The Gazebo Lounge features afternoon tea, cocktails with piano accompaniment during cooler months. The Playful Pelican is a seasonal oceanfront lounge offering live entertainment and light fare.

SERVICES/FACILITIES/SHOPS—Gift shop, beauty and barber shop, men's and women's clothing, resort wear shops, jewelry store. Business services include state-of-the art audio/visual equipment, facsimile, telephone and telecommunications devices for the hearing impaired. Concierge arranges dinner reservations, golf, tennis, car rental, babysitting, tours and island activities. Self-service/valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—One indoor and two outdoor pools. Three 18-hole PGA championship golf courses. 16-court tennis club featuring all three Grand Slam playing surfaces. Secluded beachfront with activities. Health club with exercise room, sauna, steam, whirlpool, massage. Biking and water sports arranged.

RATES—European plan. Sept.-Nov. 14 1993. Single/Double. $205-295 Nov. 15 1993-Feb. 20 1994. Single/Double $105-205 Feb. 21-Mar. 1994 Single/Double $215-350 Rollaway $20. Extra person $20. Group rates are negotiable. Tax: 7% plus $4.50 per day Incidental Service Fee which includes local calls, complimentary coffee/tea, health club membership and free transportation to golf facilities; subject to change. **Credit Cards:** all major. **For Direct Billing:** contact credit manager.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Sixteen meeting rooms totaling 25,400 square feet include the 13,200-sq.-ft. Grand Ballroom divisible into 6 sections Fort Walker into 3, Lady Davis Sampson, Hibiscus, Jasmine, Magnolia and two state-of-the art boardrooms. All are on the first floor and have multiple microphone and A/V outlets, controls for climate, light, electricity.

Name of Room	Grand Ballroom	Fort Walker	Lady Davis & Sampson	Hibiscus & Jasmine
Dimensions (LxWxH in feet)	150x88x17	28x96x10	22x54x10	64x64x10
Square Feet	13,200	2688	1188	2048
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity Auditorium	1600	270	100	190
Classroom	800	144	42	96
U-Shape	336	81	36	54
Reception	1600	270	100	190
Banquet	1000	180	60	120

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA System; Projection Room; Portable Stages; Lighted Lecterns; Stack Chairs; Blackboards; Easels Cork Boards; Pads; Pencils; Bulletin Board; Direction Signs; Mints.—*at a charge:* Video, Slide, Overhead and Movie Projectors; Video Recorders/Players; Audio Tape Recorders; Video Cameras; Portable Sound Systems & Microphones; Multi-Image Equipment; Followspots; CCTV Equipment; Telephones; Typewriters; Duplicating Machines; Facsimile Machine; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; A/V Operators; Musicians; Security; Decorator; Attendee Registration; Tours & Entertainment.

Provided by local vendors—Messenger; Stenographer; Translators; Notary; Print Shop; Photographer; Display Builder; Sign Painter.

HYATT REGENCY HILTON HEAD RESORT

505 Rooms

P.O. Box 6167, Hilton Head Island 29938. PHONE: (803) 785-1234; (800) 233-1234. FAX: (803) 785-2432. KEY PERSONNEL: Sheldon Fox, Gen. Mgr.; Jim Pedone, Dir. of Sales; Doug Sopp, Dir. of Catering/Convention Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round golf and tennis resort in a tropical setting on the Atlantic Ocean. 38 miles, 45 minutes from Savannah Int'l Airport, GA; 14-passenger airport van $38 per person, round-trip. 5 miles, 10 minutes to Hilton Head Island Airport. Access to island or hotel via I-95, U.S. 278 and U.S. 17.

ACCOMMODATIONS—Ultra-modern high-rise comprises 505 soundproof rooms including 31 suites. All rooms have private balcony, air-conditioning control, remote control color TV, in-house movies, radio and direct-dial phone with message alert and video messages. Regency Club rooms offer special amenities.

DINING/ENTERTAINMENT—The Cafe is open 6:30AM-11PM serving 3 meals. Club Indigo, a show bar with dancing, shows and cocktails, is open 8PM-2AM Mon.-Sat. Oceanfront Possum Point Restaurant is open 7AM-6PM. Oceanfront Point Comfort Bar is open 11AM-6PM, weather permitting. Hemingway's Restaurant and Lounge, specializing in fresh seafood, is open nightly. J.J. Pepperonio's homemade pizza is served nightly on the oceanfront from 6PM. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Newsstand and shopping arcade. Business services include photocopy and facsimile machines, Federal Express and secretarial services. Concierge. Airline and car rental reservations arranged. Multilingual staff.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor and outdoor pools. Health club, saunas, whirlpool. 3 miles of private beach for bathing, boating, fishing. On-site marina with cruises. Racquet club with resident pro and 25 all-weather outdoor tennis courts, 6 lighted, managed by Palmetto Dunes. 5 championship 18-hole golf courses designed by Robert Trent Jones, George Fazio and Arthur Hills; Chip Pellerin is director of golf; green fees $48, cart $16 per person per 18 holes; additional charge for Arthur Hills course at Palmetto Hall Plantation. Volleyball, bicycling, canoeing, fishing, jogging.

RATES—European plan. Feb. 14-Nov. 12 1993, Single/Double $195-260, Suite $260-925. Nov. 13 1993-Mar. 1994, Single/Double $115-165, Suite $160-750. Special package and group rates available. Extra person $15. Tax: 7%. Check out: noon. Video check-out available. Children under age 18 free in parents' room. Credit Cards: all major. For Direct Billing and Checks: arrange in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Fifteen meeting rooms, including 10 which can be combined, are on levels 1 and 2. The 18,300-sq.-ft. Ballroom also offers 5600-sq.-ft. pre-function area. 5 additional rooms, for smaller meetings, are on the lower level. All have multiple microphone/electrical outlets, controls for climate and electricity and can accommodate CCTV equipment. Separate entrance, banquet kitchen, check and rest rooms, phones.

Name of Room	Ballroom	Capt Jack	Fairfield	Woodward
Dimensions (LxWxH in feet)	225x82x18	35x27x11	34x27x11	31x27x11
Square Feet	18,300	945	924	837
Floor Number	2	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	No
Capacity Auditorium	3000	90	80	80
Classroom	1400	50	50	55
U-Shape	NA	35	35	35
Reception	2500	80	80	80
Banquet	1680	70	60	70

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Stationery; Lobby Board. —*at a charge:* Duplicating Machines; Direction Signs; Name Cards.

Supplied by local vendors—Installed & Portable PA Systems; Reel & Cassette Tape Recorders/Players; Lectern, Portable & Floor Microphones; A/V Replacement Parts; Projectors; Screens; Remote Control Cords; CCTV Equipment; Lecterns with Lights; Podiums; Blackboards; Easels/Tablets; Cork & Flannel Boards; Typewriters; Truck/Van.

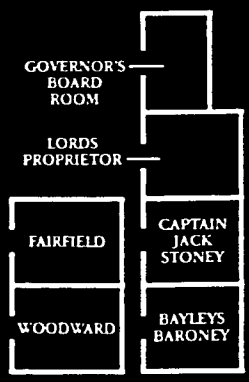
MEETING SUPPORT SERVICES:

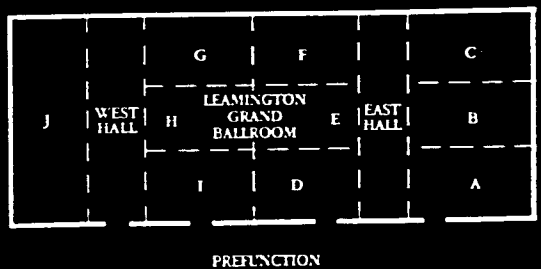
Provided by the hotel—*at a charge:* Guards; Attendee Registration; Notary Public; Plumber; Electrician; Laborers.

Provided by local vendors—Printer; Photographer/Photo Shop; Carpenter; Display Builder; Painter; Musicians; Decorator; A/V Technicians.

HYATT REGENCY HILTON HEAD ®







THE GROVE PARK INN RESORT

510 Roo

290 Macon Ave., Asheville 28804. PHONE: (704) 252-2711. FAX: (70 253-7053. KEY PERSONNEL: James S. France, CHA, Gen. Mgr.; Jay I Boyd, Dir. of Sales; Craig Madison, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Resort complex on 140 acr of rolling fairways and southern pines in the heart of the Blue Ridge Sunset Mountain, overlooking the city of Asheville. 2 miles, 5 minutes fro Asheville Civic Center. 17 miles, 20 minutes from Asheville Regional A port; 8-passenger airport limo $7.3 one way, $26 round trip, reservations required; taxi $30. Hourly bus to downtown Asheville. Two miles north U.S. 70 and I-240; 8 miles from intersection of Interstates 40 and 26.

ACCOMMODATIONS—Historic inn built in 1913 of native mountain stone, offers 510 guest rooms including 12 suites. All rooms have air conditioning control, direct-dial phone with message alert, color TV with in-room movies, and safes. Club floor rooms are available.

DINING/ENTERTAINMENT—Sunset Terrace, a unique outdoor restaurant, offers superb views. Blue Ridge Restaurant and Carolina Cafe specialize in American and Continental cuisine. Horizons offers innovative classic cuisine. 3 lounges serve cocktails and entertainment, including Elaine's, a 200-seat nightclub featuring live entertainment. Some restaurants are open on a seasonal or limited basis.

SERVICES/FACILITIES/SHOPS—Newsstand. 3 gift shops. Laundry and dry cleaning. Ice and vending machines. Activities information desk. Babysitting. physician on call. Multilingual staff. Free indoor and outdoor parking.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor and indoor pools, both heated. Sports Center is a fitness facility with 3 tennis courts, 2 racquetball courts, 1 squash court, aerobics and weight/exercise rooms, whirlpools and saunas. 6 outdoor tennis courts. 18-hole golf course with director of golf and pro shop. Children's playground and activities room.

RATES—European plan. May-Dec. 1993: Single/Double $115-195. Jan.-Apr. 1994: Single/Double $75-140. Suite $325-375. Extra person $25. Children under age 16 free in parents' room. Tax 9%. Check in 4PM. Check out: noon. Value Season: Winter. **Credit Cards:** all major accepted. **Direct Billing:** contact controller. **Checks:** $50 cashed with approval.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Forty meeting rooms, including two ballrooms offer 50,000 square feet of function space. All rooms have individual controls for climate, sound. 110V single-phase electricity and multiple electrical, microphone and phone outlets.

Exhibits—Heritage Ballroom, located in the conference center, offers 8[illegible] sq. ft.

Name of Room	Grand Ballroom	Heritage Ballroom	Laurel F.G.H.I.
Dimensions (LxWxH in feet)	162x1[illegible]x20	77x114x14	51x31x9
Square Feet	17696	8778	1606
Floor Number	Conv. Level	Lobby	Lobby
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity			
Auditorium	2000	1200	140
Classroom	1300	650	120
U-Shape	NA	NA	NA
Reception	1865 1865	1500	200
Banquet	1500 1500	900	115

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge*: Padded Metal Stack Chairs; No Pads, Pencils; Lobby Bulletin Board. —*at a charge*: Portable PA System; Tape Recorders/Players; Portable & Floor Microphones; Overhead, 16mm Sound, Opaque, 35mm Slide Projectors; Projection Screens; Video Tape Recorders; Easels/Tablets; Blackboards, Cork Boards; Remote Control Cords; TV; Spotlights; 12'x12' Portable Stages; Podium or Lectern with Light; Direction Signs.

Supplied by local vendors—Projectors; CCTV Equipment; Flannel Boards; Typewriters; Duplicating Machines; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge*: Laborers; A/V Operators; Carpenter; Photographer; Plumber; Electrician; Musicians; Notary.

Provided by local vendors—Locksmith; Messenger; Stenographer; Print Shop; Display Builder; Translators; Decorator; Attendee Registration; Limo Service.

HYATT REGENCY HILTON HEAD RESORT

505 Rooms

P.O. Box 6167, Hilton Head Island 29938. PHONE: (803) 785-1234; (800) 233-1234. FAX: (803) 785-2432. KEY PERSONNEL: Sheldon Fox, Gen. Mgr.; Jim Pedone, Dir. of Sales; Doug Sopp, Dir. of Catering/Convention Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round golf and tennis resort in a tropical setting on the Atlantic Ocean. 38 miles, 45 minutes from Savannah Int'l Airport, GA; 14-passenger airport van $38 per person, round-trip. 5 miles, 10 minutes to Hilton Head Island Airport. Access to island or hotel via I-95, U.S. 278 and U.S. 17.

ACCOMMODATIONS—Ultra-modern high-rise comprises 505 soundproof rooms including 31 suites. All rooms have private balcony, air-conditioning control, remote control color TV, in-house movies, radio and direct-dial phone with message alert and video messages. Regency Club rooms offer special amenities.

DINING/ENTERTAINMENT—The Cafe is open 6:30AM-11PM serving 3 meals. Club Indigo, a show bar with dancing, shows and cocktails, is open 8PM-2AM Mon.-Sat. Oceanfront Possum Point Restaurant is open 7AM-6PM. Oceanfront Point Comfort Bar is open 11AM-6PM, weather permitting. Hemingway's Restaurant and Lounge, specializing in fresh seafood, is open nightly. J.J. Pepperonio's homemade pizza is served nightly on the oceanfront from 6PM. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Newsstand and shopping arcade. Business services include photocopy and facsimile machines, Federal Express and secretarial services. Concierge. Airline and car rental reservations arranged. Multilingual staff.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor and outdoor pools. Health club, saunas, whirlpool. 3 miles of private beach for bathing, boating, fishing. On-site marina with cruises. Racquet club with resident pro and 25 all-weather outdoor tennis courts, 6 lighted, managed by Palmetto Dunes. 5 championship 18-hole golf courses designed by Robert Trent Jones, George Fazio and Arthur Hills; Chip Pellerin is director of golf; green fees $48, cart $16 per person per 18 holes; additional charge for Arthur Hills course at Palmetto Hall Plantation. Volleyball, bicycling, canoeing, fishing, jogging.

RATES—European plan, Feb. 14-Nov. 12 1993, Single/Double $195-260, Suite $260-925. Nov. 13 1993-Mar. 1994, Single/Double $115-165, Suite $160-750. Special package and group rates available. Extra person $15. Tax: 7%. Check out: noon. Video check-out available. Children under age 18 free in parents' room. Credit Cards: all major. For Direct Billing and Checks: arrange in advance.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Fifteen meeting rooms, including 10 which can be combined, are on levels 1 and 2. The 18,300-sq.-ft. Ballroom also offers 5600-sq.-ft. pre-function area. 5 additional rooms, for smaller meetings, are on the lower level. All have multiple microphone/electrical outlets, controls for climate and electricity and can accommodate CCTV equipment. Separate entrance, banquet kitchen, check and rest rooms, phones.

Name of Room	Ballroom	Capt Jack	Fairfield	Woodward
Dimensions (LxWxH in feet)	225x82x18	35x27x11	34x27x11	31x27x11
Square Feet	18,300	945	924	837
Floor Number	2	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	No
Capacity				
Auditorium	3000	90	80	80
Classroom	1400	50	50	55
U-Shape	NA	35	35	35
Reception	2500	80	80	80
Banquet	1680	70	60	70

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Stationery; Lobby Board. —*at a charge:* Duplicating Machines; Direction Signs; Name Cards.

Supplied by local vendors—Installed & Portable PA Systems; Reel & Cassette Tape Recorders/Players; Lectern, Portable & Floor Microphones; A/V Replacement Parts; Projectors; Screens; Remote Control Cords; CCTV Equipment; Lecterns with Lights; Podiums; Blackboards; Easels/Tablets; Cork & Flannel Boards; Typewriters; Truck/Van.

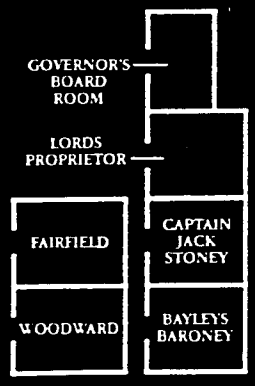
MEETING SUPPORT SERVICES:

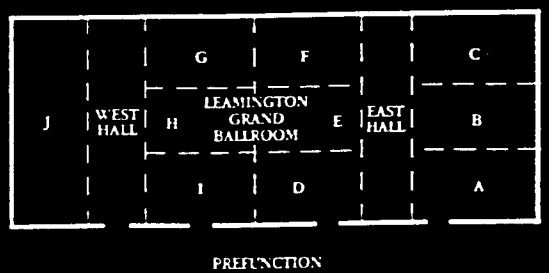
Provided by the hotel—*at a charge:* Guards; Attendee Registration; Notary Public; Plumber; Electrician; Laborers.

Provided by local vendors—Printer; Photographer/Photo Shop; Carpenter; Display Builder; Painter; Musicians; Decorator; A/V Technicians.

HYATT REGENCY HILTON HEAD







CRYSTAL SANDS, HOLIDAY INN CROWNE PLAZA RESORT

340 Rooms

130 Shipyard Dr., Shipyard Plantation, Hilton Head Island 29928. PHONE: (803) 842-2400; (800) 228-9290. FAX: (803) 842-9975. KEY PERSONNEL: Jack Miller, Gen. Mgr.; Pamela Gilbert, Dir. of Mktg.; Wendy Ellis, Dir. of Sales; George Bentley, Conv. Svcs. Mgr.

LOCATION/TRANSPORTATION FACTS—Year-round 800-acre beach resort situated 35 miles north of Savannah, GA and 90 miles south of Charleston, SC. 35 miles, 45 minutes from Savannah Airport; 10- to 25-passenger bus on request $21, 5-passenger private limo $65, taxi $55 for first 2 passengers. 3 miles, 10 minutes from Hilton Head Airport serving private aircraft with a lighted 3700-foot asphalt runway; taxi $11 first 2 passengers. 40 miles, 60 minutes from Seaboard Coastline station in Savannah; limo $65, taxi $55. Access via I-95 exit 28 to Hwy. 278 N. exit 5.

ACCOMMODATIONS—Modern 5-story resort, renovated in 1993, built around a lush courtyard, houses 340 rooms including 25 suites. All have climate control, direct-dial phone with message alert, remote control color cable TV, radio, balcony, in-room safe, coffee maker. Non-smoking rooms and rooms equipped for the disabled available. Groups are pre-registered.

DINING/ENTERTAINMENT—The Dining Room serves regional and Continental specialties 7AM-11PM; entrees $8-30. The Cafe, in a beach club atmosphere, serves light fare 11AM-11PM; entrees $7-16. The Lounge high energy club features live bands; open 5PM-2AM. The Pool Bar, a casual sports bar open 11AM-9PM, features musical groups seasonally. The Salon is open 7AM-midnight. The Billards Room is open 11AM-2PM. Jazz brunch on Sunday. Room service 7AM-midnight.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop, bookstore, beauty/barber shop, clothing boutique. Local tour and theater ticket desks. Business services include personal computer, pager, copier, facsimile and secretarial services. Multilingual staff. Free parking for 350 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor, outdoor pools. Fitness center with gym, sauna. White sand beach for bathing and all water sports. 27 holes of golf; green fees $31-66, cart $17-20. 20 all-weather tennis courts, 8 lighted; $12-18 per hour.

RATES—European plan, Mar. 3-Nov. 15 1993, Single/Double $169-239, Suite $350-525. Nov. 15 1993-Mar. 15 1994, Single/Double $99-139, Suite $225-450. Extra person $15. Tax: 10%. Check out: noon. Video check out. Value Seasons: Nov.-Mar., Sept. **Credit Cards:** all major. **For Direct Billing:** submit application for approval. **Checks:** $100 cashed/day.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Six meeting rooms are on the first 2 floors. Ballroom divides into 8 to provide a total of 14 meeting rooms. Board Room seats 18 people. All rooms, except the covered Outdoor Pavilion, have controls for climate, sound, and 220V 3-phase electricity and multiple phone, microphone and electrical outlets. Separate entrance, registration area, rest rooms, phones, storage area, teleconferencing.

Exhibits—Ballroom has 10,000 sq. ft. for 65 10'x10' or 85 8'x8' booths.

Name of Room	Ballroom	Oceanfront Pavilion	Conference Rooms (4 ea.)
Dimension (LxWxH in feet)	130x76x16	Irregular	28x25x8
Square Feet	10,000	7,000	700
Floor Number	1	Outdoor/1	2
Floor Cover	Carpet	Wood Deck	Carpet
Portable Walls	Yes	No	No
Capacity			
Auditorium	1000	300	60
Classroom	600	180	36
U-Shape	NA	40	24
Reception	1100	500	40
Banquet	800	350	35

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA; Portable Stages; Lighted Lecterns; Podiums; Name Cards/Holders.—*at a charge:* Portable PA; Cassette Recorders; All Microphones; A/V Parts; All Projectors; Screens; Remote Control Cords; VCRs; Video Cameras; Computer Monitors, Projectors; CCTV Equipment; Blackboards; Easels/Tablets; Cork/Flannel Boards; Pads, Pens, Pencils; Typewriters; Lobby Board; Direction Signs.

Supplied by local vendors—Translation Equipment; Stack Chairs; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; A/V Technicians; Notary; Attendee Registration.

Provided by local vendors—Locksmith; Laborers; Messenger; Printer; Photographer; Stenographer; Translators; Carpenter; Sign Painter; Display Builder; Plumber; Musicians; Security; Decorator; First Aid; Tours & Entertainment.

THE FOUNDERS INN AND CONFERENCE CENTER

249 Rooms

5641 Indian River Road, Virginia Beach 23464. PHONE: (804) 424-5511; (800) 926-4466. FAX: Sales Office (804) 366-5785; (800) 765-0580. KEY PERSONNEL: Victoria Shami, Dir. of Sales & Mktg.

LOCATION/TRANSPORTATION FACTS—Suburban hotel and conference facility located on 26 acres. 10 miles from Norfolk. 40 miles from Williamsburg. 15 miles from Pavilion Convention Center. 7½ miles from Norfolk Int'l Airport; free airport shuttle service. 13 miles from Chesapeake Municipal Airport serving private aircraft with an asphalt runway 3600-ft. long. 24 miles from Newport News Amtrak. Highway access via I-64 at Exit 81 East.

ACCOMMODATIONS—Georgian-style 3-story hotel, with historic detailing featuring Flemish bond brick and ornate millwork, houses 249 rooms including 9 suites. All rooms have air conditioning control, direct-dial phone with message alert, bathroom phone, color cable TV and radio. 14 rooms have fireplace. Presidential suite has balcony. 24 rooms have dressing room. 5 rooms are equipped for the handicapped. Groups can be preregistered.

DINING/ENTERTAINMENT—Restaurants include a formal dining room serving American-style cuisine and a deli-style eatery for snacks and light meals. In-house theatre. Room service is available.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop, boutique. Travel agent, airline ticketing desk, car rental, local tour and theater ticket desks. Business services include personal computer, secretarial services, copy and facsimile machines. Free outdoor parking for 549 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Outdoor and indoor swimming pools. Health club with sauna, weight room, aerobics room and 2 racquetball courts. Lakeside jogging track. 4 tennis courts, volleyball court, paddle boats. Within 4 miles of three 18-hole golf courses. Hotel can arrange area historical and wildlife tours.

RATES—European plan, Sept. 15-Mar. 31, Single $95-110, Double $95-125, Suite $130-800. Apr.-Sept. 14, Single $105-110, Double $105-125, Suite $150-900. Extra person $15. Tax: 9½%. Group rates available. Children under age 12 free in parents' room. **Credit Cards:** American Express, Carte Blanche, Diners, MasterCard, Visa. **For Direct Billing:** arrange in advance with credit mgr. **Checks:** $50 cashed.

Principal Meeting Facilities, Equipment and Services

GENERAL COMMENTS—Eighteen meeting and exhibit rooms are in the conference center providing 22,201 sq. ft. of meeting space. In addition, the Ballroom divides into 6 sections. All rooms have controls for sound. The Ballroom has 220V 3-phase electricity with multiple outlets. Theater offers fixed seating for 132, thrust stage with proscenium 12' wide 16' high, built-in Century Lighting and state-of-the-art audio visual system with surround sound. Separate entrances, banquet kitchen, registration area, coat check and rest rooms. Full teleconferencing facilities are available.

Exhibits—Ballroom offers 12,876 sq. ft. for 81 10'x10' or 86 8'x10' booths. Direct truck access via 3 doors 8'x8', freight elevator.

Name of Room	Ballroom	Meeting 1	Meeting 2	Meeting 3
Dimensions (LxWxH in feet)	148x87x17	39x28x10	26x28x10	24x27x10
Square Feet	12,876	1402	755	669
Floor Number	1	2	2	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	No
Capacity				
Auditorium	1388	155	83	72
Classroom	862	97	52	45
U-Shape	NA	14	18	16
Reception	1318	344	78	66
Banquet	1040	112	56	48

MEETING EQUIPMENT:

Supplied by the hotel—*at a charge:* Installed & Portable PA Systems; Cassette Tape Recorders/Players; All Microphones; Translation Equipment and Booths; A/V Carts; Overhead, 16mm/8mm Sound, Film Strip, 35mm Slide Projectors; Screens; VCR's; Video Camera; Computer Monitors; CCTV Equipment; Portable Stages; Podiums; Easels/Tablets; Flannel Boards; Pads, Pens, Pencils; Lobby Bulletin Board; Rear Screen, 70mm/35mm Sound Projectors; Theatrical Lighting; Padded Metal Stack Chairs; Typewriters; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Laborers; A/V Technician; Notary; Printer; Photographer; Carpenter; Display Builder; Sign Painter; Plumber; Musicians; Security; Attendee Registration; Tours.

Provided by local vendors—Locksmiths; Messengers; Stenographers; Decorators.

Make your next meeting a working vacation.







A business meeting can be quite enjoyable, especially when you're surrounded by an elegant decor, impeccable service and luxurious amenities.

The Founders Inn and Conference Center offers all that and much more, to make your business meeting seem more like a mini-vacation.

But don't be fooled by our beautifully-appointed hotel and guest rooms. Over 22,000 square feet of meeting space, a surround-sound amphitheater, customized lighting, satellite up-and-down links, and multilingual booths work hard to make your meeting a success.

And when it's time for rest and relaxation, there's exquisite dining, a fully-equipped fitness center, tennis, swimming, and nearby golf.

So plan your next business meeting at The Founders Inn. And reward yourself for a job well done.

For reservations, call our Sales Office at 1-800-765-0580.

THE FOUNDERS INN
AND CONFERENCE CENTER

The only four-diamond hotel in Norfolk/Virginia Beach.
I-64 and East Indian River Road, Virginia Beach, Virginia 23464

THE CAVALIER

400 Room

P.O. Box 885, 42nd St. & Oceanfront, Virginia Beach 23451. PHONE (804) 425-8555; (800) 446-8199. FAX: (804) 428-7957. KEY PERSONNEL: Dan Batchelor, VP and Gen. Mgr.; Glenn Graham, Dir. of Sales & Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round 18-acre oceanfro resort at the exclusive north end of Virginia Beach, 2 miles from Pavilic Convention Center and 4 miles from the business district. 17 miles, 25 mi utes from Norfolk Int'l Airport; 17-passenger courtesy van on property, 1 passenger airport bus every hour $15, taxi $25. Located 1½ miles north Route 44.

ACCOMMODATIONS—Eleven-story Cavalier on the Ocean and the el gant Georgian-style Cavalier on the Hill house 400 rooms including suites. All have air conditioning, direct-dial phone and color cable TV. 2 rooms have balcony. Some rooms are handicap-equipped. 6 suites ha wet bar. Groups can be pre-registered.

DINING/ENTERTAINMENT—Pocahontas, open seasonally, serves bre fast 7-11AM and dinner 5-9PM with entrees $10-15. Orion's, with a pan amic view, offers a unique seafood menu, music and dancing 6 night week 6PM-1AM. Sand Dollar, a poolside casual restaurant, is open 7A 10PM. The Breezeway offers outdoor dining seasonally noon-5PM with trees $2-6. The rooftop Orion's Lounge is open 6PM-2AM with dancir Cavalier Lounge, open 11AM-1AM, features a large screen TV. Room s vice 7AM-midnight.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop. Free outdoor pa ing for 600 cars; indoor valet parking, $10 per 24 hours.

RECREATIONAL/AMUSEMENT FACILITIES—Large outdoor pool Olympic-size indoor swimming pool. 600-ft. private beach. Health club tennis courts, 2 lighted; $8 per hour. Aerobic fitness course, basketb croquet, game room, putting green and volleyball. 2 miles from 4 piers fishing and boating. 6 golf courses nearby.

RATES—European plan, Sept. 6-Oct. 31 1993, Single/Double $90-1 Nov. 1 1993-Mar. 31 1994, Single/Double $55-95. Extra person $20. C dren under age 18 free in parents' room. One- and two-bedroom pa suite rates on request. Tax: 9.5%. Check out: 11AM. Check in: 3PM. Cr it Cards: all major. For Direct Billing: submit letter 30 days prior to rival. Checks: cashed for guests with ID and credit card.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Eighteen meeting rooms offer a total of 50, sq. ft. and include a 16,300 sq.-ft.-Ballroom with unobstructed view. C Reef divides into 5 sections and Beach Club divides into 3. All rooms h multiple microphone, phone and electrical outlets and controls for clim sound and 220V, 3-phase electricity. Registration area, rest rooms, phor Separate entrance, banquet kitchen.

Exhibits—Beach Club offers 18,000 sq. ft. for 110 8'x10' booths. Di truck access 15'wide, 15'high.

Name of Room	Beach Club	Coral Reef	Ballroom	Oceans
Dimensions (LxWxH in feet)	180x100x18	86x60x10	70x50x14	48x18x8
Square Feet	18,000	5160	3500	864
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No	No
Capacity Auditorium	1900	700	475	70
Classroom	900	300	250	35
U-Shape	NA	NA	NA	50
Reception	2000	500	475	80
Banquet	1200	475	375	60

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Portable Stages; Lecterns; Podi Stack Chairs; Easels; Lobby Bulletin Board; Direction Signs.—*at a cha* Extra Microphones; Overhead, 70mm/35mm/16mm Sound, 70mm/35 Slide Projectors; Screens; Blackboards; Duplicating Machines; Name Ca Holders; Truck/Van.

Supplied by local vendors—Tape Recorder; Rear Screen, 8mm So Film Strip, Opaque Projectors; Remote Control Cords; CCTV Eq ment; Typewriters; Teleconferencing Facilities.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Messenger; Carpentry Shop; P Shop; Plumber; First Aid.—*at a charge:* Electrician; Laborers; Notary Pu Musicians; Secutiry Guards; A/V Operators.

WILLIAMSBURG HILTON & NATIONAL CONF. CENTER

291

50 Kingsmill Rd., Williamsburg 23185. PHONE: (804) 220-3500. PERSONNEL: Richard A. Bull, Gen. Mgr.; Tom Jordan, Dir. of Sales Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round, 15-acre resort style hotel and conference center in a 2600-acre wooded residential complex on the James River. 2 miles from Colonial Williamsburg and one-half mile from Busch Gardens. 43 miles, 50 minutes from Byrd Int'l Airport. miles, 50 minutes from Norfolk Airport. 12 miles, 15 minutes from Newport News/Williamsburg Int'l Airport. Limo service available from all ports. Two miles from heliport. 2 miles, 5 minutes from Amtrak and the & O Railway. Highway access via Route 60 East, 64 East and 199 West.

ACCOMMODATIONS—Contemporary complex of three 3-story buildings adjoining a 6-story hotel. All 291 guest rooms, including 18 suites, soundproof with air conditioning control, color TV and direct-dial phone with message alert. Some include balcony, oversized conversation area and bar. Groups are pre-registered.

DINING/ENTERTAINMENT—The Main Dining Room offers specialities in a contemporary setting 6-10PM with entrees $12-22. Cafe is open 7AM-11PM with entrees available. The Lounge is open for cocktails 11AM-1:30AM with dancing nightly. Room service.

SERVICES/FACILITIES/SHOPS—Newsstand, gift shop, hair salon and boutique. Car and limousine rentals. Laundry and dry cleaning. Vending machines. Local tour desk. House physicians on call. Free outdoor self-serving parking for 600 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Indoor and outdoor swimming pools. Health club with gym and sauna. Two outdoor tennis courts. Racquetball courts, jogging. Indoor recreation room with ping-pong, pool and shuffleboard. Adjacent to 18-hole golf course designed by Peter Dye with pro shop, club rental and instruction.

RATES—European plan, Mar.-Sept. 1993, Single $95-115, Double $110-130. Suite $300-500. Extra person $15. Children free in parents' room. Tax: 6.5%. Check out: noon. Value Seasons: Jan.-Mar. and Nov.-Dec. **Credit Cards:** American Express, Carte Blanche, Diners, MasterCard, Visa.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—The 52,000-sq.-ft. conference center provides 30 meeting rooms. There are four 1184-sq.-ft. meeting rooms which can each seat 75 people. All meeting rooms have individual controls for heat, air conditioning, sound, 110V electricity and multiple electrical outlets. The 600-seat Auditorium has a permanent stage measuring 20'x55'.

Exhibits—The 13,000-sq.-ft. Presidents Hall can accommodate 80 8'x10' booths. Direct truck access.

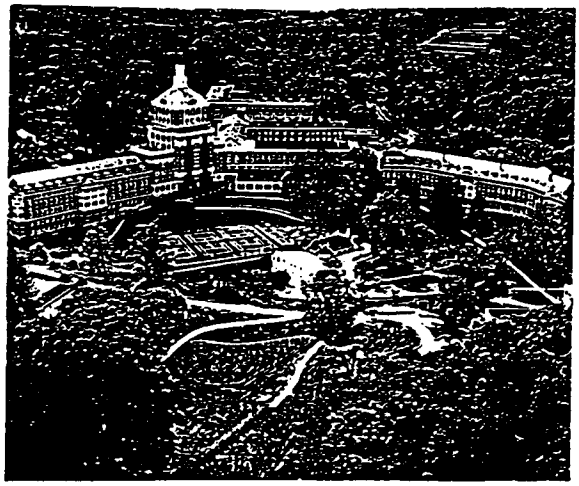
Name of Room	Presidents Hall	Auditorium	Meeting Room #2,3	Amphitheatre
Dimensions (LxWxH in feet)	100x135x13	100x76x18	50x42	45x45x15
Square Feet	13,500	7600	2100	2025
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	Yes	No
Capacity Auditorium	NA	600	150	122
Classroom	NA	375	100	80
U-Shape	NA	NA	50	80
Reception	1200	NA	NA	NA
Banquet	1100	NA	NA	NA

MEETING EQUIPMENT:

Supplied by local vendors—Multilingual Simultaneous Translation Equipment; 70mm/8mm/35mm Sound Projectors; Portable Stages; Truck; Installed & Portable PA System; Reel & Cassette Tape Recorder/Player; Phonographs; Microphones; Overhead, 16mm Sound, Film Strip, Opaque & 35mm Slide Projectors; Projection Screens; Remote Control Cords; 2 Projection Rooms; CCTV Equipment; Lecterns; Stack Chairs; Blackboards; Easels/Tablets; Cork & Flannel Boards; Pads, Pens, Pencils; Typewriters; Lobby Bulletin Board; Individualized Direction Signs.

MEETING SUPPORT SERVICES:

Provided by local vendors—Locksmith; Notary Public; Print Shop; Photographer/Photo Shop; Carpentry Shop; Display Builder; Translators; Sign Painter; Paint Shop; Plumber; Musicians; Guards; Decorating Service.



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THE HOMESTEAD.
Hot Springs, Virginia 24445
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THE HOMESTEAD

600 Rooms

Hot Springs, Virginia 24445. PHONE: (703) 839-5500; (800) 468-7747; in VA (800) 533-1747. FAX: (703) 839-7782. KEY PERSONNEL: Dennis R. Mills, Vice President/Managing Dir.; Craig Evans, VP Sales/Mktg.; Arthur Gordon, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Self-contained year-round resort on 15,000 acres of lush green meadows and fairways, forest and natural mineral springs in the Allegheny Mountains. 20 minutes from Ingalls Field Airport; car $10 per person. 90 minutes from Roanoke Regional Airport; $25 per person. Amtrak to Clifton Forge. Located on U.S. 220, 20 miles from E/W I-64, 50 miles from N/S I-81.

ACCOMMODATIONS—Distinguished Georgian-style hotel with a total of 600 rooms including 75 parlor suites. Winner of Mobil Five-Star Award for 31 consecutive years; M&C's Gold Key Award. All rooms are air conditioned. Some have fireplace.

DINING/ENTERTAINMENT—The elegant Dining Room is open 7:30-11:30AM, noon-2PM and 7-10:30PM with dining and dancing to the Homestead Orchestra. The Grille offers evening gourmet menu, piano music, tableside flambe. Sam Snead's Tavern offers casual lunch and dinner. Cafe Albert on Cottage Row offers light lunches with porch seating. Snack Shop also serves lunch. Casino Luncheon Buffet offers inside dining daily and garden seating in season. Afternoon tea, concert in Great Hall 4-5PM. The Bar and the Sports Bar offer dancing, cocktails.

SERVICES/FACILITIES/SHOPS—Shops include hotel boutiques with pewter, fine jewelry, interior decor and clothing. Row of 10 cottage shops, dating from 1892, display quilts, photography, art galleries, nautical and mountain gifts. Homestead Heritage House. Babysitting, supervised playroom, playground. Full-service travel agent. Same-day laundry, valet.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor and indoor pools. Natural mineral spas. Fitness center. Three 18-hole championship golf courses each with clubhouse, pro shop, lockers, rentals and pro. Home course of Sam Snead. 19 tennis courts with pro and pro shop. Skeet and trap shooting, sporting clays. Fishing and nature trails. Horseback riding, riding school, carriage rides. Winter skiing on 9 runs, ski school. Ice skating. Bowling, billiards, game room.

RATES—European plan. Apr. 3-Sept. 1993, Single from $179, Double from $190. Suite $220-320. Oct.-Nov. 27 1993, Single $199-224, Double $219-244, Suite $398-597. Nov. 28 1993-Mar. 1994, Single $125-150, Double $145-170, Suite $250-375. Group Value Seasons: Apr.-May. Rates subject to change. Tax: 4.5%. Service charge: 16%. **Credit Cards:** all major. **For Direct Billing:** arrange in advance. **Checks:** cashed with I.D.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-seven meeting rooms are in the main building and conference complex. All have phones, multiple electrical/microphone outlets, climate controls. In-house theatre seats 270 people with permanent stage and fully-equipped projection booth. Outside theme areas.

Name of Room	Conference Center	Commonwealth	Empire	Parlors A, B,C,D ea.
Dimensions (LxWxH in feet)	128x81x15	85x85x12	91x34x13	19x31x11
Square Feet	10,368	7225	3094	589
Floor Number	Ground	Ground	Ground	Ground
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	Yes
Capacity Auditorium	1250	650	250	40
Classroom	700	250	170	25
U-Shape	530	360	150	30
Reception	1500	600	350	25
Banquet	1000	525	220	25

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* PA Systems; Lecterns; Podiums; Arm and Padded Chairs; Cork Boards; Blackboards; Stationery Supplies; Lobby Bulletin Board; Individualized Direction signs.—*at a charge:* Tape Recorder; Portable and Floor Microphones; Rear Screen, Overhead, 16mm Sound, Opaque, 35mm Slide Projectors; Projection Screens; ¾-inch & ½-inch Video Playback Units & Monitors; Typewriters; Duplicating Facilities; Spotlights; Electric Pointers.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Messenger Service; Stenographer; Notary Public; Print Shop; Photographer/Photo Shop; Carpentry Shop; Paint Shop; Plumbers; Electricians; Locksmith; Laborers; Musicians; A/V Operators and Repairmen; Security Guards.

THE GREENBRIER

650 Rooms

White Sulphur Springs 24986. PHONE: (304) 536-1110; (800) 624-6070. FAX: (304) 536-7834. KEY PERSONNEL: Ted J. Kleisner, Pres. & Managing Director; Gilbert Patrick, Gen. Mgr.; William E. Gilmore, Jr., Dir. of Sales & Mktg.; L.W. Doggett, Dir. of Conferences.

LOCATION/TRANSPORTATION FACTS—Year-round resort on 6500 acres of secluded parklands and formal gardens in the Allegheny Mountains. 12 miles, 15 minutes from Greenbrier Valley Airport (USAir, United Express); limo/taxi $13. 70 miles, 90 minutes from Roanoke Reg. Airport, Roanoke, VA; limo/taxi $102. Highway access via E/W I-64 and N/S I-79 or Rte. 219.

ACCOMMODATIONS—Stately imposing complex of 19th century guest houses and 6-story main building in Southern Georgian design houses 650 rooms including 40 suites and 69 guest houses. Winner of M&C's Gold Key 1992. All rooms have air conditioning control.

DINING/ENTERTAINMENT—The Main Dining Room is open 7:30-10AM and 7-9PM. Draper's Cafe is open 7AM-6PM and features breakfast, buffet or a la carte, and an a la carte luncheon. The Porch at the Golf Club offers a la carte luncheon 11:30AM-2:30PM and Sunday Brunch Buffet 11:30AM-3PM. Ryder Cup Grille offers sportsman's breakfast and a la carte luncheon 7AM-5PM. Old White Club, featuring an orchestra, is open 5PM-midnight daily; complimentary afternoon tea and hors d'oeuvres during Happy Hour.

SERVICES/FACILITIES/SHOPS—Extensive shopping with service and specialty shops. Creative arts colony. Babysitters. Diagnostic clinic with staff of 10 physicians. Free parking.

RECREATIONAL/AMUSEMENT FACILITIES—Heated indoor and outdoor pools. Spa with complete treatments including mineral bath and massage. 15 outdoor Har-Tru, 5 indoor Dyna-Turf and platform tennis courts; pro Ron Bohrnstedt and staff instruction. Three 18-hole golf courses at Golf Club; instruction by Robert Harris, golf dir. Croquet, horseback riding, carriage rides, trap/skeet shooting, fishing, bowling, hiking, jogging, parcourse. Children's program Memorial Day to Labor Day. Free evening movies.

RATES—MAP Rack Rates, Sept.-Oct. 1993, Single $215-420, Double $180-225. Nov.1-28 1993, Single $174-243, Double $148-170. Nov. 29 1993-Jan. 2 1994, Single $168-237, Double $142-164. Deposit policy: $300 per room; refundable with cancellation notice 15 days in advance. State tax: 6%. **Checks:** $100 cashed on approval of asst. mgr.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Conference Center offers over 30 meeting rooms on the first 3 floors of one wing with 70,000 sq. ft. of function space. All have phone, multiple electrical/microphone outlets and controls for heat, air conditioning, sound, 110/220V, 2-phase electricity and music. Permanent stages in Colonial Hall, Chesapeake Hall and Theatre.

Exhibits—100 8'x10' booth capacity; direct truck access 10' wide, 14' high. Utilities: steam, gas, water, compressed air.

Name of Room	Colonial Hall	Chesapeake Hall	Eisenhower	Crystal Dining Room
Dimensions (LxWxH in feet)	112x144x22	72x76x22	60x90x11	80x38x19
Square Feet	16,128	5472	5400	3040
Floor Number	1	1	B	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	No	No	Yes	No
Capacity Auditorium	2000	600	500	250
Classroom	1000	350	300	100
U-Shape	NA	274	NA	60
Reception	2000	1000	750	450
Banquet	1200	450	450	250

MEETING EQUIPMENT:

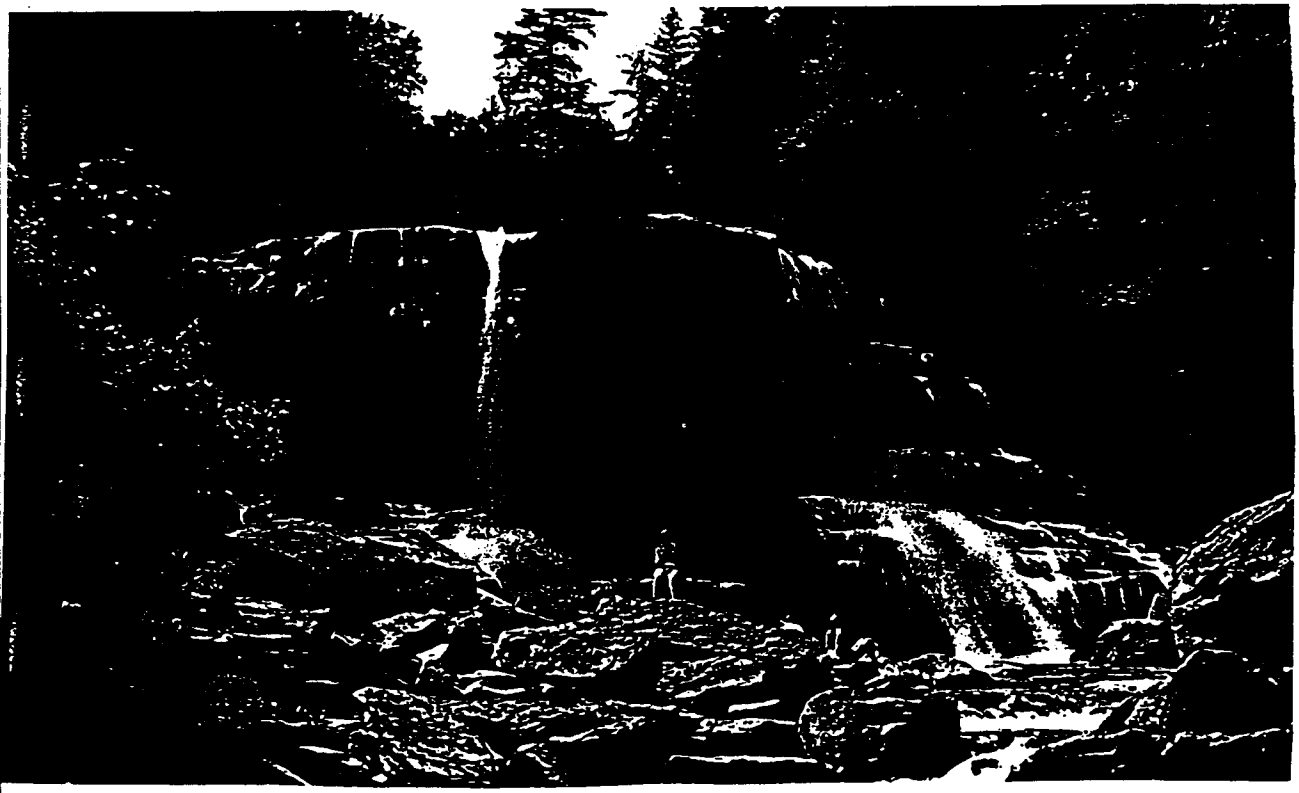
Supplied by the hotel—*at no charge:* Installed and Portable PA Systems; Portable and Permanent Stages; Lectern, Portable and Floor Microphones; Projection Screens; Remote Control Cords; 3 Projection Rooms; Lighted Lecterns; Podiums; Executive Chairs; Director's Chairs; Blackboards; Easels/Tablets; Cork & Flannel Boards; Pads, Pens, Pencils; Lobby Bulletin Boards; Truck/Van.—*at a charge:* Reel and Cassette Tape Recorders; Rear Screen, Overhead, 16mm Sound, Film Strip, Opaque, 35mm Slide Projectors; VTR and VCR units; Dissolve Units; Video Projectors; Video Camera; Typewriters; Duplicating Machines.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Notary Public; Messenger Service; Stenographer; Print Shop; Photographer/Photo Shop; Sign Painter; A/V Operators and Repairmen; Security Guards. Union members: Carpentry Shop; Paint Shop; Plumbers; Electricians; Locksmith; Laborers; Musicians.

Provided by local vendors—Display Builder.

West Virginia/Blackwater Falls



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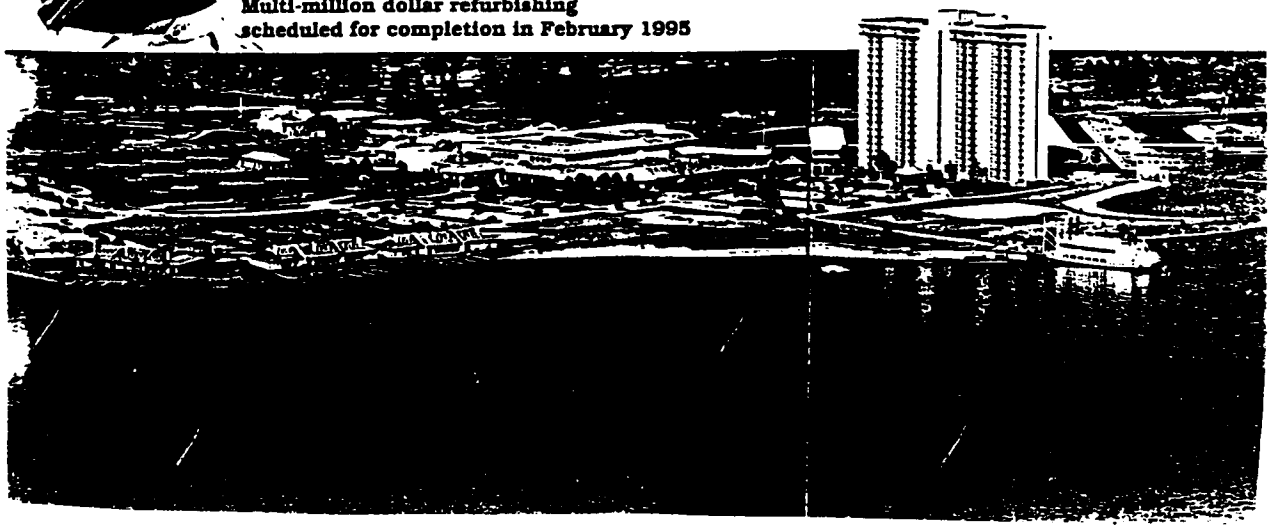
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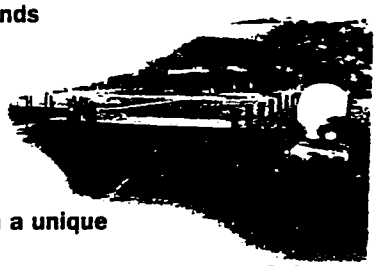
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LA QUINTA HOTEL GOLF & TENNIS RESORT

640 Rooms

P.O. Box 69, La Quinta 92253-0069. PHONE: (619) 564-4111; (800) 854-1271; in CA (800) 472-4316. KEY PERSONNEL: Judy Vossler, Gen. Mgr.; Scott Dalecio, Asst. Mgr.; David Renker, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Historical year-round resort hotel, founded in 1926, on a 45-acre flowering garden oasis 3 miles from La Quinta's business center. 19 miles, 30 minutes from Palm Springs Regional Airport; airport shuttle upon request $18. 7 miles, 15 minutes from Thermal Airport serving private aircraft with a 5000-foot long macadam runway.

ACCOMMODATIONS—Spanish-style casitas, spread across 45 acres, house 640 guest rooms including one- and two-bedroom suites, executive suites and private residences. All have climate control, direct-dial phone with message alert, honor bar, color TV, patio, individual entrance, extra long beds and nightly turn-down service. Suites have fireplace, ice maker, honor bar and private pool. Groups may be pre-registered.

DINING/ENTERTAINMENT—Montañas eatery and gallery features robust California cuisine, open 11:30AM-10PM with entrees $11.95-23.50. Morgans serves American food for breakfast, lunch and dinner 6AM-10PM with entrees $10.75-18. The Adobe Grill, open 4-10PM, serves meals in a southwestern setting and features authentic Mexican cuisine; entrees $12-22. Both the Golf and Tennis Club provide a casual setting for breakfast and lunch. Four cocktail lounges are available. La Cantina, designed in the hotel's classic style, features live entertainment and dancing. 24-hour room service.

SERVICES/FACILITIES/SHOPS—Resort Plaza offers shops, beauty salon, car rental, tours, secretarial services. Additional shops at El Paseo and Palm Desert Town Center. Concierge. Laundry and dry cleaning. Multilingual staff. Valet parking.

RECREATIONAL/AMUSEMENT FACILITIES—A total of 25 pools, 38 hot therapy spas and a masseur. 30 tennis courts of all 3 surfaces with fully-stocked pro shop. 18 holes of golf designed by Pete Dye with professional instruction. Bicycles and hot-air balloon rides also available.

RATES—European plan, Oct.-Dec. 1993, Single/Double $175-275. Jan.-Apr. 1994, Single/Double $190-290. Extra person and rollaway $15. Tax: 11%. Value season: June-Oct. Check out: noon. Check in: 4PM. Credit Cards: American Express, Carte Blanche, Diners, JCB, MasterCard, Visa.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Twenty-six meeting rooms, some of which are divisible, are located throughout the hotel grounds and provide over 30,000 square feet of meeting space. Salón de Fiesta Ballroom divides into 14 rooms and features a state-of-the-art audiovisual system with theater lighting. Frank Capra Room divides into 5; La Cita divides into 2. The Fountain Room features a conference table seating 20 people. All have controls for climate, sound, electricity and multiple microphone, phone and electrical outlets. Separate entrance. Direct truck access.

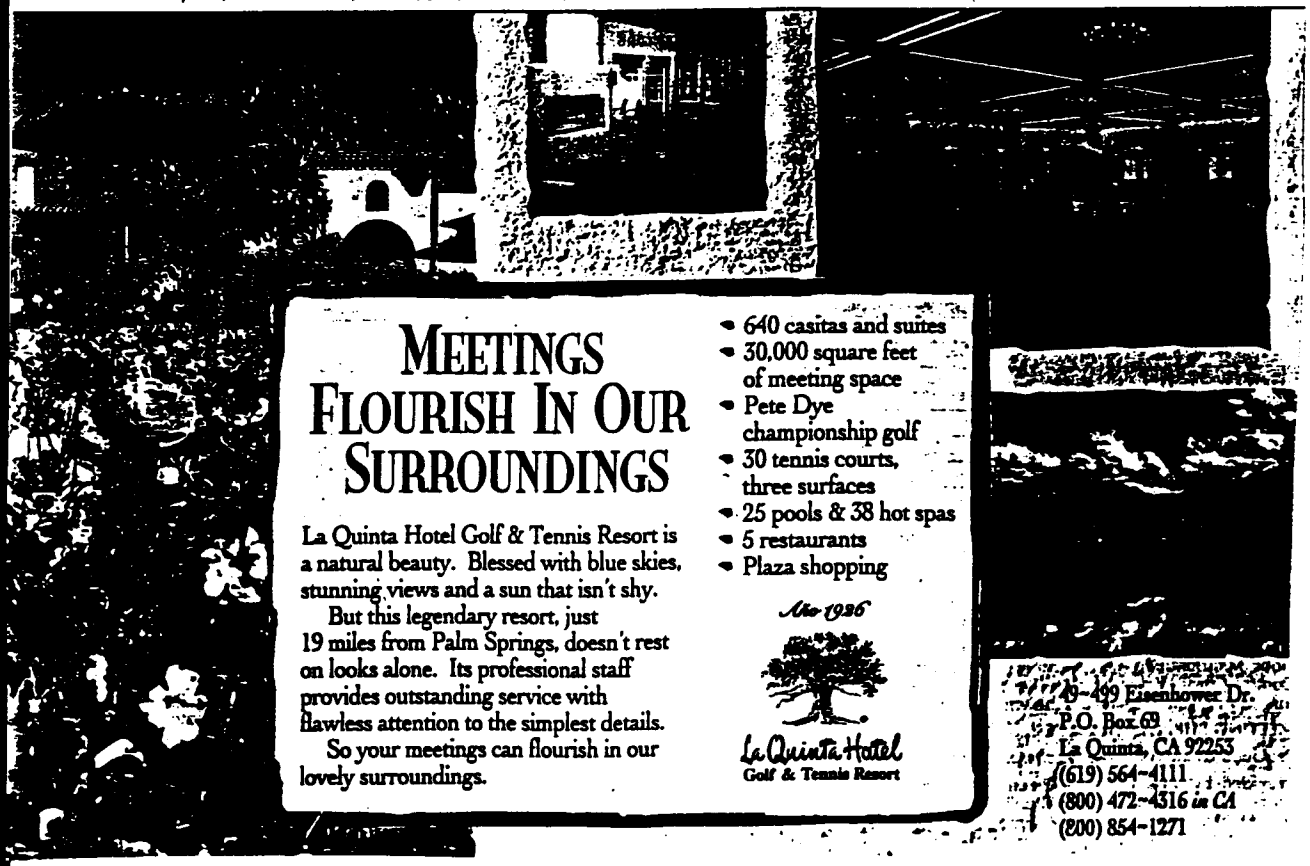
Name of Room	Salón de Fiesta	Frank Capra	La Cita Room
Dimensions (LxWxH in feet)	155x110x17	90x60x12	90x30x12
Square Feet	17,000	4500	2700
Floor Number	1	1	1
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity			
Auditorium	1800	700	350
Classroom	1140	375	180
U-Shape	NA	NA	NA
Reception	1700	550	200
Banquet	1120	480	220

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge from in-house media company:* Installed PA System; Lecterns; One Microphone; Padded Chairs; Blackboards; Bulletin Boards; Pads & Pencils.—*at a charge:* Tape Recorder/Player; Phonographs; Projection Screens; Rear Screen, Overhead, 16mm/8mm Sound, Film Strip, Opaque, 35mm Slide Projectors; Flip Charts; VHS; Duplicating Machines; Typewriters; Translation Equipment.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Laborers; A/V Operators; Messenger; Stenographer; Notary Public; Display Builder; Sign Painter; Musicians; Security; Decorating; Attendee Registration; Tours and Entertainment.



MARRIOTT'S DESERT SPRINGS RESORT & SPA

895 Rooms

74-855 Country Club Dr., Palm Desert 92260. PHONE: (619) 341-2211 KEY PERSONNEL: Mark Podolski, Dir. of Sales; Jim Lopez, Dir. Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel on 16 hectares/400 acres, 5km/3 miles from the business center of Palm Desert 21km/13 miles, 20 minutes from Palm Springs Regional Airport; taxis available. 8km/5 miles, 10 minutes from Bermuda Dunes Airport for private aircraft. Access via Route 10 and Monterey Avenue to Country Club Drive.

ACCOMMODATIONS—Contemporary high-rise, built around an 8-story atrium lobby with waterfalls and lakes, houses 895 rooms including 51 suites. All have air conditioning, color TV with feature movies, conversation area, mini bar and balcony or terrace. Groups can be pre-registered.

DINING/ENTERTAINMENT—Mikado is a Japanese specialty restaurant. Sea Grille offers seafood specialties in an elegant setting. Club Room restaurant and bar serves meals in a country club setting. Lakeview Restaurant serves California and spa cuisine. Tuscany's offers Northern Italian cuisine. Two snack bars poolside and two on golf courses. Costas lounge features live band entertainment and a disc jockey. Atrium lobby bar serves cocktails. Lakeview Lounge offers cocktails and hors d'oeuvres.

SERVICES/FACILITIES/SHOPS—Shopping colonnade with 19 boutiques. Hertz car rental counter. Multilingual staff. Valet and self-service parking for 500 cars indoors and 900 cars outdoors.

RECREATIONAL/AMUSEMENT FACILITIES—Two heated outdoor swimming pools. 2511 sq. m./27,000 sq. ft. European health spa with steam rooms, saunas, multi-station exercise room, aerobics room, private lap pool, whirlpools, medical staff and beauty salon. 20 outdoor tennis courts, six lighted, include 3 clay and 2 grass courts; ball machines, pro shop and resident pro. Two 18-hole championship golf courses with driving range, pro shop with club rental and resident pro; court fees and green fees seasonal. Additional 18-hole putting course is available.

RATES—European plan, May 31-Sept. 3 1993, Single/Double/Twin $100-170. Sept. 4-Dec. 25 1993, Single/Double/Twin $170-245. Dec. 26 1993-May 30 1994, Single/Double/Twin $240-325. Extra person $10. Tax: 9%. Check out: noon. **Credit Cards:** American Express, Carte Blanche, Discover, MasterCard, Visa. **For Direct Billing:** request in writing in advance. **Checks:** $50 cashed per day for guests.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Separate meeting wing on lobby level provides nine rooms with indoor and outdoor pre-function space. In addition, Desert Ballroom subdivides into 14 and Springs Ballroom into 12. All have multiple electrical, microphone and phone outlets, controls for climate, sound and electricity. Separate entrances, banquet kitchen and storage.

Exhibits—Both Ballrooms provide 4278 sq. m./46,000 sq. ft. combined for 225 2mx3m/8'x10' or 245 2mx2m/8'x8' booths. Direct truck access 5.5m/18' wide, 5m/18' high, truck ramp and truck dock.

Name of Room	Desert Ballroom	Springs Ballroom	Conference Rooms 5 ea.	2 Board Rooms ea.
LxWxH in Feet LxWxH in Meters	194x134x23 59x41x7	193x110x18 58x34x5	27x23x10 8x7x3	26x20x10 8x6x3
Area Meters/Feet	2390/25,700	1972/21,200	58/620	48/520
Floor Number	Lobby	Lobby	Lobby	Lobby
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	3215	2650	50	NA
Classroom	1715	1415	40	NA
U-Shape	NA	NA	24	18
Reception	3675	3030	90	NA
Banquet	1980	1630	40	NA

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA System; A/V Replacement Parts; One Projection Room; Portable Stage of 2mx1m/8'x 4' Risers; Lecterns; Podiums; Stack Chairs; Pads, Pens, Pencils; Bulletin Board; Direction Signs.—*at a charge:* Portable PA; Tape Recorders; Phonographs; Portable & Floor Microphones; Rear Screen, Overhead, 16mm/35mm Sound, Opaque, 35mm Slide Projectors; Screens; Blackboards; Cork Boards.

Supplied by local vendors—Translation Equipment; 8mm/70mm Sound, Film Strip Projectors; CCTV; Teleconferencing; Typewriters; Truck.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Laborers; Messenger; First Aid. —*at a charge:* Electrician; A/V Operators & Repairmen; Stenographer; Notary Public; Translators; Plumber; Musicians; Security Guards.

Provided by local vendors—Photographer; Printing; Sign Painter.

MARRIOTT'S CAMELBACK INN RESORT, GOLF CLUB & SPA 423 Rooms

5402 East Lincoln, Scottsdale 85253. PHONE: (602) 948-1700; (800) 24-CAMEL. FAX: Sales Office (602) 951-2152. KEY PERSONNEL: Wynn Tyner, Gen. Mgr.; Sandy Staples-Trudel, Dir. of Mktg.; Teri Shaughnessy, Dir. of Sales; Bill Blodgett, Dir. of Conv. Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round resort on 125 acres of lush desert landscaping located between Camelback and Mummy Mountains. 5 miles, 10 minutes from Phoenix/Scottsdale business center. 12 miles, 15 minutes from Sky Harbor Int'l Airport; commercial shuttle available and from resort, taxi $15. 10 miles, 20 minutes from Scottsdale Municipal Airport serving private aircraft. Highway access via I-17 and I-10.

ACCOMMODATIONS—Hotel in authentic southwestern design contains 423 adobe-style casitas including 23 suites. Recipient of the 1993 Mobil Five Star and AAA Five Diamond awards. All rooms are soundproof with separate entrance, private patio or balcony, air conditioning control, remote control color cable TV with HBO, telephone with facsimile and computer capabilities, radio, heat lamp, makeup mirrors, hair dryers, kitchenette, wet-bar, refrigerator, coffee maker and special amenities. 7 suites have private outdoor pool. Special ambulatory rooms available.

DINING/ENTERTAINMENT—Chaparral Room offers fine dining. Navajo Room serves all meals and Sunday Brunch. The 19th Hole Golf Club serves breakfast, lunch and Sunday Brunch. Sprouts, at the Spa, offers breakfast and lunch. Chaparral Lounge features entertainment and dancing nightly. Oasis Lounge and Patio provides cocktails.

SERVICES/FACILITIES/SHOPS—Five resort shops. Beauty salon at the Spa. Hertz car rental desk. Foreign currency exchange. Business Center for meeting planners. Nearby shopping. Staff fluency: French, German, Italian, Spanish. Complimentary valet and self-parking.

RECREATIONAL/AMUSEMENT FACILITIES—Three outdoor pools, all heated. 25,000-sq.-ft. European Health Spa. 10 all-weather tennis courts; instruction. 2 championship 18-hole golf courses with resident pro. Volleyball, basketball, table-tennis, shuffleboard, bike rentals, jogging.

RATES—European plan, May 23-Sept. 11 1993, Single/Double $99-150. Sept. 12-Dec. 1993, Single/Double $189-225. Jan.-May 15 1994, Single/Double $240-285. Meal plans, special packages, suite rates upon request. City tax: 9.05%. Sales tax: 6.5%. Service charge: 18%. Credit Cards: all major. For Direct Billing: arrange in advance with credit manager. Checks: $50 cashed.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Portable walls provide 20 meeting rooms on the ground floor which, together with 4 self-contained board rooms, provide 12,000 sq. ft. of meeting space. All have individual climate control and 110/220V, 1-phase electricity; 3-phase available with notice. The ballroom features a registration desk with 20-ft. counter and individual kitchen. Five outdoor theme areas available: Mummy Mountain Western Town, North Garden, South Pool, Sunbeam Roof and Pitch and Putt.

Exhibits—103 8'x10'/82 10'x10' booth capacity; direct truck access.

Name of Room	Arizona Ballroom	Sunshine-Cholla	Peace Pipe	Town Hall
Dimensions (LxWxH in feet)	123x130x18	80x106x15	72x50x12	52x30x9
Square Feet	16,000	6400	3600	1560
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	Yes	Yes
Capacity				
Auditorium	2000	550	350	150
Classroom	900	350	200	120
U-Shape	NA	NA	NA	NA
Reception	2300	600	400	150
Banquet	1600	450	280	110

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* PA Systems; Microphones; 2 Projection Rooms; Lecterns; Podiums; Padded Metal Stack Chairs; Blackboards; Cork & Flannel Boards; Pads, Pens, Pencils; Bulletin Board; Individualized Direction Signs; Door Cards.—*at a charge:* Reel and Cassette Tape Recorders/Players; Easels/Tablets; Typewriters; Projectors; Remote Control Cords; Duplicating Machines; CCTV Equipment with Room and Outside Relay Capability.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Notary Public; Photographer/Photo Shop; Carpentry Shop; Electricians; Locksmith; Laborers; Audio/Visual Operators; Business Center.

Provided by local vendors—Messenger Service; Stenographer; Print Shop; Display Builder; Sign Painter; Paint Shop; Plumbers; Musicians; Security Guards.

MARRIOTT'S MOUNTAIN SHADOWS RESORT

336 Rooms

5641 E. Lincoln Dr., Scottsdale 85253. PHONE: (602) 948-7111; (800) 782-2123. FAX: (602) 951-5431. KEY PERSONNEL: Jim Rose, Gen. Mgr.; Shannon Linahan, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round resort on 70 landscaped acres with a rugged mountain backdrop in the heart of Paradise Valley between Camelback and Mummy Mountains. 5 miles, 10 minutes from Scottsdale business center. 12 miles, 20 minutes from Phoenix Sky Harbor Int'l Airport; regular limo service $12 per person. 15 minutes from Scottsdale Municipal Airport for private aircraft. 30 minutes from E/W I-10, 15 minutes from N/S I-17.

ACCOMMODATIONS—Southwestern-style hotel housing 336 rooms and suites. All rooms have climate control, color cable TV with complimentary HBO, CNN, phone with message alert, hi-fi radio, heat lamp, private patio, mini-bar, refrigerator, coffee maker and iron.

DINING/ENTERTAINMENT—The Country Club Dining Room is open 7AM-2PM with entrees $4.50-7.50. Shells Oyster Bar and Seafood Restaurant features over a dozen fresh seafood selections and an oyster bar offering hot and cold appetizers; restaurant is open 6-10PM; oyster bar is open 11:30AM-10PM. The Cactus Flower Cafe offers family-style dining 6:30AM-10PM daily with entrees $4.95-15.95. Maxfield's serves cocktails 4PM-1AM daily and features nightly entertainment. Room service 6:30AM-11PM.

SERVICES/FACILITIES/SHOPS—Beauty and barber salons, gift shops, golf and tennis pro shops. Staff fluency: German, Italian, Spanish. Free outdoor valet and self-service parking.

RECREATIONAL/AMUSEMENT FACILITIES—Three heated outdoor swimming pools. 2 therapy pools. Fitness center with sauna, rowing machines, weight training, aerobics and treadmill. 8 lighted tennis courts with year-round resident pro. An 18-hole golf course is on site; immediate access to 36 holes of golf at Camelback Golf Club.

RATES—European plan, Sept.-Dec. 1993, Single/Double $150, Suite $200-500. Jan.-May 1994, Single/Double $225, Suite $350-650. Extra person $10. MAP $49.84 for adults. Children free in parents' room. Meal plans, special packages and suite rates available. Tax: 9.05%. Sales tax: 6.5%. Service charge: 18%. Check out: noon. Credit Cards: all major cards accepted. For Direct Billing: arrange in advance. Checks: cashed with ID.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Thirteen meeting rooms located on the ground level include the Grand Ballroom, which divides into 8, and 5 additional meeting rooms. All have courtesy phones, controls for heat, sound, music, air conditioning, multiple 110/220V 1- and 3-phase electrical/microphone outlets. Separate entrances, banquet kitchen. Rancho Fiesta steak fry area is available for outdoor events. Complete catering and convention department can arrange for large theme parties including jungle, Indian, western, sports or laser shows, rodeos, roping contests.

Exhibits—Capacity for 77 8'x10' booths; loading doors, 8'x8'; direct truck access.

Name of Room	Grand Blrm. (L-shaped)	Arizona/Mesa	Verde
Dimensions (LxWxH in feet)	110x44x12/ 120x64x14	37x32x8	37x23x12
Square Feet	12,500	1184	851
Floor Number	Terrace	Terrace	Terrace
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	No
Capacity Auditorium	1500	110	80
Classroom	1000	75	60
U-Shape	NA	38	35
Reception	1500	120	80
Banquet	1100	90	60

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Podium; Microphone (one per room); Easels; Meeting Tables with Linen, Silver Water Pitchers; Cloth Padded Chairs; Blackboards; Cork Boards; Candy. —*at a charge:* All Audio/Visual Equipment.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Messenger Service; Stenographer; Carpentry Shop; Electricians; Locksmith; Audio/Visual Operators and Repairmen; Notary Public; Musicians.

Provided by local vendors—Print Shop; Photographer/Photo Shop; Display Builder; Sign Painter; Paint Shop; Plumbers; Laborers; Security Guards.

THE PHOENICIAN

580 Rooms

6000 East Camelback Road, Scottsdale 85251. PHONE: (602) 941-8200; (800) 888-8093. FAX: (602) 947-4311. KEY PERSONNEL: Hans Turnovszky, Gen. Mgr.; Jeff Johnson, Dir. of Sales & Marketing.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel situated on 530km/130 acres at the base of Camelback Mountain. 14km/9 miles, 20 minutes from Phoenix Sky Harbor Int'l Airport and Scottsdale Municipal Airport. 18km/11 miles from Amtrak station. Centrally located to all major activity centers and tourist attractions. Hotel is located north of Camelback Road, 10 blocks west of Scottsdale Road.

ACCOMMODATIONS—Ultra-modern 5-story hotel in a semi-circular design with 580 rooms including 442 guest rooms, 107 casitas, 29 suites and 2 presidential suites. All have climate control, 3 phones, rattan furniture, 27 inch color TV, radio, in-room bar, adjoining lanai deck, private balcony/terrace, refrigerator and safe.

DINING/ENTERTAINMENT—Mary Elaine's, with views of the Valley, features gourmet contemporary cuisine. The Terrace Dining Room serves Italian-American specialties. Windows on the Green, known for its view of the championship golf course, serves Southwestern dishes. The poolside Oasis serves tropical beverages and light fare. The Praying Monk provides private dining with specially designed menus.

SERVICES/FACILITIES/SHOPS—Sundry, gift, clothing shops. Beauty salon and barber shop. Business center. Air ticket, car rental, local tour desks. Concierge. Free indoor and outdoor parking for up to 1200 cars.

RECREATIONAL/AMUSEMENT FACILITIES— 18-hole championship golf course with putting green and driving range. Tennis Garden offers 11 lighted all-weather courts including a completely automated practice court. Seven pools. The Centre for Well-Being, offering programs in holistic health, features a weight training and cardiovascular studio, aerobics studio, massage therapy, body and beauty treatments, saunas and steam rooms. Jogging trails, bicycle rental, croquet, badminton and volleyball are also available.

RATES—European plan, Aug. 23 1993-June 29 1994, Single/Double $290-425, Suite $850-1400. Tax: 10.255%. Value Seasons: June-Sept., Dec. Credit Cards: all major. For Direct Billing: contact credit manager.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Thirty-one meeting rooms offer more than 5580 sq. m./60,000 sq. ft. of meeting space on the first and third floors. Ballroom divides into 7 sections. The 514 sq. m./5720 sq. ft. Estrella Theatre is a state-of-the-art multi-media auditorium. Facilities offer interactive audience response system, 6-channel Dolby Surround sound system, 8-channel language translation and in-house satellite ports & fiber optic transmission. All rooms have multiple microphone, phone and electrical outlets, controls for sound and electricity and complete computerization and video/teleconferencing technology.

Name of Room	Ballroom	Multi-Media Room
LxWxH in Meters	59x34x6	27x19x5
LxWxH in Feet	190x116x20	88x65x16
Area Meters/Feet	2046/22,000	514/5720
Floor Number	1	1
Floor Cover	Carpet	Carpet
Portable Walls	Yes	No
Capacity		
Auditorium	2500	644
Classroom	1517	300
U-Shape	NA	50
Reception	2444	600
Banquet	1870	320

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Tablets; Pencils; Direction Signs. —*at a charge:* Installed & Portable PA System; Multi-Image Front & Rear Screen Projection; Microphone Management System; Central Control Booth; CCTV in meeting and guest rooms; Teleconferencing Up & Down Links; Tape Recorder/Player; Lectern; Multilingual Simultaneous Translation Equipment; A/V Parts; Rear Screen, Overhead, 70mm/16mm/8mm Sound, Film Strip, Opaque, 70mm/35mm Slide Projectors; Projection Screens; Remote Control Cords; Portable Stages; Lighted Lecterns; Podiums; Blackboards; Easels; Pens; Typewriters; Duplicating Machines; Name Cards/Holders.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* All technical assistance and support services provided by in-house convention services department.

STOUFFER ESMERALDA RESORT

560 Rooms

44-400 Indian Wells Lane, Indian Wells 92210-9971. PHONE (619) 773-4444; (800) HOTELS 1; (800) USA MEET. FAX: (619) 773-9250. KEY PERSONNEL: Timothy A. Tata, Gen. Mgr.; Bob Lander, Dir. of Sales; Vicki Diestelkamp, Dir. of Conv. Svcs.

LOCATION/TRANSPORTATION FACTS—Year-round resort on a 21-acre site located at the base of the Santa Rosa Mountains. 15 miles, 30 minutes from the business center. 15 miles, 30 minutes from Palm Springs Airport; 5 miles, 10 minutes from Bermuda Dunes Airport serving private aircraft. Resort is off Highway 111 East/West with connections to I-10.

ACCOMMODATIONS—Mediterranean-style resort featuring an 8-story atrium with Italian Travertine marble, fountains and streams, houses 560 rooms including 44 suites and a 3100 sq. ft. presidential suite. All rooms have 2 TVs, 3 phones, mini-bar, double sink vanity, hairdryer, bathrobes, complimentary coffee and newspaper with wake-up call and private balconies. Groups can be pre-registered.

DINING/ENTERTAINMENT—Sirocco, a Mediterranean specialty restaurant, serves seafood in a lakeview setting. Charisma offers casual dining for breakfast, lunch and dinner with outside terrace seating available. Poolside dining and bar open year-round. Las Estrellas Lounge features live music and dancing. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—Large retail store. Avis car rental. Concierge service. Valet and dry cleaning. Multilingual staff. Valet and self-service parking available.

RECREATIONAL/AMUSEMENT FACILITIES—Three outdoor swimming pools, all heated; one with sandy beach and 30-ft. waterfall. Two outdoor whirlpools. Volleyball. Basketball. Private spa with massage, fitness program, Nautilus, steam rooms, saunas and aerobic instruction. 36-hole championship golf course designed by Ted Robinson with club house, pro shop, club rental and private lessons. 7 tennis courts, 2 of which are lighted, with resident pro, ball machines and pro shop. Court and green fees are seasonal.

RATES—European plan, Sept. 1993, Single/Double $135-180. Oct.-Dec. 1993, Single/Double $210-285. Tax: 9%. Check out: noon. Credit Cards: American Express, Carte Blanche, MasterCard, Visa. For Direct Billing: submit written request in advance. Checks: cashed with approval of cash mgr.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Thirty-one meeting rooms offer over 33,000 square feet of meeting space with state-of-the-art amenities. The Crystal Ballroom divides into 6 and Valencia Ballroom into 4. All rooms have individual climate controls, A/V controls and multiple telephone outlets. Teleconferencing facilities are available. Direct truck access.

Name of Room	Crystal Ballroom	Valencia Ballroom	Meeting Room	Board Rooms
Dimensions (LxWxH in feet)	154x96x16	85x60x14	62x23x10	33x16x10
Square Feet	15,000	5100	1426	528
Floor Number	Terrace	Terrace	Lobby	Lobby
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	No
Capacity				
Auditorium	1660	550	150	NA
Classroom	950	300	90	NA
U-Shape	NA	NA	54	22
Reception	1820	600	150	NA
Banquet	1120	400	110	40

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Lecterns; Podiums; Stack Chairs. —*at a charge:* Additional PA Systems; A/V Equipment; Typewriters; Duplicating Machines; A/V Firm on Premises.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Laborers; A/V Operators & Repairmen; Stenographer; Notary; Carpenter; Painter; Plumber; Musicians; Security Guards; Attendee Registration; Tours & Entertainment.

Provided by local vendors—Messenger; Printer; Photographer; Display Builder; Translators; Sign Painter; Decorator.



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The only AAA Four-Diamond, Mobil Four-Star resort in Indian Wells.

STOUFFER *Esmeralda* RESORT

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MARRIOTT'S RANCHO LAS PALMAS RESORT

450 Rooms

41000 Bob Hope Drive, Rancho Mirage 92270. PHONE: (619) 568-2727; (800) 458-8786. FAX: (619) 568-5845. KEY PERSONNEL: Ron Franklin, Gen. Mgr.; Brian Deckel, Dir. of Mktg.; Ed Svitak, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round 240-acre resort and country club in the greater Palm Springs area. 11 miles, 20 minutes from Palm Springs Airport; taxi $25. Hotel is located 3 blocks north of California Hwy. 111 and 6 miles south of U.S. I-10.

ACCOMMODATIONS—Two-story buildings, in an early Spanish Southern-California style, overlooking golf course and lakes house 450 guest rooms including 21 suites. All rooms are soundproof with air conditioning control, direct-dial phone with message alert, color TV, radio, heat lamp, refreshment center, conversation area and terrace or balcony. Suites have refrigerator and wet bar.

DINING/ENTERTAINMENT—Fountain Court is open 6:30AM-10PM. Buffet-style breakfast and lunch is available seasonally 7AM-2PM on the Sunrise Terrace. Cabrillo serves California Southwestern-style cuisine for dinner 6-10PM. Dancing and cocktails are offered in Miguel's until 1:30AM.

SERVICES/FACILITIES/SHOPS—Gift shop. Laundry, dry cleaning service. Car rental desk. Babysitters and house physician on call. Staff fluency: French, German, Italian, Japanese, Spanish. Free outdoor parking for 900 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Two heated outdoor swimming pools, and 2 hydrotherapy pools. 25 tennis courts including 3 red clay, 8 lighted; $8-16 per court hour. 27 holes of golf, designed by Ted Robinson, with resident pro; green fees $40-88 including cart. Recreational fees are seasonal and subject to change.

RATES—European plan, Jan.-Apr., Single/Double $170-210. June-Sept., Single/Double $75-110. May and Oct.-Dec., Single/Double $125-165. FAP and MAP available. Tax: 10%. Check out: noon. Credit Cards: American Express, Carte Blanche, Diners, Discover, JCB, MasterCard, Visa. For Direct Billing: request in writing to credit manager. Checks: cashed with national credit card and approval of credit manager.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Two meeting rooms have portable walls to provide 11 Tribune offices. Grand Ballroom divides into Salons D or E. Suite into 38 AC/FH. Individual controls for sound, air conditioning, electricity, courtesy phones, multiple electrical and microphone outlets. Separate entrances and guest room registration area. 10 Conference Suites are also available.

Exhibits—Both rooms provide a total of 15,000 sq. ft. for 70 10'x10' or 105 8'x8' booths. Direct truck access, truck ramp, dock, automotive door.

Name of Room	Grand Ballroom	Salons D or E	Desert Suite	Salons A,C,F,H
Dimensions (LxWxH in feet)	152x87x15	87x43x15	66x32x13	32x33x13
Square Feet	13,224	3741	2112	1056
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	1400	400	200	80
Classroom	950	250	120	65
U-Shape	NA	NA	80	45
Reception	1800	400	160	105
Banquet	1150	300	150	70

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge*: Installed PA System; One Microphone; Remote Control Cords; Portable Stages; Lecterns with Lights; Podiums; Stack Chairs; Blackboards; Cork Boards; Pads, Pens, Pencils; Lobby Bulletin Board; Individualized Direction Signs.—*at a charge*: Portable PA System; Tape Recorders; Phonographs; Projectors; Easels/Tablets; Typewriters; Duplicating Machines; Name Cards/Holders.

Supplied by local vendors—Translation Equipment; A/V Parts; CCTV Equipment.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge*: First Aid.—*at a charge*: Electrician; Laborers; A/V Operators & Repairmen; Stenographer; Notary Public; Carpentry Shop; Translators; Paint Shop; Plumber.

Provided by local vendors—Locksmith; Messenger Service; Photographer; Display Builder; Sign Painter; Musicians; Security Guards.



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THE WESTIN MISSION HILLS RESORT

512 Rooms

Dinah Shore & Bob Hope Drive, Rancho Mirage 92270. PHONE: (619) 328-5955; Group Sales: (800) 544-0287. FAX: (619) 321-2955; Guest Fax: (619) 770-2199. KEY PERSONNEL: Larry Scheerer, Gen. Mgr.; Chuck Bowling, Dir. of Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round, 360 acre resort. 7 miles, 15 minutes from Palm Springs Airport. Resort is located 4 miles from Interstate 10, at Bob Hope and Dinah Shore Drive.

ACCOMMODATIONS—Complex consisting of 16 low-rise guest pavilions houses 512 oversize rooms including 40 suites. All rooms have air conditioning, cable TV with movies, oversized baths, private bars, in-room safes and private patios with golf course and mountain views.

DINING/ENTERTAINMENT—Bella Vista serves California cuisine in a dramatic atrium with panoramic views. La Concha Pacific Bistro offers Pacific Rim cuisine in a French Bistro atmosphere. The Lobby Lounge overlooks the 18th fairway and green. 5 outdoor cabanas offer cocktails and light fare menus.

SERVICES/FACILITIES/SHOPS—Newsstand and gift shop. Specialty retail shops. Golf and tennis pro shops, beauty salon, concierge. Business Center. Multilingual staff. Valet and self parking for 900 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Three exotic pools and spas including a 6000-square-foot main pool with a 60-foot waterslide and 3 Jacuzzi spas. Health and fitness center. Children's activity center. Two 18-hole championship golf courses, designed by Pete Dye and Gary Player respectively; practice ranges and instruction. Tennis Club includes 7 lighted tennis courts, a 500-seat stadium court and volleyball court. 20-acre Resort Park has 1-mile paved track, with quarter-mile competition track, and and half-mile dirt track for moto cross and steeplechase.

RATES—European plan, Sept. 12 1993-Jan. 1 1994, Single/Double $175-255, Suites $305-905. Jan. 2-Apr. 2 1994, Single/Double $235-315, Suite $395-1045. Extra person $25. Tax: 10%. Service charge $4 daily. Check out: noon. Credit Cards: all major. Checks: $100 per day.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Hotel offers 75,000 square feet of indoor/outdoor function space, mostly located on the ground floor of the main public building. Included in this total is the 39,000-square-foot Conference Center containing the Celebrity Ballroom, Oasis Ballroom, Rancho Mirage Room, Polo Room and Mission Hills Board Room. Three ballrooms are divisible with soundproof air walls, for a total of 19 separate meeting rooms. Mission Hills Board Room offers 1069 sq. ft. for receptions of 50 people. Three 1800-sq.-ft. Hospitality/Board Rooms feature built in bars, storage area, seating area, entertainment center and 1000-sq.-ft. patios. Two outdoor theme plazas: 17,800-sq.-ft. Masters Plaza and 7500-sq.-ft. Wimbledon Plaza offer permanent facilities for special events. All rooms have built in sound system, individual climate control and 110/220V electricity. Registration adjacent to each ballroom. Separate motor entrance and loading dock. Resort Park also available for outdoor functions.

Name of Room	Celebrity Ballroom	Oasis Ballroom	Rancho Mirage Room	Polo Room
Dimensions (LxWxH in feet)	176x100x22	84x60x18	36x59x16	30x25x10
Square Feet	17,600	5040	2124	750
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	2550	672	285	89
Classroom	1664	360	154	50
U-Shape	NA	NA	NA	NA
Reception	2070	569	252	92
Banquet	1800	490	180	80

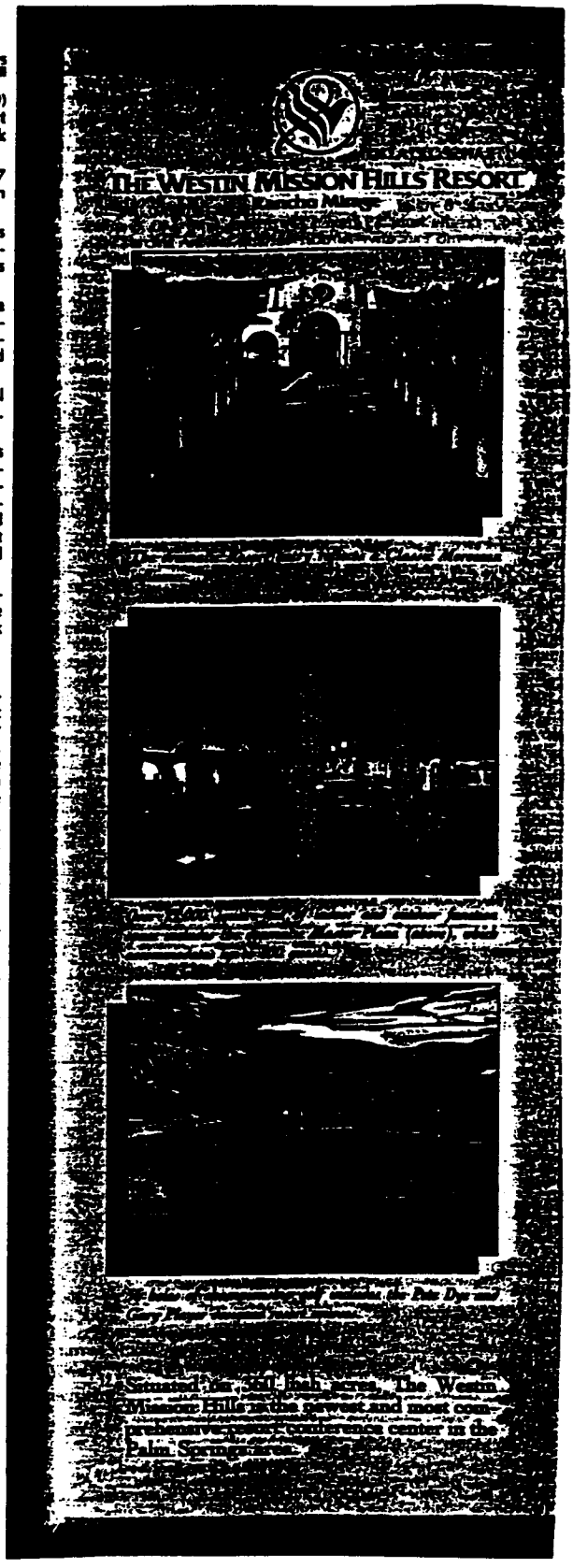
MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Installed PA System; Podiums; Portable Stages; Padded Chairs; Blackboard; Lobby Bulletin Board; Direction Signs.—*at a charge:* Audio/Visual Equipment; Portable PA System; Typewriters; Copy Machines.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* Messengers; First Aid.—*at a charge:* Electrician; A/V Operators; Secretarial Assistance; Plumber; Translators; Musicians; Security Guards.

Provided by local vendors—Photographer; Printer; Sign Painter.



PALM SPRINGS: MARQUIS HOTEL & VILLAS

264 Rooms

150 South Indian Canyon Dr., Palm Springs 92262. PHONE: (619) 322-2121; (800) 262-0186. A Princess International Hotel. KEY PERSONNEL: Charles Roulet, Gen. Mgr.; Cindy Veale, Dir. of Sales. In Europe, contact European Sales & Mktg. Jeremy Bonnett, Director, 3 Tuns House, 109 Borough High St., London SE1 1NL. PHONE: (071) 407-1010, group sales (071) 407-1020. FAX: (071) 378-1027.

LOCATION/TRANSPORTATION FACTS—Year-round 3 hectare/7-acre resort in the heart of downtown Palm Springs' shopping and entertainment district. 3km/2 miles, 5 minutes from Palm Springs Airport; two 10-passenger courtesy cars on call, taxi $5-7. 1 hour from Ontario Int'l Airport. Located on California Hwy. 111, accessible via I-10.

ACCOMMODATIONS—Contemporary hotel houses 264 rooms including 101 suites and villas. All rooms have climate control, direct-dial phone with message alert, bathroom phone, remote control color TV with in-room movies, conversation area. Villas have walk-in closet, fireplace, complete kitchen, wet bar, patio or balcony. Groups are pre-registered.

DINING/ENTERTAINMENT—Garden Court Cafe and Restaurant serves breakfast and lunch in a garden setting, 6.30-11.00h and 11.00-15.00h, respectively; dinner is served in the restaurant which offers elegant surroundings and nightly dinner specials 15.00-22.00h. Lobby Lounge offers cocktails and live entertainment 11.00-2.00h. Cactus Flower Poolside Cafe is open seasonally for beverages, snacks and light lunches. Room service 6.00-22.00h.

SERVICES/FACILITIES/SHOPS—Newsstand, beauty salon, barber shop, gift shop. Concierge (seasonal). Car rental. Multilingual staff. Underground parking.

RECREATIONAL/AMUSEMENT FACILITIES—Two heated outdoor swimming pools. 2 whirlpools, men's and women's massage. 2 outdoor tennis courts, lit for night play. Fitness Center and aerobics room. Free shuttle service to nearby golf courses.

RATES—European plan. Sept. 18 1993-Jan. 6 1994, Single/Double $119-230. Jan. 7-Apr. 2 1994, Single/Double $149-299. Apr. 3-Jun. 11 1994, Single/Double $119-230. Jun. 12-Sept. 16 1994, Single/Double $65-155. Rates are in US dollars and subject to change. For group rates, contact sales dept. Check out: noon. Group Value Season: Jun.-Sept. **Credit Cards:** all major. **For Direct Billing:** send written request to credit mgr. **Checks:** cashed for registered guests.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Eleven meeting rooms, located on the first lower level, include Grand Marquis Ballroom which divides into 3 and Sunset and Oasis which each divide into 2. Club Marquis is located on the first floor overlooking the pool. North Boardroom can seat 40 people, Joshua Room seats 50, South Board Room and Yucca Room each seat 30. All have microphone, phone and electrical outlets and controls for climate and sound. Registration area, rest rooms, phones. Locked storage. Truck access by 2 doors 3m/10' wide, 2m/8' high. 1 freight elevator.

Name of Room	Grand Marquis Ballroom	Ballroom Foyer	Club Marquis	Sunset & Oasis Rooms
LxWxH in Meters LxWxH in Feet	40x22x4 132x72x15	27x13x4 89x44x13	19x14x3 63x46x10	20x8x5 66x27x18
Area Meters/Feet	883/9500	364/3916	269/2898	165/1782
Floor Number	Lower Level	Lower Level	Upper Level	Lower Level
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	No	Yes
Capacity				
Auditorium	1060	NA	320	200
Classroom	630	NA	200	120
U-Shape	NA	NA	NA	NA
Reception	1350	560	500	260
Banquet	860	NA	325	120

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* House PA System; Portable Stages; Podiums; Padded Stack Chairs; Chalkboards; Easels; Cork Boards; Pads, Pens; Listing on Lobby Bulletin Board.—*at a charge:* Portable PA System; Portable Sound Recording and Playback Systems; Phonographs; Portable Video Recorder/Playback System; All Microphones; Slide Projectors; Screens; Typewriters; Duplicating Machines; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Laborers; A/V Operators; Messenger; Stenographer; Plumber; Security Guards; First Aid; Attendee Registration; Tours & Entertainment.

Provided by local vendors—Locksmith; Notary; Multilingual Simultaneous Translation Equipment; Photography/Video Shop; Printer; Carpenter; Display Builders; Sign Painter; Musicians; Decorators.

PALM SPRINGS RIVIERA RESORT & RACQUET CLUB

480 Rooms

1600 N. Indian Canyon Drive, Palm Springs 92262-4602. PHONE: (619) 327-8311; (800) 727-8311. FAX: (619) 778-2560. KEY PERSONNEL: Vincent Agostino, Mng. Dir.; Steve Bohm, V.P. Mktg.

LOCATION/TRANSPORTATION FACTS—Year-round 24-acre resort oasis conveniently located two miles from Palm Springs business district. Three miles, 5 minutes, from Palm Springs Regional Airport; complimentary airport transportation. Hotel is located one block off Hwy. 111, three miles from Interstate 10.

ACCOMMODATIONS—Modern complex of 8 two- and three-story buildings houses 480 rooms, including 36 suites. Multi-million dollar renovation completed fall 1992. All rooms have air conditioning control, direct-dial phone with message alert, mini-bar, color cable TV with movies and AM/FM radio. Many rooms have private balcony.

DINING/ENTERTAINMENT—Cactus Flower Cafe serves breakfast, lunch and dinner. Hideaway Lounge offers specialty drinks, dancing and entertainment. Sonny Bono Restaurant and Racquet Club features Italian and American specialties. Two poolside bars provide snacks and cocktail service. Room service 7AM-11PM.

SERVICES/FACILITIES/SHOPS—Gift shop, beauty salon. Concierge service. Valet, laundry and dry cleaning services. Nearby shopping on Palm Canyon Drive.

RECREATIONAL/AMUSEMENT FACILITIES—Two swimming pools, two hydrotherapy pools. Health and racquet club. Nine tennis courts, five lighted. Lighted 18-hole putting course. Sand volleyball, basketball, croquet and horseshoes. 2 miles from Palm Springs Country Club, managed by the resort. 1 mile from Aerial Tramway with ride and dine packages. Palm Springs Angels baseball and celebrity home tour bus stops at hotel.

RATES—European plan, Jan.-Mar 1994, Single/Double/Twin $185-275, Suite $375-895. Jun.-Sept. 1994, Single/Double/Twin $95-170, Suite $295-695. Sept.-Dec. 1994 Single/Double/Twin $155-220, Suite $350-795. Extra person $20. Group rates available. Rates subject to change. Check out: noon. Check in: 3PM. Credit Cards: all major accepted.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Hotel offers a total of 50,000 square feet of flexible function space which includes the 20,000-square-foot Grand Ballroom and the 5500-sq.-ft. Mediterranean room, both remodeled (1992), the 15,000-sq.-ft. Desert Conference Center and 21 meeting rooms. Grand Ballroom and Mediterranean room have complete banquet kitchens, storage facilities, utilities and bars. Food and beverage service is available in all rooms. Two ballrooms have permanent stages. Grand Ballroom access door measures 12' x 14'

Exhibits—Grand Ballroom can accommodate 86 8'x10' or 73 10'x10' booths. Desert Conference Center can accommodate 45 8'x10' booths. Independent utilities available.

Name of Room	Grand Ballroom	Mediterranean	Mesquite	Oleander
Dimensions (LxWxH in feet)	90x168x17	111x63x14	100x50x12	80x50x14
Square Feet	19,670	5500	5000	4000
Floor Number	1	1	1	1
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	1850	600	540	360
Classroom	900	260	280	240
U-Shape	NA	NA	NA	NA
Reception	3500	600	600	570
Banquet	1500	370	250	175

MEETING EQUIPMENT:

Supplied by the hotel—*at a charge from in-house A/V company:* Installed PA System; One Microphone per room; Lectern with Lights; Podiums; Padded Metal Stack Chairs; Blackboards; Easels/Tablets; Cork & Flannel Boards; Lobby Bulletin Board; Portable PA System; Reel & Cassette Tape Recorder/Player; Phonographs; Multilingual Simultaneous Translation Equipment; A/V Replacement Parts; All Projectors; Projection Screen; Remote Control Cords; Typewriters; Name Cards/Holders.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Locksmith; Laborers; Translators.

Provided by local vendors—Messenger Service; Stenographer; Print Shop; Photographer; Photo Shop; Carpentry Shop; Display Builder; Sign Painter; Paint Shop; Decorating Service; Duplicating Machines; Attendee Registration; Tours & Entertainment.

THE POINTE HILTON RESORT ON SOUTH MOUNTAIN

639 Suites

7777 South Pointe Pkwy., Phoenix 85044. PHONE: (602) 438-9000; (800) 876-4683; Hilton Reservations (800) 321-3232. KEY PERSONNEL: Larry Ainsworth, Dir. of Mktg.; Pat Olsen, Sales Dir.; Bob Sweeney, Jason Johnson, Suzanne Kussie, Sales Mgrs.; Helen Freedman, Karlene Reed, Patti Oloffson, Joe Calloway, Nat'l Sales Mgrs.; Laura Scheller, Tour & Travel Mgr.; Mike Riccio, Dir. Conv. Svcs.

LOCATION/TRANSPORTATION FACTS—Mountainside resort on 650 lush acres of fountains, courtyards and tropical gardens, adjacent to the 16,500-acre Phoenix Mountain Park Preserve..4 miles, 10 minutes from the business district and Civic Plaza Convention Center. 4 miles, 8 minutes from Sky Harbor Int'l Airport; shuttle and limo service available. Located at 48th St. and Baseline Rd., ½ mile west of I-10.

ACCOMMODATIONS—Spanish Mediterranean-style complex offers 639 two-room suites and presidential suites. Winner of M & C's Gold Key and Gold Platter Awards. All two-room suites have climate control, 2 direct-dial phones, 2 color TV's, den, stocked wet bar and refrigerator, balcony.

DINING/ENTERTAINMENT—Another Pointe in Tyme offers grilled specialties 5-11PM with dinner entrees $6-20. Aunt Chilada's offers spicy Mexican fare in a fiesta setting 11AM-11PM with dinner entrees $4-11. Sport Club Dining offers health foods and lighter fare 6AM-11PM with dinner entrees $9-15. Rustler's Rooste serves up savory cowboy cookin' atop South Mountain 5PM-midnight with entrees $9-19.

SERVICES/FACILITIES/SHOPS—Beauty salon, gift shop, sports shop. Concierge and activities coordinator.

RECREATIONAL/AMUSEMENT FACILITIES—Lap pool and 7 heated outdoor pools. 35,000-sq.-ft. Sports Club Fitness Centre with sauna, steam rooms, massage therapy, weight training, exercise equipment, aerobic classes, 12 lighted tennis courts. 7 indoor racquetball courts. 18 holes of championship golf at The Pointe Golf Club on South Mountain. Horseback riding in adjacent 23,000-acre mountain park. Volleyball, biking, hayrides. Game room. Sports shop for rental or purchase.

RATES—European plan, Sept. 16 1993-Jan. 15 1994, Single/Double $180. Jan. 15-May 1994, Single/Double $240. Extra person $10. Child under 18 free in parents' suite. Tax: 10.25%. Check out: noon. **Credit Cards:** all major. **For Direct Billing:** contact accounting.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—Over 85,000 square feet of function space include 2 ballrooms, breakout rooms and 28 executive boardroom suites. In addition, Rustler's Rooste accommodates 1000 for indoor/outdoor banquets. Teleconferencing facilities available directly from the hotel include receivers and TV production equipment. State-of-the-art A/V facilities.

Name of Room	Grande Ballroom	Exhibit Pavilion	S. Mountain Ballroom	3 Rooms
Dimensions (LxWxH in feet)	200x100x21	132x150x15	80x100x15	45x45x12
Square Feet	20,000	19,800	8000	2000
Floor Number	1	1	2	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	No	Yes	Yes
Capacity				
Auditorium	2300	2200	900	225
Classroom	1850	1900	700	175
U-Shape	NA	NA	NA	125
Reception	2500	2400	1000	250
Banquet	2000	1960	750	200

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Lecterns with Lights; Podiums; Stack Chairs; Pads, Pens, Pencils; Lobby Bulletin Board. —*at a charge:* Easels; Flipcharts; Name Cards/Holders; Installed & Portable PA System; Tape Recorder/Player; Phonographs; Microphones; Translation Equipment; Projection Screens; CCTV Equipment; Typewriters; Duplicating Machines; Direction Signs; Portable Stages.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Messenger; Notary Public; Interpreter; Print Shop; Photographer; In-House Tour Department; Locksmith; Laborers; A/V Operators & Repairmen; Stenographer; Carpentry Shop; Sign Painter; Paint Shop; Plumber; First Aid.

Provided by local vendors—Display Builder; Entertainment; Musicians; Decorators; Attendee Registration.

THE POINTE HILTON RESORT AT SQUAW PEAK

576 Suites

7677 N. 16th St., Phoenix 85020. PHONE: (602) 997-2626; (800) 876-4683; Hilton Reservations (800) 321-3232. KEY PERSONNEL: Ryan Kingston, Dir. of Mktg.; Mary Hall, Asst. Dir. of Sales; Barb Gardiner, Debra Reasy, Jeff Both, Peggy Drakes, Nat'l Sales Mgrs.; Toby Vince, Sales Mgr.; Denis Chiate, Leisure Sales Mgr.; Christine Meyer, Corp. Accts.

LOCATION/TRANSPORTATION FACTS—Year-round, total destination resort on 300 lush acres of fountains, courtyards and tropical gardens adjacent to the 16,500-acre Phoenix Mountain Park Preserve. 6 miles, 10 minutes from downtown Phoenix and Civic Plaza Convention Center. 15 minutes from Sky Harbor Int'l Airport; airport shuttle and limo. Resort is 5 blocks north of Lincoln Dr., 4 miles east of I-10.

ACCOMMODATIONS—Spanish-Mediterranean-style resort offers 576 suites. Winner of Meetings & Conventions' Gold Key, AAA Five Diamond and Mobil Five Star Awards. Units include 2-room suites with den, stocked wet bar and refrigerator and separate bedrooms, one- and two-bedroom 2-story villas with private patios and sun decks, and 2 elegant Palacios with private patios, whirlpools and kitchens. Groups can be pre-registered.

DINING/ENTERTAINMENT—Aunt Chilada's offers spicy Mexican fare in a fiesta setting 11AM-11:30PM, entrees $5-14. Hole-in-the-Wall features mesquite-grilled beef and fish and live Western music nightly; open 7AM-1AM, entrees $9-17. Beside The Pointe serves healthy delights in a garden setting 6AM-11AM, after hour dining on Fri. and Sat., entrees $6-15. Avanti serves Northern Italian cuisine in an elegant mountainside setting.

SERVICES/FACILITIES/SHOPS—Gift and sports shop. Concierge/activities coordinator. Car rental. Multilingual staff. Free outdoor self-service parking.

RECREATIONAL/AMUSEMENT FACILITIES—Six heated outdoor pools with swim-up bar. Therapy pools. Sports Club Fitness Centre with health club, weight room, aerobics, exercise machines, lap pool, sauna and steam baths. 8 outdoor tennis courts. 4 indoor racquetball courts. Handball. Game room, table tennis, volleyball, jogging and hiking trails. Biking and horseback riding. The Pointe Golf Club on Lookout Mountain nearby offers 18-holes of championship golf.

RATES—European plan, May 28-Sept. 15 1993, Single/Double $110. Sept. 16 1993-Jan. 15 1994, Single/Double $180. Jan. 15-May 1994, Single/Double $240. Extra person $10. Children under 18 free in parents' suite. Tax: 10.25%. Check out: noon. **Credit Cards:** all major. **For Direct Billing:** contact accounting.

—Principal Meeting Facilities, Equipment and Services—

GENERAL COMMENTS—65,000-sq.-ft. of meeting space includes a 10,000-sq.-ft. ballroom, 24 executive boardrooms and a 32,500-sq.-ft. Convention Centre with 14 meeting rooms. Horizon, Grande and Squaw Peak ballrooms each subdivide.

Name of Room	Grande Ballroom	Conference Center	Horizon	Courtroom A and B each
Dimensions (LxWxH in feet)	120x80x15	Irregular	47x47x9	40x40x12
Square Feet	10,000	8210	2115	1600
Floor Number	1	1	1	2
Floor Cover	Carpet	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes	Yes
Capacity				
Auditorium	1500	800	225	175
Classroom	775	750	180	140
U-Shape	NA	NA	100	100
Reception	1500	950	200	200
Banquet	1100	820	175	150

MEETING EQUIPMENT:

Supplied by the hotel—*at no charge:* Lecterns with Lights; Podiums; Stack Chairs; Writing Pads, Pens, Pencils; Lobby Bulletin Board.—*at a charge:* Easels; Flip Charts; Name Cards/Holders; Installed & Portable PA Systems; Reel & Cassette Tape Recorder/Players; Phonographs; Microphones; Translation Equipment; Projection Screens; CCTV Equipment; Typewriters; Duplicating Machines; Individualized Direction Signs; Staging.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at a charge:* Electrician; Messenger Service; Notary Public; Interpreters; Print Shop; Photographer/Photo Shop; In-House Tour Dept.; Locksmith, Laborers; A/V Operators & Repairmen; Stenographer; Carpentry Shop; Sign Painter; Paint Shop; Plumber; First Aid.

Provided by local vendors—Display Builder; Entertainment; Musicians; Decorating Service; Attendee Registration.

HYATT REGENCY SCOTTSDALE RESORT AT GAINEY RANCH

493 Rooms

7500 E. Doubletree Ranch Rd., Scottsdale 85258. PHONE: (602) 991-3388; (800) 233-1234. FAX: (602) 483-5511. KEY PERSONNEL: Bill Elder-Orley, Regional VP and Managing Dir.; Terri Benich, Dir. of Sales.

LOCATION/TRANSPORTATION FACTS—Year-round resort hotel on 110km/27 acres featuring 5 lush courtyards landscaped in varying themes, with a backdrop of the picturesque McDowell Mountains. 30 minutes from Phoenix Civic Plaza. 24km/15 miles, 30 minutes from Phoenix Sky Harbor Int'l Airport; airport shuttle by reservation $14 per person, taxi $25. 5km/3 miles, 10 minutes from Scottsdale Municipal Airport. Located at the intersection of Doubletree Ranch Rd. and Scottsdale Rd.

ACCOMMODATIONS—Ultra-modern 4-story hotel houses 493 rooms including 25 suites and 7 casitas. All rooms have air conditioning control, direct-dial phone with message alert, color TV with feature movies, radio, balcony, dressing room, heat lamp, servibar, safe and oversized beds. Most rooms have conversation area. VIP Regency Level offers special amenities. Suites have wet bar. 6 rooms have doors accepting wheelchairs. Groups may be pre-registered.

DINING/ENTERTAINMENT—The Golden Swan serves regional cuisine in an elegant setting; open for dinner 18.00-22.00h, Sunday chef's brunch 10.00-14.00h. Squash Blossom features Southwestern specialties 6.30-22.30h. Lobby Bar is open 11.00-1.00h. Two poolside bars serve cocktails. Room service 24 hours.

SERVICES/FACILITIES/SHOPS—Newsstand, hair and nail salon for men and women, gift shop, men's clothes and women's specialty boutique. Concierge. Staff fluency: French, German, Spanish. Free outdoor parking for 820 cars.

RECREATIONAL/AMUSEMENT FACILITIES—Heated outdoor water playground with 10 pools, 3-story waterslide and sand beach. Regency Spa with sauna and steam baths. 27 holes of golf with putting green, driving range, pro shop, club rental, instruction, resident pro; green fees including cart, winter $63-78, summer $60. 8 all-weather tennis courts, 4 lighted, with ball machines, resident pro and instruction; court time $15 an hour per court. Concierge can arrange for a variety of tours.

RATES—Year-round, European plan, Jan.-May, Single/Double $285-350. Jun.-Sept. 6, Single/Double $115-175. Sept. 15-Dec., Single/Double $225-285. Suite $225-2200. Extra person $10. Children under 18 free in parents' room. Rates subject to change. Room tax: 10.25%. Service charge 18%. Check out: noon. **Credit Cards:** American Express, Carte Blanche, MasterCard, Visa. **For Direct Billing:** submit request with bank reference.

—Principal Meeting Facilities, Equipment and Services

GENERAL COMMENTS—Twenty-three meeting rooms on levels 1 & 2 provide 3,999 sq. m./43,000 sq. ft. Regency Ballroom divides into 7; Arroyo Room into 3, Dunes into 2. All have multiple outlets, controls for climate, sound and 110/220V electricity. Registration area, coat check, storage.

Exhibits—Ballroom holds 112 2x3m/8'x10' booths. Direct truck access.

Name of Room	Regency Ballroom	Arroyo Room	Dunes Room
LxWxH in Meters LxWxH in Feet	31x42x5 105x136x16	8x26x3 25x86x9	8x17x3 25x56x9
Area Meters/Feet	1307/14,280	200/2150	130/140
Floor Number	1	2	2
Floor Cover	Carpet	Carpet	Carpet
Portable Walls	Yes	Yes	Yes
Capacity			
Auditorium	1550	160	100
Classroom	900	110	60
U-Shape	NA	NA	66
Reception	1800	200	150
Banquet	1200	130	90

MEETING EQUIPMENT:

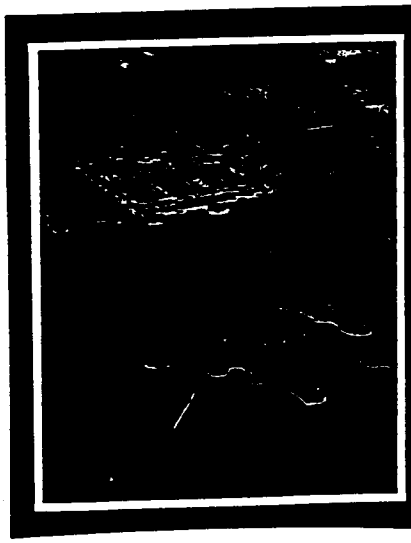
Supplied by the hotel—*at no charge:* Installed PA System; Spotlights; Lecterns with Lights; Podiums; Padded Chairs; Blackboards; Pads, Pencils; Lobby Bulletin Board/Reader Boards; Direction Signs.—*at a charge:* Portable & Floor Microphones; Remote Control Cords; Duplicating Machines.

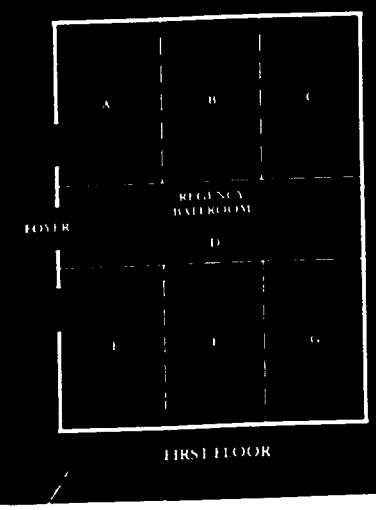
Supplied by local vendors—Portable PA System; Tape Recorder/Player; Translation Equipment; A/V Parts; Projectors; Projection Screens; CCTV Equipment; Typewriters; Truck/Van.

MEETING SUPPORT SERVICES:

Provided by the hotel—*at no charge:* First Aid.—*at a charge:* Electrician; Stenographer; Translators; Plumber; Tours & Entertainment.

HYATT REGENCY SCOTTSDALE





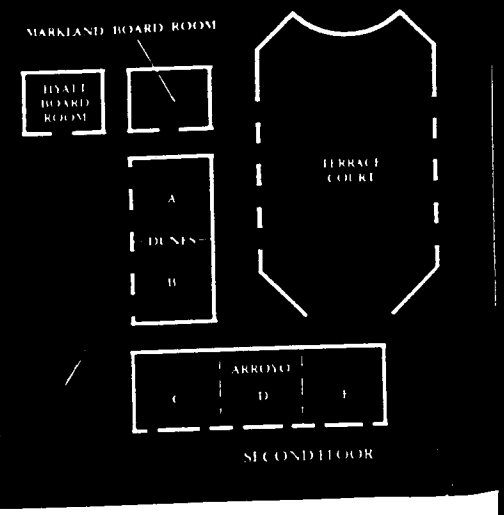


EXHIBIT 3

KOMCA BUSINESS MACHINES
CYRUS TYLER, DIR ADV
500 DAY HILL RD
WINDSOR, CT 06095

PHONE: 203-683-2222
FAX: 203-285-7617

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 201-1000
AVERAGE ROOM RATE: $151 - $200

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UNITED TECHNOLOGIES CORP
KATHY DENIEGA, MTG MGR
1 FINANCIAL PLAZA
HARTFORD, CT 06101

PHONE: 203-728-6411
FAX: 203-728-7901

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200

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KEY PRODUCTIONS
PAUL BLOOM, CHAIRMAN
94 MURPHY RD
HARTFORD, CT 06114-2126

PHONE: 203-247-8363
FAX: 203-549-7758

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 51-200, 501-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: STATE

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LIFE INS MKTG AND RESEARCH
BARBARA KIELB, MGR CONF S
PO BOX 208
HARTFORD, CT 06141

PHONE: 203-677-0033
FAX: 203-678-0187

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: UNDER 100, 201-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

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VOLTARC TECHNOLOGIES INC
JOE WALSH, SLS MGR SC
186 LINWOOD AVE
FAIRFIELD, CT 06430

PHONE: 203-255-2633
FAX: 203-259-1194

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

SDI
E KOVARY, VP
37 OVERLOOK DRIVE
SOUTHBOROUGH, MA 01772

PHONE: 508-481-9050

MEETINGS PER YEAR: 7

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

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CREATIVE DATA SYSTEMS
JOHN PUSTAVER, PRES
4 KENDALL RD
SUDBURY, MA 01776-2610

PHONE: 508-443-4254
FAX: 508-443-6052

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: UNDER 25, MORE THAN 1000
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

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ANDOVER CONTROLS CORP
CAROL J MCLAREN, MKTG MGR
300 BRICKSTONE SQ
ANDOVER, MA 01810

PHONE: 508-470-0555

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150

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ADDISON-WESLEY PUBLISHING
LISA E VENTURA, NATL SLS
JACOB WAY
READING, MA 01867

PHONE: 617-944-3700
FAX: 617-944-6194

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-100, 201-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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ARBCO INCUSTRIES
ADOLPH BARTOLOMUCCI, PRES
PO BOX
EXPORT, PA 15632

FAX: 412-725-4006

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: $151 - $200
SCOPE: STATE

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STEEL STRUCTURES PAINTING
ROSE MARY SURGENT, MGR
14230 HILAND PLACE
N HUNTINGDON, PA 15642-1015

PHONE: 412-824-8854

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

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PETERSON BROS PUBLISHING
CLAYTON JOHNSON, NTL SLS
14 WEST SOUTH
CORRY, PA 16407

PHONE: 814-838-0025
FAX: 814-838-0035

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200

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PLACEMENT ASSN MIDDLE ATLA
WILLIAM B MARTIN, SITE
ELLIS HALL JUNIATA COLL
HUNTINGDON, PA 16652

PHONE: 814-643-4310
FAX: 814-643-3620

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 51-100, 201-500, 701-1000
AVERAGE ROOM RATE: $100 - $150
SCOPE: REGIONAL

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PA TURFGRASS COUNCIL
CHRISTINE E KING, EXEC
PO BOX 417
BELLEFONTE, PA 16823

PHONE: 814-355-8010
FAX: 814-355-7240

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 501-1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: STATE

BIRMINGHAM GROUP INC
MICHAEL DOHERTY,
2 GRAEME ST
PITTSBURGH, PA 15222

PHONE: 412-261-6100
FAX: 412-261-6154

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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REFACTORIES INSTITUTE
MICHELLE GRIFFITH, ACCT
500 WOOD ST STE 326
PITTSBURGH, PA 15222-2408

PHONE: 412-281-6787
FAX: 412-281-6881

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 51-200, 501-700
AVERAGE ROOM RATE: $100 - $150, OVER $200
SCOPE: INTERNATIONAL

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FEDERATED INVESTORS
MARIA J STEPHENS, CONF
FEDERATED INVESTORS TOWER
PITTSBURGH, PA 15222-3779

PHONE: 412-288-1477
FAX: 412-288-7881

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

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MEDIA SERVICES
LAWSRENCE OLEARY, CONF
4800 FRIENDSHIP AVE
PITTSBURGH, PA 15224-1722

PHONE: 412-578-1717

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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HARDWOOD MFRS ASSN
LAURIE L COCHRAN, OPER
400 PENN CTR BLVD #530
PITTSBURGH, PA 15235

PHONE: 412-829-0770
FAX: 412-829-0844

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, OVER $200
SCOPE: NATIONAL

AMER GENERAL LIFE INS NY
KENNETH FREEDMAN, VP MKTG
PO BOX 1456
SYRACUSE, NY 13201

PHONE: [illegible]
FAX: 315-471-1764

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $151 - $200

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CARRIER AIR CONDITIONING
SELMA SALMONS, ASST MTG C
6304 CARRIER PARKWAY 4808
SYRACUSE, NY 13221

PHONE: 315-432-6641
FAX: 315-432-7846

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: $100 - $150

****

PROFESSIONAL PROG MNGT IN
DONALD BOYD, PRES
1552 HERTEL AVE
BUFFALO, NY 14216-2882

PHONE: 716-834-9431
FAX: 716-834-8347

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100

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AUTO RADIATOR SALES INC
ALAN W BELKNAP, DIRECTOR
2775 BRADWAY ST
BUFFALO, NY 14227-1089

PHONE: 800-289-1277
FAX: 716-896-6477

MEETINGS PER YEAR: 0

APPROXIMATE ATTENDANCE: 26-50, 701-1000
AVERAGE ROOM RATE: UNDER $100

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EASTMAN KODAK
ALLYN MCCORMICK, MTG PLNR.
117 HIGH ST
FAIRPORT, NY 14450

PHONE: 716-724-6640
FAX: 716-724-5984

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

PLAIN & FANCY KITCHENS
VINCE L ACHEY, SLS MGR
RT 501
SCHAEFFERSTOWN, PA 17088

PHONE: 717-949-6511
FAX: 717-949-2114

MEETINGS PER YEAR: 1

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100

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ASSOC PENN CONSTRUCTORS
CYNTHIA K REISINGER, VP
800 N THIRD ST #500
HARRISBURG, PA 17102

PHONE: 717-238-2513

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 101-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200
SCOPE: STATE

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HOSPITAL ASSN OF PENN
JOHN E DEITCH, CORP SECY
4750 LINDLE RD, PO BOX 8600
HARRISBURG, PA 17105

PHONE: 717-564-9200

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200
SCOPE: STATE

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PENNYSLVANIA BANKERS ASSOC
BARBARA J MARKS,
23 N FRONT ST, PO BOX 152
HARRISBURG, PA 17108

PHONE: 717-255-6939
FAX: 717-233-5937

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: STATE

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PA KIWANIS
KEVIN E THOMAS, SECY
2404 PARK DR COMMERCE PK, STE K
HARRISBURG, PA 17110

PHONE: 717-540-9300
FAX: 717-540-1018

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100
SCOPE: INTERNATIONAL

VLAHOS COMMUNICATIONS
HARVEY VLAHOS, PRES
SR 156 BOX 451
ALTAMONT, NY 12009

PHONE: 518-861-8178
FAX: 518-861-6944

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150

****

GEN CONTRACTOR ASSOC
THEODORE J CZREW, A MNG
1900 WESTERN AVE
ALBANY, NY 12203

PHONE: 518-456-1134
FAX: 518-456-1198

MEETINGS PER YEAR: 1

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: OVER $200
SCOPE: STATE

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NEW YORK ST PSYCHOLOCIAL A
DIANE B KERMANI,
EXECUTIVE PARK EAST
ALBANY, NY 12203

PHONE: 518-437-1040
FAX: 518-437-0177

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: UNDER 25, 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: STATE

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TECHNICAL VIEDO
GARY T SAYLES, OPS MGR
43 FAIRFIELD AVE
ALBANY, NY 12205-3430

PHONE: 518-446-1353
FAX: 518-458-7365

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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HOSPITAL ASSN OF NY STATE
KRISTEN PRIDGEON, CONF
74 NO PEARL ST
ALBANY, NY 12207

PHONE: 518-431-7834

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: STATE

CENTER FOR STUDY AGING
SARA HARRIS, EXEC DIR
706 MADISON AVE
ALBANY, NY 12208

PHONE: [illegible]
FAX: 518-462-1339

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

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INTL COUNCIL SHOPPING CNTR
MICHAEL L HARTNEY, SR
18 DEERFIELD PL
SCHENECTADY, NY 12302-3247

PHONE: 518-374-4565

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

****

ENAP INC
VICKI S ASCOLESE, MKTG
4 EXECUTIVE DR
NEW WINDSOR, NY 12553-5505

PHONE: 914-564-4900
FAX: 914-564-4955

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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MILMOE-ROGERS
MARY MILMOE, PRES
21 GILLETTE LN
CAZENOVIA, NY 13035-1403

PHONE: 315-655-2938
FAX: 315-655-9838

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 51-100, MORE THAN 700
AVERAGE ROOM RATE: $151 - $200
SCOPE: NATIONAL

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NY STATE ASSN TOWN SUP
RICHARD J BROWN, E SEC
4294 CRAINS MILLS RD
TRUXTON, NY 13158

PHONE: 607-842-6458
FAX: 607-842-6713

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 26-100, 701-1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: STATE

DON JAGODA ASSOCIATES
JOHN M ZAMOISKI, SR VP
100 MARCUS DR
MELVILLE, NY 11747-4229

PHONE: 516-454-1800
FAX: 516-454-1834

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE:
SCOPE: NATIONAL

****

ITTCO SALES CO INC
NEIL A ROSENBERG,

RONKONKOMO, NY 11779-6939

PHONE: 516-737-6800
FAX: 516-737-6805

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: UNDER 100, MORE THAN 500
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

****

THOMAS CORR ASSOCIATES
TOM CORR, VP
17 ABERDEEN RD
SMITHTOWN, NY 11787-4401

PHONE: 516-232-2288
FAX: 516-232-0091

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

****

COMPUTER ASSOC INTL INC
JUDY TIBERIE, EVENT COOR
1 COMPUTER ASSOC PLZ
SMITHTOWN, NY 11788

PHONE: 516-342-2888
FAX: 516-342-6867

MEETINGS PER YEAR: 7

APPROXIMATE ATTENDANCE: 201-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

****

MAIN STRIKE MARKETING INC
MARK TRUBOWITSCH, PRES
485 18 SOUTH BROADWAY
HICKSVILLE, NY 11801-5071

PHONE: 516-933-2003
FAX: 516-933-2004

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

LEUKEMIA SOCIETY
BARBARA P LERMAND, RES
88-05 MERRICK BLVD #3E
JAMAICA, NY 11432

PHONE: 212-573-8484
FAX: 212-856-9686

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 26-100, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

****

SVC CORP
J WEXLER, VICE PRES
42 CARMAN AVE
CEDARHURST, NY 11516-1905

PHONE: 516-568-4100
FAX: 516-568-4819

MEETINGS PER YEAR: 11

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200
SCOPE: NATIONAL

****

SUCCESS DYNAMICS INC
ROBERT LEVOY, PRES
11 VANAD DR
ROSLYN, NY 11576

PHONE: 516-482-5959

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 201-1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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AMER COLLEGE ANIOLOGY
HERBERT SHAFTEL, EXEC DIR
1044 NORTHERN BLVD
ROSLYN, NY 11576

PHONE: 516-484-6880

MEETINGS PER YEAR: 1

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $151 - $200
SCOPE: INTERNATIONAL

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HARRIS AVIATION CONSULT
FRANK HARRIS, PRES
PO BOX 725
CORAM, NY 11727-0725

PHONE: 816-732-7268

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: INTERNATIONAL

CANON USA INC
KEITH J PAGLEN, EVENTS
1 CANON PL
NEW HYDE PARK, NY 11042

PHONE: 516-488-6700
MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

****

ALAN COMPUTERS INC
ARIN LANIS, PRESIDENT
37 LONGVIEW ROAD
PORT WASHINGTON, NY 11050

PHONE: 516-944-7421
MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

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STANDARD MOTOR PROD
STEPHANIE DAVENPORT, MTG
37-18 NORTHERN BLVD
LONG ISLAND CTY, NY 11101

PHONE: 718-392-0200
MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 201-500, 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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HAKOLA ASSOC
JOHN W HAKOLA, PRES
242 25TH ST
BROOKLYN, NY 11232-1338

PHONE: 718-499-8501
FAX: 718-768-7323
MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 26-50, MORE THAN 1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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MASON MEDICAL PRODUCTS
RON RESNICK, VP
8000 COOPER AVE BLDG 28
FLUSHING, NY 11385-7734

PHONE: 914-368-3007
FAX: 718-326-3240
MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

J L GIOIA ASSOCIATES
JOYCE FUCHS-GIOIA, PRES
43 GLADSTONE RD
NEW ROCHELLE, NY 10804

PHONE: 914-636-6964
FAX: 914-235-0598

MEETINGS PER YEAR: 9

APPROXIMATE ATTENDANCE: 51-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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PYROTRONICS INC
ALFRED J SPIATTO, NATL
25 WOODRUM DRIVEAZA
STONY POINT, NY 10980

PHONE: 201-267-1300
FAX: 201-397-7045

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: UNDER 50, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

****

WORLDWIDE COLORS INC
JAY FACTOR, PRES
153 MEACHAM AVE
ELMONT, NY 11003-2633

PHONE: 516-352-4000
FAX: 516-352-4067

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: REGIONAL

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ELECTRONIC SPEC PLAST
NEIL KAPLAN, MEETING PL
7 SHADOW LN
GREAT NECK, NY 11021

PHONE: 516-487-4607

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 201-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: NATIONAL

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BOB GALE ASSOCIATES
BOB GALE, PRES
21 LODGE ROAD
GREAT NECK, NY 11021

PHONE: 516-487-4358

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 51-500, 701-1000
AVERAGE ROOM RATE: $151 - $200, OVER $200

FOUNDATION ORTHODONTIC RE
LEWIS NIEBERG, MTG COORD
UNIV NEBR/DRT ORTHODONTIC, 90 SOUTH RIDGE STREET
RYE BROOK, NY 10573

PHONE: 914-939-6060
FAX: 914-939-6324

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: MORE THAN 1000
AVERAGE ROOM RATE: $151 - $200, OVER $200
SCOPE: INTERNATIONAL

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MCI TELECOMMUNICATIONS COR
TERRY PALOMBO, SR MGR INT
5 INTERNATIONAL DR
RYE BROOK, NY 10573

PHONE: 914-251-2255
FAX: 914-933-6295

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200
SCOPE: INTERNATIONAL

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PARAMEDICA
M CANE, PRES
PO BOX 447
SCARSDALE, NY 10583-0447

PHONE: 914-472-2488

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE:
SCOPE: NATIONAL

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MARCH OF DIMES BIRTH DEFEC
FRANK P LYNCH, FLD DIR
1275 MAMARONECK AVE
WHITE PLAINS, NY 10605

PHONE: 914-997-4449
FAX: 914-428-9366

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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AMER COUNC/FORGN LANGUAGE
C E SCEBOLD, EXEC DIR
6 EXECUTIVE PLZ
YONKERS, NY 10701-6801

PHONE: 914-963-8830
FAX: 914-963-1275

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

STANLEY HOME PROD
CRAIG BESTER, MKTG DIR
116 PLEASANT ST
EASTHAMPTON, MA 01027

PHONE: 413-527-1000
FAX: 413-527-6432

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 51-500, 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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ANITEC
ELIZABETH HOGAN SCOTT,
383 DWIGHT ST
HOLYOKE, MA 01040-5816

PHONE: 413-538-9324
FAX: 413-532-3937

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150, $151 - $200

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PAUL REVERE INS GROUP
ROBERT JEFFREY, VICE PRES
18 CHESTNUT ST 224 01
WORCESTER, MA 01608-1528

PHONE: 508-799-4441

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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ELEC COUNCIL OF NEW ENG
J ROBERT LOYD, PRESIDENT
54 MIDDLESEX TURNPIKE
BEDFORD, MA 01730

PHONE: 617-275-0310
FAX: 617-271-9002

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 100, 201-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: REGIONAL

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CHRYSALIS CO
CAROL WOLICKI, PRES
306 WATTAQUADOCK RD, PO BOX 160
BOLTON, MA 01740

PHONE: 508-779-2724
FAX: 508-779-5520

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 201-1000+
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

AMER INS SERV GROUP INC
CHRISTINE FICARRA, SUPV
85 JOHN ST 11TH FL
NEW YORK, NY 10038-2823

PHONE: 212-669-0513
FAX: 212-669-0550

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

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SALOMON BROTHERS
SCOTT WOODHOUSE, CONF
, 35TH FLOOR
NEW YORK, NY 10048-1102

PHONE: 212-783-5740
FAX: 212-783-4012

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: $151 - $200

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MERRILL LYNCH & CO INC
KAREN A MADDEN, MTNG PLNR
SOUTH TOWER 6TH FLR, WORLD FINANCIAL CTR
NEW YORK, NY 10080

PHONE: 212-236-4204

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-200, 501-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200

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THOMAS REGISTER OF AMER
RITA LIEBERMAN, PROM MGR
5 PENN PLAZA
NEW YORK, NY 10119-0002

PHONE: 212-290-7227
FAX: 212-290-7206

MEETINGS PER YEAR: 11

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200

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EXECUTIVE DIRECTIONS
AUGUSTIN F OAKES, PRES
2 PENN PLZ STE 1185
NEW YORK, NY 10121-1185

PHONE: 212-594-5775
FAX: 212-594-4183

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

IMERO FIORENTINO ASSOCS
JAMES HARTZER, COO
33 WEST 60TH ST
NEW YORK, NY 10023

PHONE: 212-246-0600
FAX: 212-246-6408

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 51-1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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TRAVEL TRADE
BARBARA DEWEEVER, CONF
15 WEST 44TH ST
NEW YORK, NY 10036

PHONE: 212-730-6600
FAX: 212-730-7137

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: MORE THAN 700
AVERAGE ROOM RATE: UNDER $100

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HOME BOX OFFICE INC
EDITH MEYER, MGR EVNTS
1100 AVE OF THE AMERICAS
NEW YORK, NY 10036

PHONE: 212-512-5434

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200

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USLIFE CORP
RICHARD KEATING, VP
125 MAIDEN LANE
NEW YORK, NY 10038

PHONE: 212-709-6227

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $151 - $200

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PSYCHOLOGY SOCIETY INC
PIERRE HABER, DIR
100 BEEKMAN ST
NEW YORK, NY 10038-1810

PHONE: 212-285-1872

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 201-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

MARGAN STANLEY
CHENA DEDENAN, SR MEETING
1251 AVE OF THE AMERICANS, 30TH FLOOR
NEW YORK, NY 10020

PHONE: 212-703-7334
FAX: 212-703-6363

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200

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NATL FOOTBALL LEAGUE
JAMES STEEG, DIR SP EVT
410 PARK AVE
NEW YORK, NY 10022

PHONE: 212-758-1500
FAX: 212-688-8545

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-700, MORE THAN 1000
AVERAGE ROOM RATE: $151 - $200, OVER $200
SCOPE: NATIONAL

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MCKINSEY CO
JAMES GONZALEZ, TRVL SUPV
485 MADISON AVE
NEW YORK, NY 10022

PHONE: 212-446-8984
FAX: 212-446-7070

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: OVER $200

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JFA FEDERATION
PAUL M KANE, EXEC DIR
130 E 59TH ST STE 804
NEW YORK, NY 10022-1302

PHONE: 212-836-1113
FAX: 212-836-1820

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 201-1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

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INTL INSTITUTE FOR LEARNIN
ROBIN BURROWS, VP BUSINES
110 EAST 59TH ST 6TH FLR
NEW YORK, NY 10022-1304

PHONE: 212-756-3731
FAX: 212-909-0558

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

TMP WORLDWIDE NY
MARCEL LEGRAND, MKTG MGR
1633 BROADWAY
NEW YORK, NY 10019

PHONE: 212-940-3911

MEETINGS PER YEAR: 11

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $151 - $200
SCOPE: REGIONAL

****

HEARST SPECIAL PUBLICATION
SHEILA K REDDAN, MKTG
224 W 57TH 4TH FLR
NEW YORK, NY 10019-1412

PHONE: 212-649-3813
FAX: 212-581-1454

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150

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MACMILLAN/MCGRAW HILL
GORDON GRINDSTAFF, MTG
1221 AVE OF AMERICAS 13TH
NEW YORK, NY 10020

PHONE: 212-512-6816
FAX: 212-512-6633

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

****

PRICE WATERHOUSE
RITA SHEA, SP EVT MGR
1251 AVE OF AMER
NEW YORK, NY 10020

PHONE: 212-819-5004
FAX: 212-790-6633

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200

****

MCGRAW HILL COLLEGE DIV
JEANETTE STYLIANS,
1221 AVE OF AMERICAS
NEW YORK, NY 10020

PHONE: 212-512-3465
FAX: 212-512-6098

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150

ANTI DAFAMATION LEAGUE
DEENA LEE, DIR MEETIN
345 E 46TH ST
NEW YORK, NY 10017-3560

PHONE: 212-490-2525
FAX: 212-867-0779

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200
SCOPE: INTERNATIONAL

****

WEBER LIPSHIE & CO
AVERY NEUMARK, PARTNER
1430 BROADWAY
NEW YORK, NY 10018

PHONE: 212-852-5665
FAX: 212-869-2054

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: MORE THAN 700
AVERAGE ROOM RATE: $100 - $150, $151 - $200

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NATL MINORITY SUPPL DEV
SUZETTE EADDY, DIR CONF
15 W 39TH ST 9TH FL
NEW YORK, NY 10018

PHONE: 212-944-2430
FAX: 212-944-2430

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 200, MORE THAN 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200
SCOPE: NATIONAL

****

CERIDIAN
PETER W BRUSH, REGL MGR
142 W 57TH ST
NEW YORK, NY 10019

PHONE: 212-887-1221

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200
SCOPE: STATE

****

MEADERS MARKETING
J B MEADERS, PRES
322 WEST 57TH ST, #12C
NEW YORK, NY 10019

PHONE: 212-246-4755
FAX: 212-246-0912

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

HUMAN RESOURCE PLNG SOC
JOAN KASPER, MTGS DIR
41 EAST 42ND ST
NEW YORK, NY 10017

PHONE: 212-490-6387
FAX: 212-682-6851

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-100, MORE THAN 1000
AVERAGE ROOM RATE: $151 - $200
SCOPE: INTERNATIONAL

****

CHEMICAL BANK
COLIN SWINBORNE, ASST VP
270 PARK AVE
NEW YORK, NY 10017

PHONE: 212-310-6118

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200

****

AMERICAN INSTITUTE
HAROLD ABRAMSON, EDUC DIR
345 E 47TH ST
NEW YORK, NY 10017

PHONE: 212-705-7372
FAX: 212-705-3297

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

****

AMER HORSE SHOWS ASSN
PATRICE RUDOLPH, DIR
220 EAST 42ND ST
NEW YORK, NY 10017

PHONE: 212-972-2472

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

****

AMER SOC OF CIVIL ENG HDQT
GEORGE L DEFEIS, ACTING
345 E 47TH ST
NEW YORK, NY 10017-2304

PHONE: 212-705-7290
FAX: 212-705-7975

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 201-1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

INTL ASSN CLOTHING DESGNRS
NORMAN KARR, EXEC DIR
475 PARK AVE S 17TH FL
NEW YORK, NY 10016

PHONE: 212-685-6602
FAX: 212-545-1709

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

****

READER DIGEST
BARBARA GRISWOLD, DIR MTG
261 MADISON AVE
NEW YORK, NY 10016

PHONE: 212-907-6695
FAX: 212-907-6991

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150

****

TIMES MIRROR MAGAZINES
TRISHA CLARK, PROM MGR
2 PARK AVE
NEW YORK, NY 10016

PHONE: 212-779-5228
FAX: 212-779-5468

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: 26-200, 501-700
AVERAGE ROOM RATE: $100 - $150

****

GP PRODUCTIONS
GILL R PESSOA, PRESIDENT
362 3RD AVE STE 18
NEW YORK, NY 10016-9012

PHONE: 212-686-5267

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-50, 101-200, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

****

HUMAN RESOURCE PLANNING SO
JOAN KASPER, DIR MTGS
41 EAST 42ND ST STE 1509
NEW YORK, NY 10017

PHONE: 212-490-6658
FAX: 212-682-6851

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 25, 51-200, MORE THAN 1000
AVERAGE ROOM RATE: $151 - $200
SCOPE: INTERNATIONAL

BARNES & NOBLE
CARL ROSENDORF, EVP
105 5TH AVE
NEW YORK, NY 10003

PHONE: 212-633-3238
FAX: 212-924-1987

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 101-200, 701-1000
AVERAGE ROOM RATE: $151 - $200
SCOPE: NATIONAL

****

AMERICAN ORT FEDERATION
ADRIAN MANN, ACTG EXEC
817 BROADWAY
NEW YORK, NY 10003-4709

PHONE: 212-677-4400
FAX: 212-979-9545

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

****

WILLIAM H SADLIER INC
JOSEPH F BROPHY, EXEC VP
9 PINE ST 2ND FLR
NEW YORK, NY 10005

PHONE: 212-312-6130
FAX: 212-312-6089

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

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METROPOLITAN LIFE INS
ROBERT J MCDONALD, CONF
ONE MADISON AVE
NEW YORK, NY 10010

PHONE: 212-578-6077
FAX: 212-578-3119

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200

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WOMENS AMERICAN ORT
JAN KOVACS, DIR CONF P
315 PARK AVE S
NEW YORK, NY 10010-3607

PHONE: 212-505-7700
FAX: 212-674-3057

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 500, 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

AFDSC
MICHAEL MELLONE, OWNER
PO BOX 206
STEWARTSVILLE, NJ 08886-0206

PHONE: 908-479-4614
FAX: 908-479-6159

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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ST&L & ASSOCIATES
WARREN LUTZ, EVP
RTE 130 BLACK HORSE LN
NEW BRUNSWICK, NJ 08902

PHONE: 201-821-5800

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 1000
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: NATIONAL

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NMU P&W
H B LEEDS, DIR
360 W 31 ST
NEW YORK, NY 10001

PHONE: 212-337-4950

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: NATIONAL

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IBI
JERRY INMAN, MANAGER
1250 BROADWAY
NEW YORK, NY 10001

PHONE: 212-736-4433

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

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NEIGHBORHOOD CLEANER ASSN
WILLIAM SEITZ, EXEC DIR
252 W 29TH ST #2FL
NEW YORK, NY 10001-5201

PHONE: 212-967-3002
FAX: 212-967-2240

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: REGIONAL

S MAT COMPUTER SVCS
SYLVIA VERBESKY, PRINCPL
29 N RIDGE RD
LIVINGSTON, NJ 07039-1238

PHONE: 201-992-0959
FAX: 201-994-6556

MEETINGS PER YEAR: 7

APPROXIMATE ATTENDANCE: 201-700
AVERAGE ROOM RATE: $100 - $150

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NATL SOC INTERNSHIPS EXP
RICHARD A UNGERER, DIR
128 MAPLEWOOD AVE
MAPLEWOOD, NJ 07040

PHONE: 212-840-1826

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: 51-500, 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

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SCIENTIFIC ATLANTA
JOHN ANDERSON, MGR
PO BOX 152
PARSIPPANY, NJ 07054

PHONE: 201-335-7681
FAX: 201-334-6930

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 26-50, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: INTERNATIONAL

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MDS AGVET
KATHIE HORBACZ, SUPV CONF
PO BOX 2000
RAHWAY, NJ 07065

PHONE: 908-855-3662

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200, OVER $200

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ASSN OF INCENTIVE MKTG
HOWARD HENRY, EXEC DIR
1620 RT 22
UNION, NJ 07083-3410

PHONE: 908-687-3090

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

MUST SOFTWARE INTL
SANDI FORMAN, MGR MKTG
101 MERRITT 7 4TH FL
NORWALK, CT 06851-1059

PHONE: 203-845-5205
FAX: 203-845-5252

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: 51-200, 501-700
AVERAGE ROOM RATE: $100 - $150

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DESTINATIONS ON TAPE
KERRY J CANNON JR,
112 MAIN ST #2ND FL
NORWALK, CT 06851-4617

PHONE: 203-846-8555
FAX: 803-845-0599

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

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TSI INTL
STEPHEN ROSEN, MKTG DIR
45 DANBURY RD
WILTON, CT 06897

PHONE: 203-761-8600

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-50, 101-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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AL LAB INC
G L LEWIS, VP SLS
ONE EXECUTIVE DR, PO BOX 1399
FT LEE, NJ 07024

PHONE: 201-947-7774
FAX: 201-947-0517

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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SCHERING PLOUGH
DAVID SHELLENBARGER, SR
2000 GALLOPING HILL RD
KENILWORTH, NJ 07033-1310

PHONE: 908-298-4053
FAX: 908-298-2429

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 701-1000
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

L G BALFOUR CO INC
DENISE WHEELER, SLS ADM
25 COUNTY ST, PO BOX 2960
ATTLEBORO, MA 02703

PHONE: 508-222-3600
FAX: 508-226-4843

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: UNDER 50, 501-700
AVERAGE ROOM RATE: UNDER $100

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MAS SOC OF CPS & CRTV SOL
EDWARD PETTINE, CONF PLNR
10 N MAIN ST
FALL RIVER, MA 02722

PHONE: 508-675-2552

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 101-200, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

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USS QUINCY CA-39 REUNION
ALBERT LEVESQUE, CHMN
46 FOSTER ST
PAWTUCKET, RI 02861

PHONE: 401-728-3063

MEETINGS PER YEAR: 1

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

****

HASBRO INC
GAIL RUBENSTEIN, DIR CORP
PO BOX 200
PAWTUCKET, RI 02862-0200

PHONE: 401-431-8490
FAX: 401-431-8743

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 100, 701-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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DANCIN FEELIN
RANDY DEATS, PRES
F272 PETTACONSETT AVE
WARWICK, RI 02888

PHONE: 401-461-0110

MEETINGS PER YEAR: 7

APPROXIMATE ATTENDANCE: UNDER 50, 101-200, 501-1000
AVERAGE ROOM RATE: $151 - $200
SCOPE: NATIONAL

LAMBA KAPPA MU SORORITY IN
AUDREY COLEMAN, MTG PLNR
35 COLGATE ROAD
NEEDHAM, MA 02192

PHONE: 617-444-1891

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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THE ENVIRON CAREERS ORG IN
MICHAEL A RODRIGUES, VP
286 CONGRESS ST 3 FL
BOSTON, MA 02210-1009

PHONE: 617-426-4375
FAX: 617-423-0998

MEETINGS PER YEAR: 6

APPROXIMATE ATTENDANCE: MORE THAN 1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: NATIONAL

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CHRISTIAN EHTICS SOC
JOHN H CARTWRIGHT, EXEC
745 COMMONWEALTH AVE
BOSTON, MA 02215

PHONE: 617-353-7322

MEETINGS PER YEAR: 2

APPROXIMATE ATTENDANCE: 26-50, 701-1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: INTERNATIONAL

****

CREDIT UNION LEAGUE MA INC
MARGUERITE A THORSEN, DIR
85 RIVER ST, PO BOX 9163
WALTHAM, MA 02254

PHONE: 617-894-2856
FAX: 617-894-9954

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-1000+
AVERAGE ROOM RATE: $100 - $150
SCOPE: REGIONAL

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INDEPENDENT ED
WILLIAM B PIERCE, EXEC
PO BOX 125
FORESTDALE, MA 02644

PHONE: 508-833-0670
FAX: 508-833-0863

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: UNDER 25, 501-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

NARPPS
NANCY WINE, EDUCATION
46B CHARLESBANK WAY
WALTHAM, MA 02154

PHONE: 617-894-7783

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

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PRACTICE MANAGEMENT ASSOC
NANCY WINE, EDUCATION
10 MIDLAND AVE
NEWTON, MA 02158-1000

PHONE: 617-695-0055
FAX: 617-695-5152

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-100, 501-700
AVERAGE ROOM RATE: $100 - $150

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BETTER HOMES FOUNDATION
BOB STAINS, DIR OF TRA
181 WELLS AVE
NEWTON, MA 02159

PHONE: 617-964-3834
FAX: 617-244-1758

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 100, 201-700
AVERAGE ROOM RATE: UNDER $100

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LEAGUE SCHOOL OF BOSTON
HERMAN FISHBEIN, EXEC DIR
225 NEVADA ST
NEWTONVILLE, MA 02160

PHONE: 617-964-3260
FAX: 617-964-3264

MEETINGS PER YEAR: 9

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $151 - $200
SCOPE: NATIONAL

****

ASSOC/TECHNICAL PERSONNEL
NORMA GARBER, PAST PRES
36 LEE ROAD
CHESTNUT HILL, MA 02167

PHONE: 617-232-4433
FAX: 617-232-3445

MEETINGS PER YEAR: 5

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: NATIONAL

NEW ENGLAND
JEFFREY CALHUS, TRVL DIR
501 BOYLSTON ST
BOSTON, MA 02117

PHONE: 617-578-4803
FAX: 617-859-9468

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200

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NEATO CO OF RICHFIELD
R A CARPINELLI, PRES
126 PEMBROKE ST
ROXBURY, MA 02118-1208

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 500, MORE THAN 1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: NATIONAL

****

PILOT SOFTWARE
KATHLEEN QUIGLEY, TS
ONE CANAL PARK
CAMBRIDGE, MA 02141

PHONE: 617-374-1101
FAX: 617-374-1110

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 25, 101-700
AVERAGE ROOM RATE: $100 - $150

****

FLIGHT TIME CORP
PATRICIA ZINKOWSKI, PRES
651 WASHINGTON ST
BROOKLINE, MA 02146-4580

PHONE: 617-277-0277

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: $100 - $150
SCOPE: REGIONAL

****

N M C HOMECARE
CHERYL L GAMST, MKTG
1601 TRAPELO RD
WALTHAM, MA 02154

PHONE: 617-466-9650
FAX: 617-890-8953

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 51-1000+
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: INTERNATIONAL

COMMUNICATION PUBLIC GROUP
PAUL ONEILL, PRES
PO BOX 383
DEDHAM, MA 02026

PHONE: 617-329-7773

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 51-100, 501-700
AVERAGE ROOM RATE: $151 - $200

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CIBA CORNING DIAGNOSTICS
LINDA IAFOLLA, MKTG SVCS
115 NORWOOD PARK S
NORWOOD, MA 02062

PHONE: 508-660-4467
FAX: 508-660-4930

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200

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HARVARD SCHOOL PUBLIC HEAL
DAVID A SHORE, DIR EDUC
OFFICE CONTINUING EDUCATID, 677 HUNTINGTON AVE
BOSTON, MA 02115-6023

PHONE: 617-432-0966
FAX: 617-432-1969

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 101-1000
AVERAGE ROOM RATE: UNDER $100, $100 - $150, $151 - $200
SCOPE: NATIONAL

****

NEW ENGLAND MINORITY PURCH
MAY LING TONG, EXEC DIR
FOUR COPLEY PLACE STE 125
BOSTON, MA 02116

PHONE: 617-578-8900

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100
SCOPE: REGIONAL

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HOME & HEALTHCARE ASSN
SUSAN SALMOFF, DIR MEM SV
20 PARK PLZ #625
BOSTON, MA 02116

PHONE: 617-482-8830
FAX: 617-426-0509

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: STATE

K WOOD CO
KEN RINGWOOD, CEO OWNER
87 ROCK AVE
WARWICK, RI 02889-2123

PHONE: 401-732-3269

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: MORE THAN 1000
AVERAGE ROOM RATE: UNDER $100
SCOPE: INTERNATIONAL

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NH RETAIL GROCERS ASSN
JOHN M DUMAIS, PRESIDENT
110 STARK ST
MANCHESTER, NH 03101

PHONE: 603-669-9333

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: 26-50, 101-200, 501-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: STATE

****

ECOLOGY OF WORK
TOM C CHASE, CONF COORD
RR 2 BOX 44A
NORTHWOOD, NH 03261

PHONE: 603-942-8189
FAX: 603-942-8190

MEETINGS PER YEAR: 3

APPROXIMATE ATTENDANCE: 201-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

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BETHEL MILLS INC
JOHN DURFEE, PRES
PO BOX 61
BETHEL, VT 05032

PHONE: 802-234-9300

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: $100 - $150
SCOPE: STATE

****

TIE INTERNATIONAL
MARGARET M TREIMANN, PRES
ONE PARTRIDGE LN
AVON, CT 06001

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: $100 - $150, $151 - $200, OVER $200
SCOPE: INTERNATIONAL

PHOTOGRPHC RESCH ORG INC
JEFFREY NEAL, ASSOC DIR
360 TUNXIS HILL RD, PO BOX 1588
FARFIELD, CT 06430-1588

PHONE: 203-336-0183
FAX: 203-384-0764

MEETINGS PER YEAR: 10

APPROXIMATE ATTENDANCE: UNDER 25, 51-100, 501-700
AVERAGE ROOM RATE: $100 - $150, $151 - $200
SCOPE: NATIONAL

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CT CREDIT UNION LEAGUE INC
HOWARD H HOEMANN, PRES &
110 S TURNPIKE RD, PO BOX 5001
WALLINGFORD, CT 06492-4320

PHONE: 203-265-5657

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: UNDER 700
AVERAGE ROOM RATE: UNDER $100
SCOPE: STATE

****

SOC FOR EXPERIMENTAL MECH
KRISTIN MACDONALD, A MNG
7 SCHOOL ST
BETHEL, CT 06801

PHONE: 203-790-6373
FAX: 203-790-4472

MEETINGS PER YEAR: 8

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100
SCOPE: INTERNATIONAL

****

BETHEL SAND & GRAVEL CO
ANTHONY NAZZARO, MGR
PO BOX 185
BETHEL, CT 06801-0185

PHONE: 203-743-4469

MEETINGS PER YEAR: 4

APPROXIMATE ATTENDANCE: 501-700
AVERAGE ROOM RATE: UNDER $100, $100 - $150

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SOC OF PLASTIC ENGINEERS
JEFFREY FORGER, CONF DIR
14 FAIRFIELD DR
BROOKFIELD, CT 06804

PHONE: 203-775-0471
FAX: 203-775-8490

MEETINGS PER YEAR: OVER 12

APPROXIMATE ATTENDANCE: LESS THAN 25 - 1000+
AVERAGE ROOM RATE: UNDER $100, $100 - $150
SCOPE: INTERNATIONAL

EXHIBIT 4

Muller, Kathleen L.
Natl Assn of Broadcasters
Myers, Susan K.
General Federation/Womens Clubs
Newman, Victoria
Amer Hotel & Motel Assn
Noguchi, Sumiyo C.
United Nations University
Norfleet, Diane
Amer Petroleum Institute
Novak, Gracita V.
Natl Assn of Homebuilders
O'Connell, Margaret M.
World Presidents' Organization
Pace, Jill H.
Amer College Real Estate Lawyers
Paine, Elizabeth V.
NBAA Educ & Safety Foundation
Palmer, Cindy J.
MCI Communications Corp
Payne, Michael L.
Smith Bucklin & Associates Inc
Pearson, Menia H.
Health Industry Manufacturers Assn
Pittman, Annmarie R.
Courtesy Associates Inc
Rauzino-Heller, Rosemarie L.
Physician Insurers Assn Amer
Reighart, Glenn M.
Assn Womens Health OB/Neotal
Romero, Christine B.
Food Marketing Institute
Rosales, Lizette P.
Natl Council of La Raza
Rossi, Paul R.
Amer Bankers Assn
Royce, Jerilan P.
Amer Symphony Orch League
Russell, Clara E.
Amer Council of Life Insurance
Russell, Dorothea L.
Amer Wholesale Marketers Assn
Russell, Karen J.
A Matter of Time & Convenience
Schulz, Monika E.
Gtr Washington Soc Assn Execs
Sellers, Celestine
Neighborhood Reinvestment Corp
Sellouk, Madeleine D.
Amer Petroleum Institute
Sequeira, Melanie E.
NASEO
Sharp, Laurie
Natl Council State Hsng Agencies
Singer, Ann E.
Natl University Cont Ed Assn
Skiados, Don P.
Assn of Independent Airmen
Slye, Robin E.
Natl Rural Electric Coop Assn
Smith, Arnetta C.
Amer Petroleum Institute
Snyder, Marilyn
APA Insurance Trust
Sordyl, Melissa A.
Amer Soc for Microbiology
Stango, Janice T.
Mortgage Bankers Assn of Amer
Stidinger, Stephen H.
Amer Assn Mental Retardation
Stone, Cynthia 'Cindi' M.
Assn of American Railroads
Struble, Kim M.
Travel Industry Assn
Svendsen, Pam S.
Assn Investment Mgmt Sales Exec
Tannenbaum, Barbara D.
MCI Communications Corp
Tarkhani, Oretta M.
World Resources Institute
Taylor, Katrina M.
Assn Territorial Solid Waste
Thompson, Cici C.
Employee Relocation Council
Tower, Julia E.
Natl Council of Ed Oppor Assns
Van Winkle, Carrie L.
Amer Chemical Society
Wagster, Elizabeth T.
Wyatt Company, The
Wall, Sharon L.
Natl Investor Relations Inst
Walters, Jeanne
Cosmos Corp
Watkins, Rosemary H.
Natl Conference Catholic Bishops
Weatherford, Sherry D.
USA Groups Inc
Weinberg, Ann G.
Natl Telephone Coorperative Assn
West, Phyllis A.
Amer Petroleum Institute
Whalen, Claire M.
Natl Assn Independent Schools
Whitaker, Joanne
Food & Drug Law Institute, The
Whitehurst, Juliet A.
Direct Marketing Assn
Wilson, Sandra K.
Sprint Communications Co
Wise, Susan L.
Natl Council Architectural Reg Bd
Yebba, Michele D.
Air Conditioning Contractors Amer
Zielinski, Elizabeth A.
Institute Makers of Explosives
Zippin, Lawrence M.
Amer Insurance Assn
Ziskind, Michael D.
US General Services Admin

Washtington
Shapiro, Wendy S.
Intl Assn of CVB's

Florida

Altamonte Spg
Berry, Nancy A.
Kautter Management Group
Whitsett, Louise B.
Institute of Internal Auditors

Amelia Island
Haseley, Peggy H.
AT&T American Transtech

Apopka
Crytzer, Sheri J.
United Telephone of FL
Schnell, James A.
Sprint/United Telephone of FL
Sloboda, Jean M.
Sprint/United Telephone of FL
Tomczak, Deborah L.
United Telephone of FL

Auburndale
Brust, Camelia L.
Meetings & Events Etc

Boca Raton
Batterton, Denise D.
Lumbermen's Underwriting Alliance
Budd, Cheryl L.
Natl Council Compensation Ins
Burke, Karen K.
Amer Soc Artificial Internal Org
Christiasen, Renne
Paragon Events Inc
Crumblin, Katherine M.
W R Grace & Co
Good, Jeffrey
Dalsimer Group, Inc
Hagan, Debra L.
Natl Council on Compensation
Harrington, Teresa K.
Ancomp Inc
Monteiro, Alberto
Monteiro & Associates

Bradenton
Strickler, G. Joseph

Cape Coral
Groening, Robert E.
Show & Tell Communications

Casselberry
Solis, Barbara C.
FL Food Industries

Clearwater
Dunbar, Joy M.
NUS
Mahoney, JeenLee
Value Retail News
Shiflett, Rose M.
Corporate Events

Cocoa
Daiger, Frederick S.
Consultant

Cocoa Beach
Alexander, Shelley A.
Advanced Meeting Planners

Coral Gables
Arbesu, Lea M.
SEC Institute Inc. The
Dobosz, Patricia D.
Atlas Motivations
Ferrer, Frank
Management For Meetings Inc
Ferreras, Jose R.
Atlas Motivations
Martin, Ruth B.
Univ of Miami Law Center
Rodriguez, Elena M.
Landry & Kling Inc
Schroeder, Edna Mae
Creative Business Enterprises
Scott, David A.
Univ of Miami

Coral Springs
Casanave, Sally L.
Complete Meeting Planners Inc
Smith, Patricia J.
PJ Smith & Assoc

Crawfordville
Ventry, Joice J.
Meeting Spots

Davie
Gladstone, Susan B.
Susan Gladstone & Assoc Inc

Daytona Beach
Bramlage, Janet L.
Collyer Co, The
Collyer, Robert B.
Collyer Co. The

Deerfield Bch
Carr, Katherine
Sensormatic Elec Corp
Gonzalez-Pinado, Nilsa L.
Executive Incentives
Plisko, Darlene M.
Hello Florida! Inc

Deland
Jenkins, Ann B.
Stetson Univ

Delray Beach
Tooker, Christina M.
Office Depot Inc

Dunedin
Goldsmith, Dr. Nolan I.
FL Podiatric Medical Assn

Eustis
D'Ercole, Susan M.
Liaison Prof Mtg Svcs

Fort Meyers
Stewart, Karin D.
Chico's

Fort Myers
Trpik, Joseph R.
AFSM Intl

Fort Pierce
Costilow, Susan L.
Harbor Branch Oceanographic Inst
Sindone, Joseph L.
Florida Podiatric Medical Assn

Ft Lauderdale
Gutterman, Phyllis
Mansfield, Arthur R.
Impac
Mayer, Elin L.
Mayer Motivations
Meretsky, Mona S.
Concor Event & Meeting Production
O'Neill, Sheri G.
Blockbuster Entertainment Corp
Oppenheimer, Carol
Payton, Betty
Natl Hot Pepper Assn
Volin, Miles J.
AAA World Travel

Hallandale
Strauss, Richard
Florida Podiatric Medical Assn

Heathrow
Bennett, Barbara J.
AAA
Carr, Chris W.
AAA
Carter, Allyson R.
AAA Amer Automobile Assn
Erfourth, Linda D.
AAA Amer Automobile Assn

Hialeah
Cella-Mortimer, Roberta
Deco Productions
Leichuk, Richard H.
Meeting Source, The

Hollywood
Cotler, Marilyn J.
Zanadu Dancers Inc
Maxwell, Caryn M.
Homeowners Group Inc

Jacksonville
Boring, Brenda M.
John Deere Transportation Svcs
Corder, Vickie J.
Mayo Clinic Jacksonville
Diehm, Melanie L.
Vistakon Inc
Dunsford, Michelle D.
Amer Meeting Consultants Inc
Galloway, Ted
Prudential Ins Co of America
Grandin, Mark
Images Inc
Langer, Shelli
McKinnon, Cheryl S.
First Coast SE Insurance
Munch, Valerie L.
Blue Cross & Blue Shield of FL
Stevenson, Diane C.
TMI Inc
Tucker, Billie J.
Executive Committee, The

Key Biscayne
Scott, Esmond K.
L D Pankey Institute

Key West
Kellner, Barbara A.
Meet Key West Inc

Kissimmee
Glass, Connie L.
Tupperware Home Parties
Stone, Shelley A.
Tupperware Home Parties
West, Barbara E.
Tupperware Home Parties

Lake Park
Harris-Lange, Janet E.
Agenda Dynamics Inc

Largo
Maas, Nancy C.
Nokia Mobile Phones
Stewart, Dawn S.
Val-Pak Direct Marketing

Lk Buena Vis
Barkley, Cheryl A.
Metropolitan Life Ins Co
Kane, Janice E.
Metropolitan Life Ins Co
Rivers, Shirley A.
Walt Disney World Co
Yarus, Donna G.
Sony Corp of America

Longwood
Johnson, William O.
Byran's Travel Inc
Langman, Kathy
ERC Inc
Leahy, Mary A.
Groupthink
Slotin, Caroline E.
Ibax Healthcare Systems

Margate
Manley, Edward H.
Intl Food Service Executives Assn
Wilburn, Jane L.
First Marketing Co

Miami
Allington, Gloria J.
Univ of Miami School of Medicine
Barrera, Sergio
Business Travel Advisors
Carroll, Nancy
United Way of Dade County
Cervi, Pat A.
Knight-Ridder Inc
Conn, Diana
Vitas Healthcare Corp
Cook, Margaret C.
Dade Heritage Trust
Cornette, Susan B.
Ryder System Inc
Craythorne, Sonja L.
Univ of Miami School of Medicine
Figueroa, Roberta P.
Ryder System Inc
Flynn, Michael E.
Xerox Corp
Gattuso, Lori L.
Paul Hertz Group, The
Gutierrez, Lidia M.
Univ of Miami School of Medicine
Kirby, Wendy L.
Roberts Pharmaceuticals
Lewis, Margaret J.
Amer Welding Society
Maitlen, Dean
Nationwide Surveys Inc
Nadeau, Debra
Amer Bankers Insurance Group
Price, David W.
David Price & Associates Inc
Quintana, Miriam
Federal Express Corp
Ressel, Andrew S.
Atlas Motivations
Reyes, Grace
Miami Equity Assoc Inc
Reynolds, Nancy L.
Ryder Truck Rental Inc
Ridinger, Christina
Coulter Corp
Valls, Teri
Meeting Events & Conf Coord Inc
Wiley, Marva L.
Logistics 21
Williams, Brenda A.
FL Power & Light MCI-GO

Miami Beach
Michaels, Cheryl R.
Spectacor Mgmt Group
Minoso, Diann C.
Arby's
Tessore, Andrea A.
Gaia Destinations

Miami Lakes
Cooper, Barbara
Telectronics Pacing Systems
Gutierrez, Diane R.
Worth Intl Communications Corp
Larkin, Ellen F.
Amer Meetings & Conventions
McNulty, Joan O.
Management Intl Inc

Miami Shores
Blackwell, Fred L.
Meeting Management Institute Inc
Holder, Mariene R.

Mount Dora
Jalbert, Terry L.
Florida Lumber Dealers Assn

N Hutchison Isl
Oliveti, Susan G.
Globefem Network USA Inc

N Miami
Winters, Patrick E.
Amer Greyhound Track Oper Assn

N Miami Beach
Christman, Cindy B.
DMCC Party Design Inc
Freedman, Randi E.
Logistics Mgmt Group
Hyde, Dr. Thomas E.
AM Chiro Assn Council on Sports
Stern, Stacy N.
Williams Island
Whelan, Clare
Logistics Management

N Palm Beach
Thorsen, Peggy S.
LC Clark Publishing Co

New Prt Rchy
Hands, James X

Oldsmar
Kubit, Diane C.
Varilux Corp
Rhodes, Robin R.
Varilux Corp

Orlando
Apfel, Henry C.
Kirchman Corp
Arline, Linda S.
Convention Planning Services Inc
Arline, Thomas H.
Transtar
Atchison, David G.
Meeting Planner's Concierge Inc
Babb, Stephen C.
Complete Meeting Concepts Inc
Bates, Carol W.
Univ of Central FL
Blue, Nancy J.
Martin Marietta
Carsten, Susanne J.
Martin Marietta
Cazessus, Carol L.
Valencia Community College
Connaughton, Laura M.
Queenfish Productions
Curtiss, James R.
FL Coast to Coast
Dale, Suzanne L.
BellSouth Advertising & Pub
Day, Michael J.
Convention Planning Services Inc
Elkaim, Eric W.
Partyworks USA
Elliott, Lucy E.
Lucy Elliott Enterprises
Eppers, Mark R.
Entertainment Special Productions
Evans, Anne M.
FL Heart Inst at FL Hospital
Gibson-Bell, Jill
Mouse House Inc, The
Groover, Scottie J.
Orlando/Orange Co CVB
Hayes, Katharine S.
Premier Convention Services
Hood, Debra L.
Conference & Mtg Professionals
Ireland, Gerry
Ireland Intl Inc
Johnson, Kim K.
Independent Services

Jones, Janet M.
FL College Emergency Physicians
Kahler, Jonna D.
Convention Planning Services Inc
McPartlin, Barbara E.
World Travel Partners
Miles, Emory B.
Global Services Foundation Inc
Miner, Joanne Doyle
FL Hospital Assn
Peterson, Karen
Tupperware Home Parties
Quain, William
Univ of Central FL
Roth, John J.
Complete Meeting Concepts Inc
Rymniak, Pamela E.
Cruises Only Inc
Sackett, Margaret A.
Sackett Convention Services
Strahan, Dee
Meeting Management Institute Inc
Stroble, Claudette A.
Orlando Conference Mgmt Group
Tate, John A.
Convention Planning Services Inc
Treadwell-Brooks, Jennifer D.
Freeman Decorating Co
Wallace, Mollie S.
Planning Professionals Inc
Wallace, Susan A.
FL Roofing & Sheet Assn

Ormand Beach
Boyd, Mark A.
Quick Space MPSS

Palm Bch Gdns
Church, Lygia A.
PGA of America
Gaither, Rebecca J.
PGA of America
Kozak, Cindy I.
Upledger Institute, The
Reys, Linda R
Contacts Unlimited

Palm Beach
Stapleton, John T.
US Tobacco Co

Palm Harbor
Cerrato, Annemarie
Ace Beauty Co

Plantation
Fischel, Myra J.
Southport Travel
Wolk, Betty A.
County Seat Stores Inc

Pmbrk Pines
Festinger, Phyllis
Professional Functions Inc

Pompano Beach
Evans, Ruth N.
Above & Beyond
Gardner, Stuart J.
Gardner & Associates Inc
Halley, Diane Q.
Alpine Engineered Products Inc

Ponte Vedra
Evans, Christine K.
Travel Management Services Inc
Still, Rick
Rick Still & Associates

S Miami
Hart, Joan
Soc of Laparoenooscopic Surgeons

Sanford
Blackwell, Beverly J.
Harper Assn Services Inc

Sarasota
Gringorten, Barry I.
Conference Management Associates
Markos, Kara Ann
Feisco
Volkert, Nancy W.
Volkert Meeting Planners Inc

Seminole
Murray, Cynthia L.
Tech Data Corp
Walby, Sandra L.
Independent Planner

St Augustine
Musick, Diane V.
Satotravel

St Petersburg
Bruce, Tammy L.
Raymond James & Associates
Crotty, William D.
Maxcim Users Group
Dowell, Joanne M.
Raymond James & Associates
Martino, Julie
Silor Div of Essilor of Amer
Palmore, Kimberly S.
Bayfront Medical Center
Parrish, Linda H.
Northside Hospital
Picca, Joseph
AAA Auto Club South
Seguino, Yvette H.
Silor Div of Essilor of Amer

Sunrise
Norman, Emily J

Tallahassee
Henningsen, Corinne D.
FL Credit Union League
Hodges, Regina N.
FL Psychiatric Society
Lynn, Dianne W.
Florida Bar, The
McDonald, Sharon R.
FL Division of Tourism
McRae, Carol A.
McRae & Company Inc Mtgs/Mgmt
Moore, Kathleen L.
FL Retail Federation

Tamarac
Robles, Marge
Luminations of South Florida

Tampa
Becker, Kathleen A.
GTE Data Services
Dangelo, Gina L.
Meetings Manager, The
Daniels, Donna G.
Univ of S FL College of Medicine
Dillmann, Theresa J.
Kaset Intl
Dunlap, Donna K.
Energy Insurance
Kaptzan, Carol A.
Bldg Ind Consulting Svc Intl
Martin, Sheila C.
Tampa Convention Center
Modarelli, Claire A.
H Lee Moffitt Cancer Center
Owen, Michele
Stratus Computer Inc
Proeschel, Jack
Critikon
Serra, Caroline S.
Time Customer Service Inc
Terracina, Joseph G.
JH Enterprises
Zusman, Ellen S.
EZ Meetings

Tierra Verde
Nolan, Amy
Innovative Conference Svcs

Titusville
Boeringer, Kristen D.

West Palm Bch
Spingola, Theresa A.
Cellular One

Windermere
Jewart, Sheilah F.
Amazing Occasions Inc

Winter Haven
Brantley, Judy
State Farm Insurance Companies

Winter Park
Fox, Wm David
Fox Meeting Planning
Rucker, Bibi A.
Crow-Segal Mgmt Co Inc

Zellwood
Hildreth, Richard A.
Hildreth Assoc & Co Inc

Georgia

Acworth
Molina, Jennifer P.
Experience Atlanta Inc

Alpharetta
Chapman, Dawn L.
Hellerung, Carolyn
Siemens Energy & Automation Inc
Johnson, Julie A.
Todays Insites
Kloster, Allison S.
A Grand Event
Musone, Brenda S.
Digital Communications Assoc
Proctor, Carolyn A.
Carolyn Anne Proctor Assoc

Athens
Huff, Jack L.
Univ of Georgia

Atlanta
Adams, Angelique C.
Professional & Scientific Assoc
Adams, Christine P.
Georgia-Pacific Corp
Adams, Judy M.
GA Assn Home Health Agencies
Amorosi, LuAnne R.
Southern Sites
Bachus, Jennai H.
Equitable Real Estate
Bailey, Sue P.
Intl Assn for Financial Plng
Baker, Jennie
Railcar Management Inc
Bantivoglio, Barbara M.
Interstate/Johnson Lane
Beaulieu, Ken
US Motivation
Beckett, Lucy
Amer College of Rheumatology
Bell, Robert (Rick) M.
Coca-Cola USA
Belon, Vicki J.
Sprint Corp
Benfield, Janice W.
Summit Communications Group Inc
Bentley, Angela S.
Georgia Power Company
Bentley, Frankie
AT&T Video Resource
Berk, Alan B.
Bermingham, Polly C.
Caldwell Group
Bermudez, Jalene L.
Meeting Expectations
Blackburn, Donna J.
Executive MBA Program GSU
Blackistone, Amanda D.
Coca-Cola Enterprises
Blanton, Bobbie
Equifax Inc
Blumenfeld, Jan
Sprint Corp
Boatright, Kali K.
Golden Key Natl Honor Society
Bowers, Rebecca L.
Worldspan
Bradicich, Shirley E.
Coordinating Research Council
Brady, Patricia M.
United Family

Brown, Carolyn M.
Community Bankers Assn
Bryant, Marina A.
World Events Inc
Buckingham, John W.
Intl Soc Hypertension Blacks Inc
Budow, Stephen A
IBM Corp
Campagna, Andrea
Professional & Scientific Assoc
Cannon, Andrew P.
Amer Cancer Society
Cantrell, Linda C.
Gold Kist Inc
Carr, Robert (Bob) E.
Executive Adventure Inc
Carrigan, Allison M.
HBO & Co
Castleberry, Beth B.
Dun & Bradstreet Software
Causey, Sandy B.
Chick-Fil-A Inc
Church, Martha N.
Management Performance Groups Inc
Clay, Terri B.
Amer Cancer Society
Cloy, Kimberley A
NationsBank
Colter, Lyn T.
Conference Planners Intl
Conner, Marianne
Creative Event Marketing Inc
Couch, Carol A.
GA Society of CPA's
Cross, Suzanne D.
Medical Assn of GA
Cunningham, Joan K.
Weyerhaeuser Co
Davis, Jennifer
Carlson Travel Network
DePace, Sal J.
Golden Touch Meetings & Incentives
DeVolder, Gerald A.
US Motivation
Demery, Gerald O.
Jerry Demery and Associates
Denton, Dani M.
Institute of Paper Science & Tech
DiLeo, Leslie A.
Life Office Mgmt Assn
Driebe, Norma
Norma Driebe Associates
Dryden, Donna R.
Natl Data Corp
Duensing, Susan J.
Emory Univ School of Medicine
Dwyer, Amy E.
Total Meeting Resources Inc
Dyer, Shannon
Equitable Real Estate
Eaves, Frances M.
Wachovia Bank
Elkins, Linda C.
WorldTravel Partners
Emmering, Patricia E.
Carlson Travel Network
Evans, Hillary F.
World Meetings & Incentives
Fisher, Alan B.
London Livery Ltd
Flack, Faye R.
Towers Perrin
Foley, Patricia L.
Coca-Cola USA
Ford, Cheryl L.
Honeywell Inc
Forte, Patricia B.
Georgia-Pacific Corp
Foster, John S.
Law Offices
French, Sarah E.
Professional & Scientific Assoc
Garris, Cathy M.
Amer Osteopathic Col of Derm
Gatipon, Lynnie
MCI Telecommunications Corp
Getter, Angela Y.
Spellman College
Gilbert, Robert C.
Gilbert Travel Associates
Gilroy, Kathleen M.
Sprint
Gindlesperger, Anna
Kilpatrick & Cody
Gipson, Jo A.
First Financial Mgmt Corp
Glickman, Lillian
Professional & Scientific Assoc
Grubbs, Renee S.
GA Press Assn
Hamlin, Helen M.
Global Concepts Inc
Harber, Karen N.
Coca-Cola USA
Harbourt, Betty H.
Sprint Corp
Hardman, Pierrette C.
Carlson Travel Network
Hardwick, Wesley A.
AT&T Conference Planning
Harrison, Samuel D.
John H Harland Co
Hart-Brodrick, Glenda
G Brodrick & Associates
Hartley, Cindy A.
Atlanta Gas Light Co
Hawkins, Madeleine R.
Mead Coated Board Tech Institute
Herrington, Susan G.
Amer Cancer Society
Hill, Brian M.
ProMark Events Intl Inc
Hill, Donald D.
Intl Gas Turbine Institute ASME
Hill, Tass M.
PGA Travel
Hood, Rebecca H.
Canada Life Assurance Co
Hopkins, Paulette C.
Total Meeting Resources Inc
Horton-Karl, Vicki M.
HCI Holiday Connections Inc
Howell, Ann R.
Riddle & Associates
Hugo, Jeri
Visual Communications Inc
Hugueley, Suzanne K.
Eventz Over GA
Huxtable, Bonnie B.
HoneyBaked Ham Co
Ingraham, Susan P.
Equifax Inc
Inkamp, Klaus J.
Coca-Cola Company, The
Jackson, Eleanor
Atlanta Market Center
James, Alicia W.
Sprint
Jennings, Gail
Arthritis Foundation
Johnston, Anne C.
Delta Air Lines
Johnston, Shelley
Dun & Bradstreet Software
Jones, Dana R.
Worldspan
Jones, Jerilyn L.
World Travel Partners
Kessler, Andjela L.
Physicians Medical Seminars Inc
Keys, Brenda G.
Shore Communications Inc
Kirby, Judy N.
Equitable Real Estate
Kreps, Wendi A.
Sprint Corp
Lamanno, Carol
Fannie Mae
Lamb, Glee E.
Avon Products Inc
Largay, Andrea S.
Equitable Real Estate
Lawson, Tara T.
Timco Inc
Leavitt, Connie
Coca-Cola Independent Contract
Levine, Jan S.
JSL Incentives Inc
Lhuillier, Carole E.
Alston & Bird
Lillis, Brendan M.
World Golf Hospitality Inc
Lindsay, David H.
Intl Gas Turbine Institute ASME
Magee, Gloria A.
Powell-Goldstein-Frazer & Murphy
Marchant, Elisabeth L.
Xhibits Intl
Marino, Bernard D.
Resource Mgmt Consultants Inc
Marlin, Nancy G.
Kellen Co
Marshall, LesLee G.
Kaleidoscope
Martin, Mildred B.
Blimpie Intl Inc
Materiale, Gina M.
GA Hospitality & Travel Assn
McCurdy, Terri L.
BellSouth Intl
McDonald, Repunzel
BellSouth/Carlson Travel Network
McNulty, Kaaren A.
Natl Automotive Parts Assn
Melton, H. David
American Meetings & Events
Milligan, Margaret M.
Georgia-Pacific Corp
Miner, Glen H.
Life Office Mgmt Assn
Mize, Kimberly S.
Metro Atlanta Cncl Alcohol Drugs
Mobley, Suzan E.
NationsBank/Age of Travel
Mock, Marsha K.
BellSouth Corp
Mohamed, Susan W.
Prudential Ins Co of America
Morris, Paula S.
GA Society of CPA's
Morris, Robert E.
Meeting Masters Inc
Moss, Teresa L.
Printpack Inc
Mottley, Douglass N.
JGA Corp
Nawrot, Claudia A.
Simmons Co
Newfield, Peggy B.
Personal Best Inc
Olejko, Ronald F.
Amer College of Rheumatology
Osborne, Alene L.
Crawford & Company
Palmer, Lodi
American Software
Palmquist, John C.
Retarded Citizens/Atlanta
Parks, Sheila F.
Emory Univ Cont Dental Ed
Parliament, Kathy M.
Travel Desk Inc, The
Pearce, Kemberly A.
Coca-Cola Bottlers Assn, The
Peart, Tammie A.
Sprint Corp
Pennington, Doyle L.
Southern Baptist Conv Agencies
Perlman, Penny L.
US Motivation
Peters, Karen C.
Age of Travel
Peterson, Denise M.
Lanier Worldwide Inc
Porter, Elizabeth E.
Connections
Presley, Dianne P.
BellSouth Corp

Thompson, Lisa D.
LXE Inc
Thompson, Mildred J.
Haas Publishing Companies Inc
Thompson, Patricia J.
Stockholder Systems Inc
Youtz, Linda P.
Boehm Travel Companies

Roswell
Brock, Judy W.
Independent Planner
Coxworth, Kerry M.
Denning, Jana
Youth Ministry Resources
Flanagan, John C.
John Flanagan & Associates
Hearn, Betty S.
Conference Planners Intl
Ryals, Mary
Ryals & Accociates

Savannah
Brooks, Jeanne L.
Brooks Associates
Henry, Charles G.
Great Dane Trailers Inc
Norsworthy, Gary F.
Coastal Georgia Center

Smyrna
Goad, Rachell L.
Murata Electronics
Jones, Cassandra L.
Events & More
Shattah, Rachel Ann
Printing Industry Assn of GA

St Simons Island
Warner, Tyra L.
Golden Industries

Statesboro
Waters, Gene
Southern Ctr for Continuing Education

Stone Mtn
Hollowell, Francine L.
SE Neuroradiological Soc
McClelland, Mercedes
GA Institute of Technology
Richard, Dorothy D.
AT&T

Suwanee
Cooper, Jane C.
Avon Products Inc
McMain, Brenda P.
OKI Telecom

Tucker
Dougherty, Terry L.
Phi Mu Fraternity
Groover, Kate
Panache Productions Inc

Woodstock
Johnston, Kevin R.
Integrated Resource Consulting Inc
Smith, Jackie H.
G T Consultants

Hawaii

Honolulu
Asato, Grace Y.
Bank of Hawaii
Nakama, Sharon G.
Pacific Telecommunications Cncl
Starkweather, Michael F.
East-West Center
Tamashiro, Waynette T.
Sprint Long Distance USA
Yoshida, Gayle S.
Pan Pacific Surgical Assn

Idaho

Boise
Bevan, Mary P.
Golbon
Walker, Laurel J.
All Kitchens of America

Idaho Falls
Austin, Ted W.
Melaleuca Inc
Thompson, Jim L.
EG&G Idaho Inc

Illinois

Abbott Park
Ryan, Gretchen A.
Abbott Laboratories

Addison
Clancy, Susan P.
Aberdeen Group, The
Hana, Sherry L.
Pampered Chef, The

Argonne
Brunsvold, Joan S.
Argonne Natl Laboratory

Arlington Hts
Bolton, Bill
Federated Group Inc
Ford, Nancy
Federated Foods Inc
Griffin, Amy I.
Amer Soc of Home Inspectors
Hahn, Kathie A.
Hahn & Assoc
Harp, Lauree S.
Harp & Associates Inc
Honkisz, Geraldine A.
Lock, Patricia H.
Arlington Intl Racecourse
Lorincz, Agnes P.
Stag Intl Ltd
Mantas, Michelina S.
Standing Ovation Events Inc
Martori, Joseph J.
Amer Soc of Home Inspectors Inc
Mitchell, Jean A.
Maritz Travel Co Inc
Polich, Joseph M.
Management Plus Inc
Raine, D. Scott
Premier Meetings by Covia
Ruston, Russ
Amer Coll of Osteo Family Phys
Steele, Lisa M.
Federated Foods Inc
Weith, Susan M.
Federated Foods Inc
Wolski, Mary C.
Premier Meetings Inc

Aurora
McGuire, Mary L.
Metropolitan Life Ins Co

Bloomingdale
Palmatier, Sharon
Creative Meeting Planning

Buffalo Grove
Fairchild, Colette E.
Creative Group Inc
Gordon, Ellen S.
Zenith Data Systems
Marder, Corinne J.
Creative Group Inc

Burr Ridge
Grossman, Connie L.
Newell Co
Zehr, Randy L.
Timemed Labeling Systems Inc

Calumet City
Crenshaw, Pat R.

Carbondale
Hall, Lowell D.
Southern IL Univ at Carbondale

Carol Stream
Baston, Sidney C.
Ben Franklin Retail Stores Inc

Champaign
Mooney, Paul H.
Focus Intl

Chicago
Abernathy, Pamela D.
Amer Hospital Assn
Anderson, Peggy A.
Amer Dietetic Assn, The
Angel, Karen M.
Natl PTA, The
Aronson, Vicki
Chicago Mercantile Exchange
Balabanow, Carol A.
Amer Dental Assn
Ball, Susann C.
Quaker Oats Co, The
Balogh, Martin D.
Amer Bar Assn
Barnett, Barbara R.
Federal Home Loan Bank of Chicago
Begler, Kris
Bucom Intl Inc
Belczak, Michelle L.
Alzheimer's Disease & R D Assn
Benell, Paula M.
IBM Corp
Benrud, Constance M.
World Book Intl
Benz, Mary K.
Bank Administration Institute
Benzer, Jo Ann L.
IL CPA Society
Blizzard, Mary A.
Continental Bank NA
Bocconcelli, Kathy
Ameritech
Bolton, Wanda A.
Natl Black MBA Assn Inc
Bone, Tyra T.
Grant Thornton
Bopp, Joyce G.
Stone Container Corp
Bordelon, Cathy L.
Kemper Sales Co
Boudjenah, Darla D.
A Taste of California
Bowling, Kathryn A.
McCord Travel Management
Braden, Thomas L.
Wadsworth Inc
Brady, Judith E.
JEB & Associates Inc
Bronkema-Deprez, Pamela A.
A T Kearney Inc
Brown, Nancy A.
Amer Hospital Assn
Bruce, Elizabeth W.
Continental Bank NA
Brunner, Lewis
Amer Inst of Steel Construction
Brutlag, Rodney S.
Brutlag & Associates
Burkhart, Ron R.
Corporate Communications
Cabrera, Mia
Amer Bar Assn
Cahill, Joan L.
Amer Academy of Physical Medicine
Callahan, Kathleen K.
Chicago Mercantile Exchange
Callistein, Gabrielle S.
Univ of Chicago
Carlton, Terri M.
Institute of Business Designers
Cavallini, Mary A.
Amer Bar Assn
Cherrett, Helen M.
Amer Dental Assn
Chmielewski, Vernon P.
Command Performance
Christensen, Stan
RME Services
Clark, Anna W
Amer Soc Clinical Pathologists
Clevenger, Penelope
Interworld Services Ltd

Parker, William H.
Hoechst Celanese Corp
Parsons, Kim H.
American Express Travel
Patterson, Cyndee G
Patterson Blake Inc
Pollock, Janice L.
Curry Company, The
Randall, Emma Grey
Dot Adams & Assoc Inc
Rayburn, James T.
Hoechst Celanese Corp
Richardson, Shelly S.
Event Planning Intl Corp
Rigoni, Meribeth J.
Rosenbluth Travel
Smith, Suzanne M.
Gist-Brocades
Taggart, Kelly M.
Corporate Travel Mgmt
Treece, Danny
Amer Meetings & Events Inc
White, Helen M.
World Travel Partners
Wooley, Katherine R.
Carolinas/TN Bldg Materials Assn

Durham
Abraham, Beverly G.
R E Abraham & Associates
Athas, Donna H.
Weck
O'Connell, JoAnn
Organon Teknika
Petrunak, Pamela J.
Blue Cross Blue Shield of NC
Prillaman, Patricia E.
Sandler & Recht Communications

Fuquay Varina
Wilson, Charlene T.
Raychem Corp

Greensboro
Cambron, Cindy L.
Greensboro College
Carr, Alice B.
Gilbarco Inc
Case, Karen J.
Volvo GM Heavy Truck Corp
Cranford, Ann I.
Carlyle & Company Jewelers
Drake, Dora C.
CIBA Corp
Ellison, Dale I.
Metro Meetings & Incentives
Fogleman, Patricia C.
Odell Hardware Co
Hilliard, Betty M.
CIBA Corp
Prince, Shirley F.
CIBA Corp
Sherbon, Glenda J.
Carlyle & Company Jewelers
Thompson, Pamela M.
Natl Board Certified Counselors

Hickory
Eckard, Larry H.
Military Locator & Reunion Serv
Miller, Elaine C.
Siecor Corp

High Point
Mayfield, Karin N.
Natl Home Furnishings Assn
McNally, Carol F.
Natl Home Furnishings Assn
Vaughn, Ava H.
Furniture Manufacturers Credit Assn

Lexington
Ghoens, Richard F.

Lincolnton
Eanes, Jimmy R.
J H Heafner Co

Morrisville
Amick, Kristen L.
Healthsource NC Inc
Bennett, Shawn M
Digital Equipment Corp
Voron, Catherine L.
Burroughs Wellcome Fund, The
Winter, Lisa F.
NC Assn of CPA's

RTP
Carson, Billie S.
Phoenix-Hecht
Champagne, Monica A.
Glaxo Inc
Childers, Donna L.
Glaxo Inc
Coats, Kay M.
Glaxo Inc
Flanagan, Carol H.
Du Pont Electronics
Grayiel, Susan
Burroughs Wellcome Co
Hall, Lisa M.
Glaxo Inc
Hartsell, Andrea B.
Glaxo Inc
Herold, Stephanie B.
Glaxo Pharmaceuticals
Ingle, Stephanie C.
Northern Telecom Inc
Kerr, Teresa A.
Glaxo Inc
Lamb, Joan M.
Burroughs Wellcome Co
Layton, Jalenn S.
Glaxo Inc
Leipzig, Patricia A.
Glaxo Inc
Medlin, Bambi
Glaxo Inc
Moorman, Flora J.
NC Biotechnology Ctr
Norton, Mitsi U.
Allen & Hanburys Div of Glaxo
O'Brien, Jane C.
Becton Dickinson & Co
Tejada, Susan V.
Northern Telecom Inc
Turner, Renee
Glaxo Inc
Williams, Shelton G.
Glaxo Inc

Raleigh
Beam, Jennifer A
Casey, Daisy B.
NC Farm Bureau Mutual Ins Co
Cottrell, June R.
Nationwide Insurance
Dannegger, Mary M.
Kaiser Permanente
Deese, Stephanie
NC Dept of Community College
Deutsch-Layne, Erika A.
Amer Soc Precision Engineering
Ellington, Louise P.
Southern Bell
Hanchette, Adaire A.
Fails Management Institute
Jones, Bridgit P.
Summit Consulting Inc
Kellander, Linda M.
Amer Biographical Institute
Lee, Don G.
Carolina Meeting & Incentive Group
Long, Marie A.
Meetings & More
Massengill, Hilda G.
NC Farm Bureau Mutual Ins Co
McCloskey, Rebecca G.
Quintiles
Mellown, Nancy F.
NC Farm Bureau Mutual Ins Co
Nyce, Joyce F.
Northern Telecom Inc
Ocasio, Barbara J.
Hospice for the Carolinas Inc
Parker, Fred P.
Board of Law Examiners
Parsons, Cynthia V.
NC Forestry Assn
Renie, Lisa A.
Travel Company, The
Rouse, James 'Jay' A.
NC Beer Wholesalers Assn
Rowland, Linda L.
Cooper Tools
Seligson, Robert W.
NC Medical Assn
Skipper, W. Alan
NC Medical Society
Tilton, Barbara A.
NC Assn of CPA's
Tysinger, Betty M.
Tysinger's Management Services
Vanderbeck, Gail
FMI Corp
Vinson, Sharon S.
NC Petroleum Marketers Assn
Wells, Jacqueline P.
Carolina Mtg & Incentive Group

Rutherfordton
Langley, Kristi J.
Doncaster
Rhodes, Glenda L.
Doncaster

Wilson
Mulkey, Carrole A.
LinPac Plastics

Winston-Salem
Baker, Garland A.
OSD Alliance, The
Boone, Tom J.
Republic Mortgage Ins Co
Compton, Gayle B.
R J Reynolds Tobacco Co USA
Elliott, Sue H.
Cancer Center Wake Forest Univ
Gleason, Norman D.
Sovereign Grand Lodge Ioof
Holmes, Mona B.
R J Reynolds Tobacco Co USA
Howard, Isaac L.
Winston-Salem State Univ
Humphrey, Beth A.
Sara Lee Personal Products
Huneycutt, Donald L.
Outings on the Green Inc
Johnson, Kay B.
Johnson-West Associates Inc
LaBrie, Nancy J.
Encore Symposiums Inc
Morris, Sandra H.
Sara Lee Corp
Nichols, Linda R.
Carolina Coupon Clearing Inc
Patterson, Jo R.
Ultrasound Ctr-Bowman Gray Sch Med
Phillips, Gigi W.
Aladdin Travel & Mtg Planners
Rice, Pat L.
Bowman Gray School of Medicine
Sloop, Martha A.
CMS
Tweten, Dr. Bette J.
NC Baptist Hospital
Weston, Claudette B.
Nancy B Holder & Associates Inc

Zebulon
Perry, Wendy L.
Home Catering & Event Planning

North Dakota

Fargo
Fischer, Roger E.
Melroe Co
Lonbaken, Clint W.
Melroe Co

Venardos, John
Pfizer Inc
Verneuil, Carol
American Society of Hypertension
Walker, Suzanne C.
Amer Soc Corp Secretaries Inc
Walls, Mattie
American Bible Society
Ward, Sandra M.
Port Authority NY & NJ, The
Waters, Margaret M.
World Trade Institute
Webster, Suzanne Y.
Ladenburg Thalmann & Co Inc
Weier, Douglas L.
Viacom Intl Inc
Weinger, Laura S.
Global Business Research Ltd
Weinheimer, Daniel A.
Society of Cosmetic Chemists
Weintraub, Ellen J.
Bugle Boy Industries
Wiley, Allison K.
Medical Meetings Management
Williams, Nicole H.
McKinsey & Company Inc
Winter, Annette C.
Raven Health Care Communications
Wong, Wendy
Price Waterhouse
Wynn, Cobb M.
Port Authority NY & NJ, The
Zeltin, John D.
American Express
Zubulake, Karen J.
Conference Board Inc, The
Zucker, Bobbie D.
Promotion Mktg Assn of America
de Weever, Barbara A.
Travel Trade Productions Inc

Norwich
Roberts, Marybeth
Procter & Gamble Pharmaceuticals

Oakdale
Grossman, Cynthia L
Dowling College

Ossining
Sklar, Doris R.
General Electric Co

Pearl River
George, Jodiann
Acord Corp
Robbins, Donna M.
Amer Cyanamid Company

Pleasantville
Gannon, Lynore K.
Reader's Digest Assn Inc
Spola, Richard J.
Reader's Digest Assn Inc

Pound Ridge
Flaster, Lynn
Incentive Services Intl

Purchase
Browning, Carolyn R.
Sprint Corp

Rochester
Ferland, Vicki
Monroe Community College
Gburski, Beverly A.
RIT Coop & Placement
Gray, Cynthia S.
Rochester Inst of Tech
Klos, P. Denise
Gravure Assn of America
Luber, Richard A.
Greater Rochester Visitors Assn
Phelps, Pauline M.
Bausch & Lomb
Smith, Jack F.
Rochester Inst of Tech
Taber, William A.
Red Carpet of Rochester
Travaglini, Bonnie G.
Rochester Inst of Tech

Rockville Ctr
Seidman, Barry-Dean
Barry Dean Co, The

Rosedale
McGhee-Rascoe, Sharon Y.
Zamar Conference Assoc

Rye Brook
Palombo, Theresa 'Terry' M.
MCI Telecommunications Corp
Peer-VanHorn, Edith R.
MCI Intl

S Hempstead
Adler, Jill A.
American Express GTMS

Scarsdale
Ross, Patricia L.
FSC DISC Tax Assn
Ross, Robert H.
FSC DISC Tax Assn

Seneca Falls
Farney, Jacqueline A.
Goulds Pumps Inc

Smithtown
Cooper, Pamela A.
Intl Protocol/Special Events

Southfields
Wilson, Susan C.
Paine Webber Travel Cntr

Staten Island
O'Connor, Lillian
Custom Meetings Intl Inc
Wallsh, Bonnie E.
Bonnie Wallsh Associates Ltd

Syosset
Kondratick, Rev Robert S.
Orthodox Church in America
Schussel, Dennis W.
Le Masquerade

Syracuse
Briggs, Diane M.
Syracuse University
Dennis, Heidi A.
McKenzie Institute USA

Tappan
Milette, Phil P.
Chrysler Corp

Troy
Fox, Heliena T.
Rensselaer Polytechnic Inst

Uniondale
Scott, Alexandra
Intl Business Forum

Valhalla
Carnazza, Kathy L.
Towers Perrin
King, Meredith L.
Prudential Resources
Rossi, Marie T.
Associations Plus Inc

Vly Cottage
Smith, Deborah G.

W Harrison
Koban, Deborah L.

Wantagh
Pavone, Karen

Warwick
Foster, Maureen V.
Independent Planner

Webster
McDonough, Jamie B.
Center for Organization Dev Inc
Thompson, Donna L.
Center for Organization Dev Inc

Westbury
Kapalko, Gerald J.
Olsten Corp, The

Westchester
Miralia, Lauren M.
Adviso Group Ltd

White Plains
Baine, Margaret A.
IBM Corp
Darmohraj, Andrew M.
George Little Management Inc
Delfino, Joseph M.
Corporate Meeting/Travel Services
Hanley, George C.
Hanley & Associates
Mango, Elaina
Nynex Telesector Resources Group
McGowan, J.J.
AT&T
Nobrega, Isabel M.
Carlson Travel Network
Sherwood, Elizabeth L.
A&W Brands Inc

Williamsville
Newell, William H.
Motivational Marketing Assoc

Woodside
Garry, Eileen P.
Make a Wish Foundation

Yonkers
Gnerre, Freya A.
TraveLogistics Consultancy
Zemsky, Nancy B.
Nancy B Zemsky & Assoc

North Carolina

Asheville
Grey, Celena E.
Young Convention Services
Howard, Martha S.
Young Convention Services

Cary
Pitkin, David H.
GolfQuest
Randolph, Diane M.
Meeting Magic

Chapel Hill
Abraham, Rodney E.
R E Abraham & Associates
Saeger, Laura W.
Schwoerke, Colleen R.
Research & Evaluation Assoc Inc
Spivey, Kyle
Vanderbeck, Marie
Southern Exposure
Ward, Cathy R.
TRC Environmental Corp
Washington, Anna P.
Great Events

Charlotte
Adams, Dorothy B.
Dot Adams & Assoc Inc
Chelena, Kay E.
Kay W Engleby Inc
Crook, Wanda K.
Broadway & Seymour Inc
Doster, Gwen P.
PICA
Galant, Robert K.
Galant Associates Ltd
Geldon, Bette A.
Hanners, Judy W.
World Travel Partners
Hayes, Teri R.
SunHealth Alliance
Helms, Rae
NC Heat/Air Condition Contr Assn
Johnson, Lisa C.
NationsBank
Kay, Sally F.
Natl Assn of Hosiery Mfrs
King, Jayne B.
Jayne King Meetings & Events
McNeill, Kirk
Amer Meetings & Events Inc
Nagle, Dorothy S.
CRSMCA
Ott, Robbi K.
Price Waterhouse

Notarianni, Peggy J.
Wyeth-Ayerst Laboratories

Throop
Gross, Cheryl L.
Current Events Assoc

Trevose
Blosch, Arlene H.
Meeting & Incentive Planners Inc

Univ Park
Mann, Stuart H.
School Hotel Rest Rec Mgmt
Peterson, Gary R.
Penn State Univ

Upper Darby
Forman, Sondra L.
Project Mgmt Institute

Valencia
Schake, Jodi L.

Valley Forge
Bono, Theresa L.
PQ Corp, The
Moyer, Melody L.
Special Occasions
Myer, Jane K.
Vanguard Group, The
Ross, Catherine J.
Certainteed

Villanova
Dorrance, Middy
Arrangements

W Cnshohocken
McAdams, Patricia A.
US Bioscience

Warminster
Miller, Beverly M.
Stepping Up & Out Inc

Warrendale
Arnold, Rebecca A.
SAE Intl
Campbell, Barbara M.
Hospital Council of Western PA
DeAndrea, Sharon C.
SAE Intl
Eren, Connie
SAE Intl
Gadzia, Sandy L.
SAE Intl
Genter, Leah A.
SAE Intl
Kamperman, Barbara J.
Minerals Metals & Materials Soc
Karl, Marlene I.
Minerals Metals & Materials Soc
Kimmel, Edna M.
SAE Intl
McGrath, Elizabeth M.
Iron and Steel Society Inc
Nicora, Doris M.
Iron and Steel Society Inc

Wayne
Bruck, Betty Jane
Astra Merck
Ely, Liz
Affiliated Distributors
Peltz, Tracy Y.
SEI Corp
Slaughter, Christina V.
Soft-Switch

West Chester
Bergman, Laura A.
Packaging Strategies Inc
Romano, Elizabeth M.
Roy F Weston Inc

West Point
Marano, Donna H
Colorcon

Willow Street
Poirier, Victor A.
PBA Consultants

Yardley
Cooper, Grace J.
Prophet 21 Inc

Rhode Island

Cranston
Moore, Sue A.
Swarovski America

Jamestown
Rembijas, Michael F.
Rembijas Meeting Support

Newport
Stroll, Laurie Z.
Newport & Providence Hospitality

Pawtucket
Rubenstein, Gail L.
HasBro Inc
Wann, Amy D.
Hasbro Inc

Providence
Balletto, Janet T.
Amer Mathematical Society
Eldridge, Julie B.
Institute of Mgmt Sciences, The
Medeiros, Donna M.
RI Society of CPA's
Robitaille, John F
Perspective Communications

W Greenwich
Barrett, Susan M.
GTECH Corp

Warwick
Mello, Cheryl A.
Metro Property/Casual Ins Co

South Carolina

Aiken
Underwood, Linda M.
Houndslake Country Club

Blythewood
Phifer, Stacy A.
Policy Management Systems Corp

Charleston
Fowler, Phyllis A.
David J Richardson Inc
Hunter, Shirley R.
Natl Org Mothers of Twins Inc
de Brux, Clydie M.
Medical University of SC

Clemson
Conwell, Donna L.
Strom Thurmond Institute
Elliott, Ralph D.
Clemson University
Gahan, Larry W.
Clemson University
Hall, Penny C.
Conference Svcs Clemson Univ

Columbia
Burgess, Ann D.
SC Electric & Gas Co
Bush, Judith C.
SC Dept Alcohol/Other Drug Abuse
Cox, Bart
South Carolina Beer Assn
Fortune, Kay
SC Beer Assn
Hendrix, Sammy H.
Carolinas AGC
Jordan, Laura H.
Policy Management Systems Corp
Latham, Janice G.
DHRM Budget & Control Board
Ludwig, Kathryn M.
Colonial Life & Accident Ins
McDonald, Elizabeth F.
Municipal Assn of SC
Shumate, Lou R.
Dept Alcohol/Other Drug Abuse Programs
Stiles, Marie B.
Farm Credit Bank of Columbia
Yancey, Ann T.
Leadership South Carolina

Greenville
Lynch, Nicole M.
Maxfli/Golf
O'Shields, Carol F.
Erwin-Penland Inc
Schoepf, Carolyn S.
Corporate Raves Inc
Watson, Teresa G.
BMA Inc

Greenwood
Jones, Kimberly B.
Kaiser Aluminum-Greenwood Forge

Hartsville
Cantrell, Lisa J.
Sonolo Products Co

Hilton Head
King, Aretha S.
Hargray Communications Group
Watts, Nancy B.
Where To Go Meeting Services

Irmo
Hamre, R. Ted
Sylvester Management Corp
Sylvester, Toni S.
Sylvester Management Corp

Lake Wylie
Hill, Maralyn D.
Travel Dynamics/Noralyn Ltd

Leesville
Nabors, John E.
Nabson Ltd

Lexington
Molick, Christine J.
CCM Enterprises

Myrtle Beach
Schultz, Emily
Emily Schultz & Assoc
Starnes, Myra N.
Leisure Time Unlimited Inc

Simpsonville
Schweigert, Addie
In Any Event

Spartanburg
Fellows, Tom T.
Flagstar Companies Inc
Phipps, Louis B.
QS/1 Data Systems
Traywick, Joseph B.
Traywick & Assoc Inc

West Columbia
Babson, Sandra R.
SC Assn of CPA's
Clevenger, Doris A.
SC Hospital Assn

Tennessee

Antioch
Bordonaro, Charlene B.
Group W Satellite Communications

Arlington
Jessee, Betty K.
Wright Medical Technology Inc

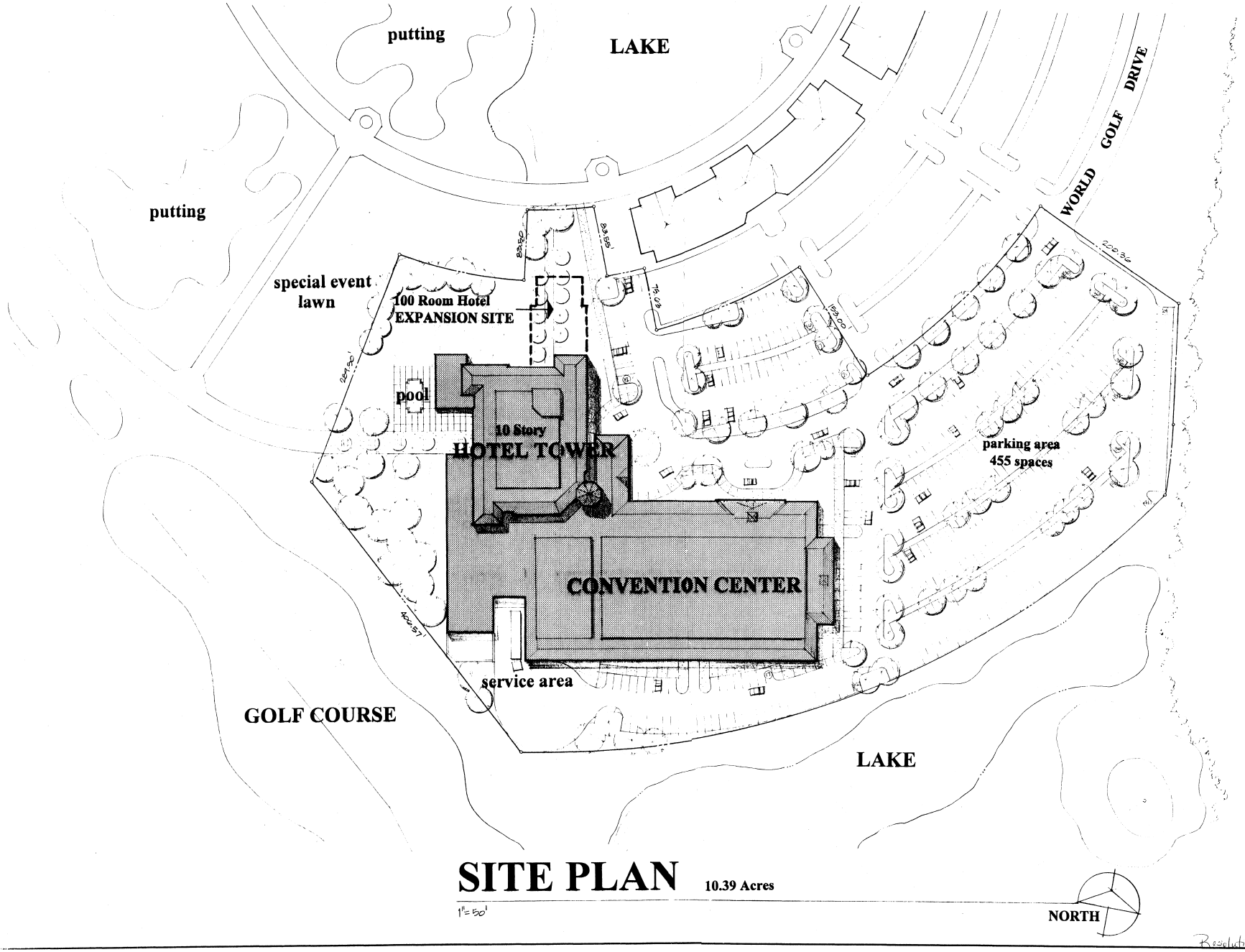
Chattanooga
Crawford, Anne K.
TN Valley Public Power Assn

Columbia
McDonald, Tom
TN Farmers Insurance

Hendersonville
McGee, Courtney A.
Event Logistics Inc

Kingsport
Benton, Tamara S.
IVI Travel
McGee, Jessica D.
Eastman Chemical Company

Knoxville
Burnett, Sandra L.
TN Valley Authority



SITE PLAN

10.39 Acres

1"=50'

NORTH

Resolution No. 95-117

John Q Hammons INDUSTRIES

ARCHITECTURE
NEW CONSTRUCTION
PLANNING
DEPARTMENT

300 John Q. Hammons Parkway
Springfield, Missouri 65806
417-864-4300

preliminary design for
Hotel and Convention Center

World Golf Village

ST. JOHNS COUNTY, FLORIDA

Revisions	by

Steven E. Minton, AIA
Architecture

JOHN Q. HAMMONS
INDUSTRIES

300 John Q. Hammons Parkway
Springfield, Missouri 65806
417-864-4300

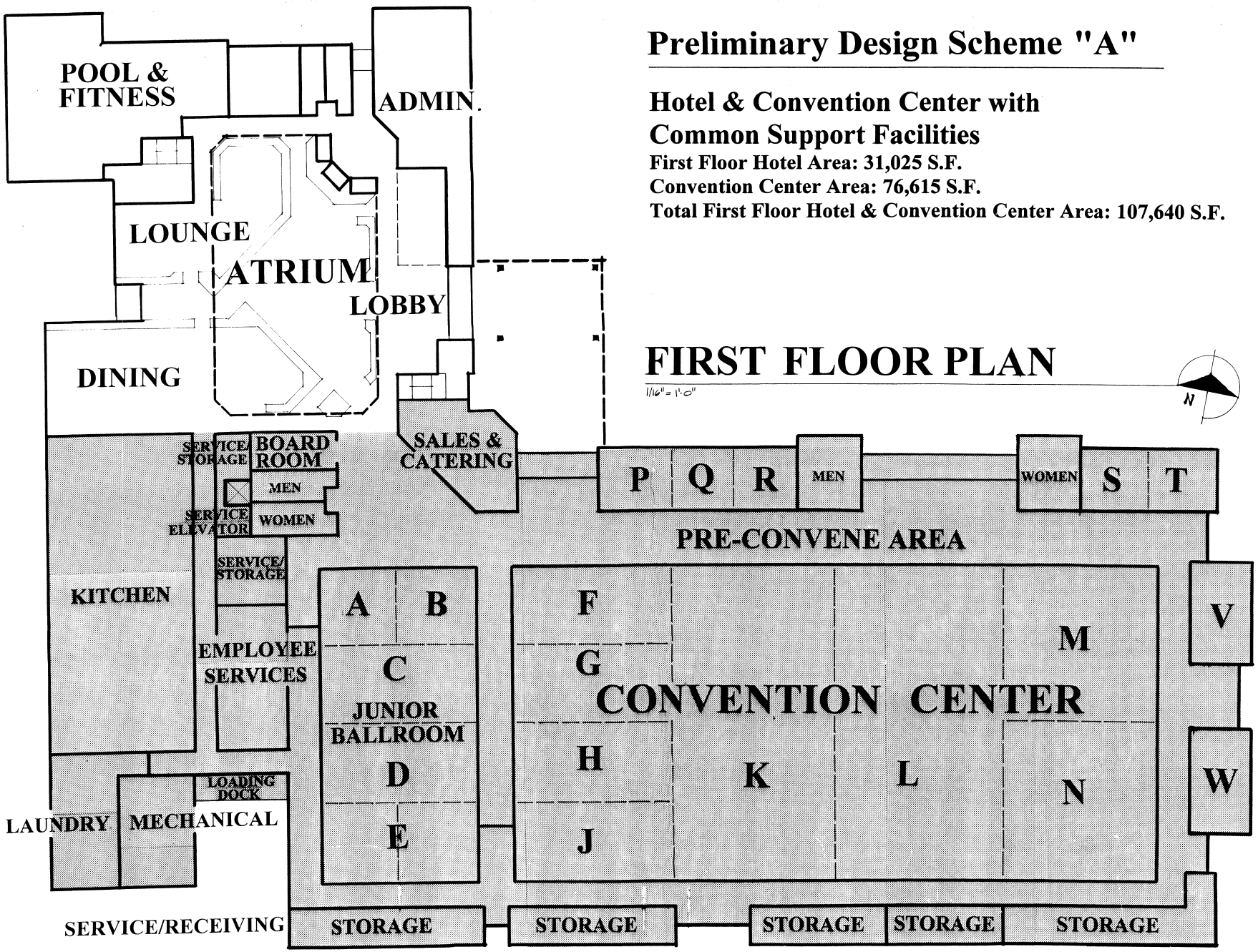
Project No.
Date: 5-11-95
Sheet No.

1

Preliminary Design Scheme "A"

Hotel & Convention Center with Common Support Facilities

First Floor Hotel Area: 31,025 S.F.
Convention Center Area: 76,615 S.F.
Total First Floor Hotel & Convention Center Area: 107,640 S.F.



FIRST FLOOR PLAN

1/16" = 1'-0"

John Q Hammons INDUSTRIES

ARCHITECTURE
NEW CONSTRUCTION
PLANNING
DEPARTMENT

300 John Q. Hammons Parkway
Springfield, Missouri 65806
417-864-4300

preliminary design for
Hotel and Convention Center
World Golf Village
ST. JOHNS COUNTY, FLORIDA

Revisions	by

Steven E. Minton, AIA
Architecture

JOHN Q. HAMMONS INDUSTRIES

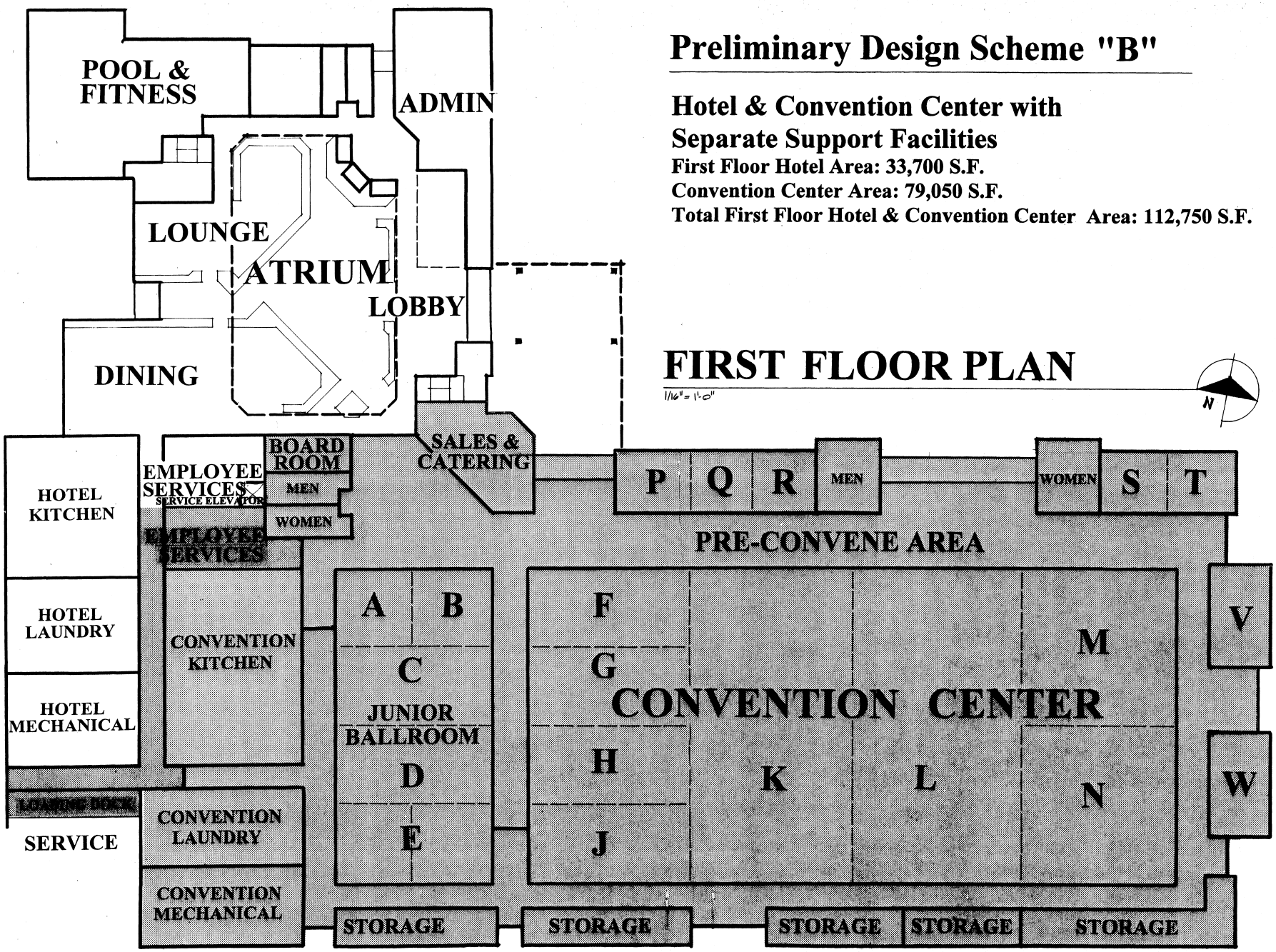
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Preliminary Design Scheme "B"

Hotel & Convention Center with Separate Support Facilities

First Floor Hotel Area: 33,700 S.F.
Convention Center Area: 79,050 S.F.
Total First Floor Hotel & Convention Center Area: 112,750 S.F.



FIRST FLOOR PLAN

1/16" = 1'-0"

N

John Q Hammons
ARCHITECTURE
NEW CONSTRUCTION
PLANNING
DEPARTMENT
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Springfield, Missouri 65806
417-864-4300

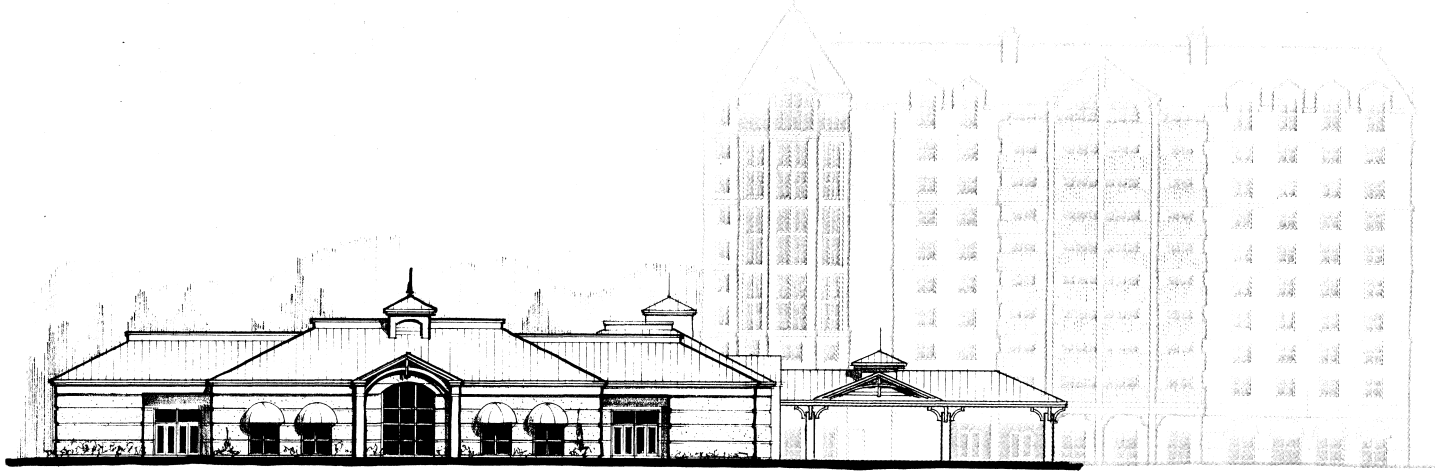
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Hotel and Convention Center
World Golf Village
ST. JOHNS COUNTY, FLORIDA

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Architecture
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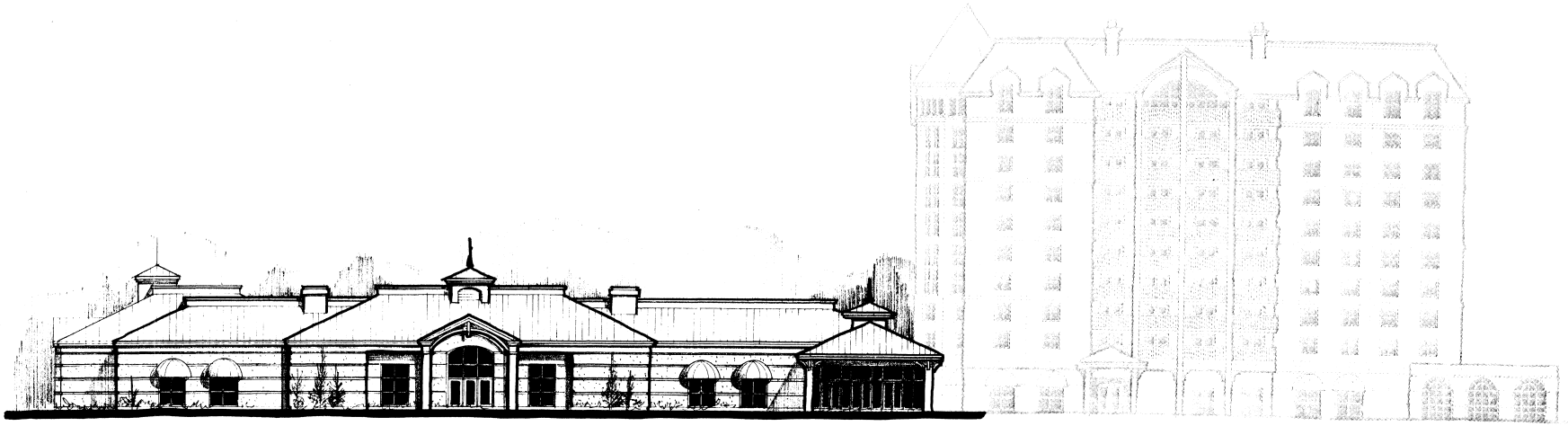
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EAST ELEVATION CONVENTION CENTER

1/16"=1'-0"



NORTH ELEVATION CONVENTION CENTER

1/16"=1'-0"

John Q Hammons

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NEW CONSTRUCTION
PLANNING
DEPARTMENT

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Springfield, Missouri 65806
417-864-4300

preliminary design for
Hotel and Convention Center

World Golf Village

ST. JOHNS COUNTY, FLORIDA

Revisions	by

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Architecture

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INDUSTRIES

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4