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**INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT  
BLACK AND VEATCH HOLDING COMPANY**

DATED AS OF JUNE 4, 2002

BY AND AMONG

HARRIS TRUST AND SAVINGS BANK,  
AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT,

AND

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,  
MASS MUTUAL CORPORATE VALUE PARTNERS LIMITED,

ALLSTATE LIFE INSURANCE COMPANY

SOUTHLAND-OVERLAND PARK DELAWARE BUSINESS TRUST,

AND

THE BONDHOLDERS IDENTIFIED ON THE SIGNATURE PAGES HERETO

WITH THE CONSENT OF

THE CITY OF OVERLAND PARK, KANSAS

AND

COMMERCE BANK, N.A., AS TRUSTEE

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**INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**  
**BLACK AND VEATCH HOLDING COMPANY**

THIS INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT, dated as of June 4, 2002 (as may be amended from time to time, this "*Agreement*"), is entered into by and among HARRIS TRUST AND SAVINGS BANK ("*Harris*"), in its capacity as Administrative Agent and as Collateral Agent (as hereinafter defined), MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("*Mass Mutual Life*"), MASSMUTUAL CORPORATE VALUE PARTNERS LIMITED ("*Mass Mutual Partners*"), ALLSTATE LIFE INSURANCE COMPANY ("*Allstate*"), SOUTHLAND-OVERLAND PARK DELAWARE BUSINESS TRUST ("*Southland*") and the Bondholders party hereto (the "*Bondholders*") with the consent of the CITY OF OVERLAND PARK, KANSAS (the "*City*") and COMMERCE BANK, N.A., as Trustee ("*Trustee*").

**RECITALS:**

A. The Obligors (as defined in Section 1.1) have entered into that certain Multicurrency Credit Agreement, dated as of June 4, 2002 (the "*Bank Credit Agreement*"), with the Banks and Harris, as administrative agent (the "*Administrative Agent*"), pursuant to which the Banks are providing to the Obligors a revolving credit and letter of credit facility in an aggregate principal amount of U.S. \$175,000,000 or its equivalent in foreign currencies.

B. Pursuant to certain counterpart Note Purchase Agreements, dated as of April 1, 1996, by and among Black & Veatch, a Missouri general partnership and Overland Park Leasing Associates, L.P., a Missouri limited partnership, as issuers, and Mass Mutual Life, Mass Mutual Partners and Allstate (collectively, the "*Purchasers*"), the Purchasers have purchased \$30,000,000 aggregate principal amount of 9.82% Senior Subordinated Guaranteed Notes due January 6, 2006 (the "*Senior Subordinated Notes*"). The Purchasers and each other holder from time to time of the Senior Subordinated Notes shall be collectively referred to herein as the "*Noteholders*". The Obligors are obligated to repay the Senior Subordinated Notes as described in that certain First Amendment to Note Purchase Agreements, dated effective as of January 1, 1999.

C. The Obligors and certain Affiliates of the Obligors (collectively, the "*Sublessees*") are parties to that certain Sublease Agreement dated as of April 1, 1995, as amended (the "*Sublease Agreement*"), between the Sublessees, and Southland, as lessee and sublessor, pursuant to which the Sublessees have agreed to make various rental and other payments pursuant to the terms and provisions of such Sublease Agreement.

D. Under the terms of a Collateral Assignment dated as of April 1, 1995, from Southland to the City, Southland has assigned to the City its rights under the Sublease Agreement as collateral.

E. Under the terms of an Assignment of Leases and Agreement dated as of April 1, 1995, between the City and Commerce, as Trustee, the City has assigned to the Trustee, for the benefit of the holders of the \$53,000,000 Taxable Lease-Backed Revenue Bonds, Series 1995

(Black & Veatch Project) (the “*Bonds*”) of the City its rights under the Sublease Agreement. The Bonds were issued pursuant to a Trust Indenture by and between the City and Trustee, dated as of April 1, 1995 (the “*Indenture*”).

F. Pursuant to Section 12.1 of the Sublease Agreement and Section 1201 of the Indenture, the written consent of the City and the Trustee is required in respect of this Agreement.

G. The obligations of the Obligor to the Banks under the Bank Credit Agreement and other Bank Loan Documents including, without limitation, the obligations evidenced by the revolving credit notes (the “*Bank Notes*”) and letters of credit in each case issued under the Bank Credit Agreement, as well as certain other obligations owing in respect of Hedging Obligations, ACH/EFT Arrangements and Netting and Pooling Arrangements, will be secured pursuant to the Security Documents together with (i) the obligations of the Obligor to the Noteholders under the Note Purchase Agreements and the obligations evidenced by the Senior Subordinated Notes (the “*Note Obligations*”) and (ii) the Sublease Obligations (as defined below) in each case with such priority as set forth in Section 5.10 hereof. The Creditors desire to appoint Harris as the Collateral Agent to act on behalf of the Creditors regarding the Collateral, all as more fully provided herein. The parties hereto have entered into this Agreement to, among other things, further define the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among Creditors regarding their respective interests in the Collateral.

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

#### SECTION 1. DEFINITIONS.

*Section 1.1. Definitions.* The following terms shall have the meanings assigned to them below in this Section 1 or in the provisions of this Agreement referred to below:

“*ACH/EFT Arrangement*” and “*ACH/EFT Liability*” shall have the meanings assigned thereto in the Security Agreement (as in effect on the date hereof).

“*Administrative Agent*” shall have the meaning assigned thereto in the Recitals hereof, and shall include any successor agent under the Bank Credit Agreement.

“*Affiliate*” shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person.

“*Agreement*” shall mean this Intercreditor and Collateral Agency Agreement, as amended or modified in accordance with the terms hereof.

“*Bank*” shall mean Harris or any other bank or other lender which is party to the Bank Credit Agreement, and its respective successors and assigns, including any person subsequently

becoming a party to the Bank Credit Agreement as a “*Bank*” thereunder, and “*Banks*” shall mean all Banks collectively.

“*Bank Credit Agreement*” shall have the meaning assigned thereto in the Recitals hereof, and shall include such agreement as amended or modified in accordance with its terms and each successor bank credit agreement entered into by the Obligor or an Obligor in replacement of such Bank Credit Agreement.

“*Bank Loan Documents*” shall mean the Bank Credit Agreement, the Bank Notes and all other contracts, agreements, mortgages, security agreements, documents, certificates and instruments relating to, arising out of, or in any way connected with the credit available or in use under the Bank Credit Agreement, or any of the transactions contemplated thereby (other than the Security Documents).

“*Bank Notes*” shall have the meaning assigned thereto in the Recitals hereof.

“*Bank Revolving Credit*” means the credit arrangements available under the revolving loan commitments and letter of credit commitment provided for by the Bank Credit Agreement and each successor to such credit arrangements which contemplate the extension of credit on a revolving basis.

“*Bankruptcy Proceeding*” shall mean, with respect to any Person, a general assignment by such Person for the benefit of its creditors, or the institution by or against such Person of any proceeding seeking relief as debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of such Person or its debts, under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property.

“*Business Day*” shall mean any day other than a Saturday, a Sunday or a day on which commercial banks in Chicago, Illinois, Boston, Massachusetts or Kansas City, Missouri are required or authorized to be closed.

“*Cash Equivalent Investments*” shall mean, (i) direct obligations of the United States Government or any agencies thereof and obligations guaranteed by the United States Government, in each case having remaining terms to maturity of not more than thirty days; and (ii) certificates of deposit, time deposits and acceptances, including Eurodollar deposits, having remaining terms to maturity of not more than sixty days issued by banks which have a combined capital and surplus of at least \$750 million and having an “A” rating or better assigned thereto by Standard & Poor’s Ratings Group, a division of The McGraw Hill Companies, Inc. or Moody’s Investors Service, Inc.

“*Charter Documents*” shall mean the articles or certificate of incorporation and by-laws of a corporation; the certificate of limited partnership and partnership agreement of a limited partnership; the partnership agreement of a general partnership; the articles of organization and operating agreement of a limited liability company; the indenture of a trust or trust agreement; or the equivalent constituent documents of any other type of entity.

“*Collateral*” shall mean all property in which the Collateral Agent has been granted a Security Interest by any one or more of the Obligors, Debtors and Pledgors under the Security Documents.

“*Collateral Agent*” shall have the meaning assigned thereto in Section 3 hereof.

“*Commitment*” shall mean the commitment of the Banks to make further extensions of credit to the Obligors in accordance with the Bank Credit Agreement.

“*Creditor*” shall mean any of the Banks (or their Affiliates holding Other Bank Obligations), any Noteholder, the Sublessor, any Bondholder, any other party to which any Secured Obligations are owed and any of their permitted successors or assigns, and “*Creditors*” shall mean all Creditors collectively.

“*Creditor Documents*” shall mean the Bank Loan Documents, the Senior Subordinated Note Documents, the Sublease Agreement and this Agreement.

“*Debtors*” shall mean the "Debtors" party to the Security Agreement.

“*Default*” shall mean any event or condition, the occurrence of which would, with the lapse of time or the giving of notice, or both, constitute an Event of Default.

“*Encumbrance*” shall mean as to any item of real or personal property, any easement, right-of-way, license, condition, or restrictive covenant, or zoning or similar restriction, that is not a Security Interest but is enforceable by any party other than the record owner of such property.

“*Event of Default*” shall mean any event or occurrence which would constitute an “Event of Default” under the terms of the Bank Credit Agreement, the Note Purchase Agreements or the Sublease Agreement.

“*Guarantors*” shall mean those parties identified on Schedule 1.1 hereto.

“*Hedging Agreements*” and “*Hedging Liability*” shall have the meanings assigned thereto in the Security Agreement (as in effect on the date hereof).

“*Indenture*” shall have the meaning assigned thereto in the Recitals hereof.

“*Issuer*” shall mean each Bank which agrees under the Bank Credit Agreement to issue Letters of Credit.

“*Law*” shall mean any statute, rule, regulation, order, judgment, award or decree of any governmental authority.

“*Letter of Credit*” shall mean any outstanding stand-by or commercial letter of credit issued by the Issuer at the request of and for the account of the Obligors in accordance with the terms of the Bank Credit Agreement which has not expired or been revoked or terminated.

*“Letter of Credit Contingent Obligations”* shall mean all of the obligations of any Obligor under Section 9.2 or 9.3 of the Bank Credit Agreement to deposit cash with the Collateral Agent with respect to Outstanding Letter of Credit Exposure.

*“Letter of Credit Obligations”* shall mean the outstanding amount of any unreimbursed draws under any Letter of Credit and all undrawn amounts under outstanding Letters of Credit.

*“Loan Obligations”* shall mean the outstanding amount of the loans made by the Banks under the Bank Credit Agreement.

*“Loan Party”* shall mean any of the Obligor.

*“Make-Whole Amount”* shall have the meaning assigned thereto in the Note Purchase Agreements.

*“Majority Creditors”* shall mean Creditors, considered as a single class, holding not less than 51% of the sum of (i) the outstanding principal amount of the Senior Subordinated Notes, *plus* (ii) the outstanding principal amount of the Loan Obligations, *plus* (iii) the outstanding amount of the Letter of Credit Obligations, *plus* (iv) the unborrowed portion of the outstanding Commitment under the Bank Credit Agreement that would be permitted to be borrowed by the Obligor under the provisions of the Bank Credit Agreement on the date of determination of “Majority Creditors”, *plus* (v) the Other Bank Obligations outstanding and liquidated or non-contingent on the date of determination of “Majority Creditors.”, *plus* (vi) the aggregate amount of the Sublease Obligations scheduled to be paid under and pursuant to the Sublease Agreement, in each case, calculated without duplication, on the date of determination of “Majority Creditors.”

*“Netting and Pooling Arrangements”* shall have the meaning assigned thereto in the Security Agreement (as in effect on the date hereof).

*“Noteholders”* shall mean those parties identified as such in the Recitals hereof, and their permitted successors and assigns.

*“Note Obligations”* shall have the meaning assigned thereto in the Recital hereto.

*“Note Purchase Agreements”* shall mean those certain Note Purchase Agreements, each dated as of April 1, 1996 among the Obligor and the Purchasers as amended from time to time.

*“Notice of Default”* shall mean a notice pursuant to Section 5.2 hereof from the Collateral Agent or the Majority Creditors to the Creditors of the occurrence of a Default or an Event of Default.

*“Obligor”* shall mean Black & Veatch LLP, a Missouri limited partnership and Black & Veatch Holding Company, a Delaware corporation and *“Obligor”* shall mean each of the Obligor individually.

“*Other Bank Obligations*” shall mean any and all indebtedness, obligations and liabilities in respect of the ACH/EFT Arrangements, Hedging Agreements and Hedging Liability and Netting and Pooling Arrangements.

“*Outstanding Contingent Exposure*” shall mean at any time the undrawn face amount of all outstanding Letters of Credit at such time and Other Bank Obligations which are unliquidated or contingent at such time.

“*Person*” shall mean an individual, corporation, partnership, limited liability company, trust, joint stock association or unincorporated organization, and a government or agency or political subdivision thereof.

“*Pledge Agreement*” shall mean the Pledge Agreement dated as of June 4, 2002 by and between the Pledgors and the Collateral Agent, as amended, restated or supplemented in accordance with the term hereof from time to time.

“*Pledgor*” shall mean the "Pledgors" party to the Pledge Agreement.

“*Purchasers*” shall have the meaning assigned thereto in the Recitals hereto.

“*Secured Obligations*” shall mean collectively (a) any and all indebtedness, obligations, and liabilities of whatsoever kind and nature of the Obligor under the Bank Loan Documents and the obligations of each Obligor to reimburse the Banks for the amount of all drawings under Letters of Credit issued for the account of such Obligor pursuant to the Bank Loan Documents, and all other obligations of any Obligor under any and all applications for such Letters of Credit, and any and all liability of the Subsidiaries, and any one of them individually, arising under any guaranty issued by such Subsidiaries relating to the foregoing or any part thereof, in each case whether now existing or hereinafter arising (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced, or acquired, and whether several, joint, or joint and several, (b) the Other Bank Obligations, (c) the Note Obligations, (d) the Sublease Obligations and (e) any and all expenses and charges, legal or otherwise, suffered or incurred by any Creditor or the Collateral Agent, in enforcing, protecting or preserving the lien and security interest granted pursuant to the Security Documents.

“*Security Agreement*” shall mean the Security Agreement dated as of June 4, 2002 by and between the Obligor, the other parties executing such Security Agreement as “Debtors” and the Collateral Agent, as amended, restated or supplemented in accordance with the term hereof from time to time.

“*Security Documents*” shall mean the Security Agreement and the Pledge Agreement, and all other agreements, documents and instruments granting rights to the Collateral Agent relating to, arising out of, or in any way connected with any of the foregoing documents, whether now or hereafter executed, each as may be amended from time to time hereafter in accordance with the terms hereof. Security Documents shall not, however, include the Bank Credit Agreement, the Bank Notes, the applications for the Letters of Credit, the Note Purchase Agreements, the Senior Subordinated Notes, the Sublease Agreement or this Agreement.

“*Security Interest*” upon any item of tangible or intangible property or assets (or the income or profits therefrom) of any Person shall mean (in each case, whether direct or indirect, whether the same is consensual or non-consensual or arises by contract, operation of Law, legal process or otherwise): any mortgage, lien, pledge, attachment, charge or other security interest or encumbrance of any kind in respect of any property of such Person, or upon the income or profits therefrom.

“*Senior Subordinated Note Documents*” shall mean the Note Purchase Agreements and all other notes, documents, certificates and instruments relating to, arising out of, or in any way connected therewith or any of the transactions contemplated thereby.

“*Senior Subordinated Notes*” shall have the meaning assigned thereto in the Recitals hereof.

“*Special Cash Collateral Account*” shall have the meaning assigned thereto in Section 5.10.

“*Sublease Agreement*” shall have the meaning assigned thereto in the Recitals hereto.

“*Sublease Documents*” shall mean that certain Sublease Agreement, and all other documents, certificates and instruments relating to, arising out of, or in any way connected therewith or any of the transactions contemplated thereby, as amended from time to time.

“*Sublease Obligations*” at any time shall mean an amount calculated as follows: the present value of each payment due and not paid under the Sublease Agreement and not yet paid shall be calculated, using as a discount rate the sum of the yield prevailing on United States Treasury obligations having a maturity closest to the last payment due under the Sublease Agreement, plus 50 basis points, and discounting each payment back from the date it is due to the date of calculation (*provided*, that the present value of any payment due at or before such time and not paid shall be the amount of such payment plus any interest and other charges accrued thereon under the terms of the Sublease Agreement), and all such present values shall then be aggregated, and the sum thereof shall be added to any costs, charges and expenses, including without limitation fees and disbursements of counsel, incurred by Southland and for which the Debtors are liable under the Sublease Agreement, and the total of the foregoing shall constitute the Sublease Obligations for all purposes hereunder. The parties hereto, including without limitation the holders of the Senior Subordinated Notes, agree that Sublease Obligations shall be calculated as set forth above without regard to (x) any ability or duty of Southland to mitigate damages by finding or attempting to find a replacement tenant or (y) any limitation of a claim under the Sublease Agreement that may be imposed by any statute or principle of law, including without limitation the Federal Bankruptcy Code 11 U.S.C. §§ 101 *et seq.* and in particular section 502(b)(6) thereof. All parties hereto other than the Debtors agree that the calculation of Sublease Obligations set forth herein shall be enforceable against the Collateral, and that Section 5.10 hereof shall be effectuated by using such calculation, even if such calculation shall not be enforceable against the Debtors.

“*Sublessees*” shall have the meaning assigned thereto in the Recitals hereof.

“*Sublessor*” shall mean Southland-Overland Park Delaware Business Trust, and its successors and assigns under the Sublease Agreement.

“*Subsidiary*” shall have the meaning ascribed to it in the Bank Credit Agreement (as in effect on the date hereof).

*Section 1.2. Effectiveness of This Agreement.* The effectiveness of this Agreement is conditioned upon the execution and delivery of this Agreement by the Collateral Agent, the Administrative Agent, the Noteholders, the Bondholders and the Sublessor and the consent thereto of the City, the Trustee and the Banks.

## SECTION 2. RELATIONSHIPS AMONG SECURED PARTIES.

*Section 2.1. Priority of Security Interests.* The Security Interests granted to the Collateral Agent under the Security Documents shall secure the Secured Obligations with the priorities set forth in Section 5.10 hereof for the benefit of the Creditors and notwithstanding the relative priority or the time of grant, creation, attachment or perfection under applicable Law of any Security Interests, if any, of any Creditor upon or in any of the Collateral to secure any of the Secured Obligations, whether such Security Interests are now existing or hereafter acquired or arising and whether such Security Interests are in or upon now existing or hereafter arising Collateral. Such Security Interests shall be Security Interests in favor of the Collateral Agent to secure the Secured Obligations on the priorities as set forth in Section 5.10 for the benefit of the Creditors. The priority set forth herein shall pertain to the Collateral only and not to the other assets of the Obligors, Debtors or Pledgors, including the Project as defined under the Sublease Agreement.

*Section 2.2. Restrictions on Actions.* Each Creditor agrees that, so long as any Secured Obligations are outstanding or available, the provisions of this Agreement shall provide the exclusive method by which any Creditor may exercise rights and remedies under the Security Documents. Therefore, each Creditor shall, for the mutual benefit of all Creditors, except as permitted under this Agreement:

(a) refrain from taking or filing any action, judicial or otherwise, to enforce any rights or pursue any remedy under the Security Documents or as to the Collateral, except for delivering notices hereunder; and

(b) refrain from exercising any rights or remedies under the Security Documents or as to the Collateral which have or may have arisen or which may arise as a result of a Default or Event of Default or otherwise;

*provided, however,* that nothing contained in subsections (a) or (b) above, shall (i) prevent any Creditor from imposing a default rate of interest or from depriving an Obligor the right to select interest rate options in each case in accordance with the Bank Credit Agreement, the Note Purchase Agreements or the Sublease Agreement, as applicable, or (ii) prevent a Creditor from raising any defenses in any action in which it has been made a party defendant or has been joined as a third party, except that the Collateral Agent may direct and control any defense directly relating to the Collateral or any one or more of the Security Documents, which shall be governed

by the provisions of this Agreement, or (iii) prevent any Creditor from enforcing or exercising any rights or pursuing any remedy other than under the Security Documents or other than as to the Collateral, subject, however, to the terms and provisions of the Senior Subordinated Note Documents which shall remain in full force and effect for the benefit of the holders of Senior Debt as defined therein and subject further to the rights and remedies afforded to the Bondholders, the Sublessor and the Trustee under the Sublease Agreement.

*Section 2.3. Representations and Warranties.* (a) Each of the Creditors represents and warrants to the other parties hereto that:

(i) It (x) is an organization duly organized, existing and in good standing under the Laws of the jurisdiction of its organization, and (y) has all requisite power to own its property and conduct its business as now conducted and as presently contemplated.

(ii) The execution, delivery and performance by the Creditor of this Agreement has been authorized by all necessary proceedings and does not and will not contravene any provision of Law, its Charter Documents, or of any indenture, agreement, instrument or undertaking binding upon such Creditor.

(iii) The execution, delivery and performance by the Creditor of this Agreement will result in a valid and legally binding obligation of such Creditor enforceable in accordance with its terms.

(b) Harris hereby represents and warrants that:

(1) Harris is a banking association duly organized, validly existing, and in good standing under the laws of the State of Illinois.

(2) Harris has full power, authority and legal right under the laws of the State of Illinois pertaining to its powers to execute, deliver, and perform this Agreement and has taken all necessary action to authorize the execution, delivery, and performance by it of this Agreement.

(3) The execution, delivery and performance by Harris of this Agreement will not contravene any law, rule or regulation of the State of Illinois or any governmental authority or agency regulating powers of Harris or any judgment or order applicable to or binding on Harris and will not contravene or result in any breach of, or constitute a default under, the charter of Harris or the provision of any indenture, mortgage, contract or other agreement to which it is a party or by which it or any of its properties is bound.

(4) The execution, delivery and performance by Harris of this Agreement will not require the authorization, consent, or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, the State of Illinois or any agency regulating the activities of Harris.

(5) This Agreement has been duly executed and delivered by Harris and constitutes the legal, valid, and binding agreement of Harris enforceable in accordance with its terms, subject to bankruptcy, insolvency, liquidation, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

(6) Harris is duly authorized to act as Collateral Agent in each jurisdiction where any of the Collateral is located.

*Section 2.4. Cooperation; Accountings.* Each of the Creditors will, upon the reasonable request of another Creditor, from time to time execute and deliver or cause to be executed and delivered such further instruments, and do and cause to be done such further acts as may be necessary or proper to carry out more effectively the provisions of this Agreement. The Creditors agree to provide to each other upon reasonable request a statement of all payments received by it in respect of the Secured Obligations and the aggregate outstanding amount owing to it on the Secured Obligations.

*Section 2.5. Termination of Bank Credit Agreement, Note Purchase Agreements, or Sublease Agreement.* Upon payment in full of all Secured Obligations to any Creditor, and, in the case of each of the Banks, the termination of such Bank's Commitment and the expiration or cancellation of all Letters of Credit, such Creditor shall cease to be a party to this Agreement; *provided, however,* if all or any part of any payments to such Creditor are thereafter invalidated or set aside or required to be repaid to any Person in any Bankruptcy Proceeding, then this Agreement shall be renewed and reinstated as of such date and shall thereafter continue in full force and effect to the extent of the Secured Obligations so invalidated, set aside or repaid.

*Section 2.6. No Effect on Sublease Agreement.* None of the provisions contained herein or in any Security Document create, shall create or be deemed or interpreted to create, any lien, security interest or other encumbrance (i) on or with respect to the real property that is subject to the Sublease Agreement, (ii) on or with respect to any real property interest or estate arising out of, created by, or held by the Debtors or Southland under, the Sublease Agreement or (iii) impairing, subordinating, subjecting or otherwise affecting any mortgage or deed of trust on, or other interest in, any property that is subject to the Sublease Agreement. Southland's execution of this agreement shall not constitute an agreement to the creation of any such lien, security interest or other encumbrance. Southland's execution of this agreement shall not constitute or be construed as a waiver or estoppel relating to any rights Southland may have under the Sublease Agreement.

### SECTION 3. APPOINTMENT AND AUTHORIZATION OF COLLATERAL AGENT.

(a) Subject to Section 4.8 hereof, each Creditor hereby irrevocably designates and appoints Harris as the collateral agent of such Creditor under this Agreement and the Security Documents (Harris as such agent and any successor to it in such capacity being referred to herein as the "*Collateral Agent*"), and each Creditor hereby irrevocably authorizes Harris as the Collateral Agent for such Creditor to execute and enter into each of the Security Documents and

all other instruments relating to said Security Documents for the benefit of the Creditors and (i) to take action on its behalf expressly permitted under the provisions of this Agreement and the Security Documents and all other instruments relating thereto for the benefit of the Creditors and (ii) to exercise such powers and perform such duties as are, in each case, expressly delegated to the Collateral Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto for the benefit of the Creditors.

(b) Notwithstanding any provision to the contrary elsewhere in this Agreement or the Security Documents, the Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein or therein or any fiduciary relationship with any Creditor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any Security Document or otherwise exist against the Collateral Agent.

#### SECTION 4. AGENCY PROVISIONS.

*Section 4.1. Delegation of Duties.* The Collateral Agent may exercise its powers and execute any of its duties under this Agreement and the Security Documents by or through employees, agents or attorneys-in-fact and shall be entitled to take and to rely on advice of counsel concerning all matters pertaining to such powers and duties. The Collateral Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. The Collateral Agent may utilize the services of such Persons as the Collateral Agent in its sole discretion may determine, and all reasonable fees and expenses of such Persons shall be borne by the Obligors.

*Section 4.2. Exculpatory Provisions.* Neither the Collateral Agent nor any of the Collateral Agent's officers, directors, employees, agents, attorneys or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any Security Document (except for its or such Person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Creditors for any recitals, statements, representations or warranties made by the Obligors or any officer thereof contained in any Security Document or in any certificate, report, statement or other document referred to or provided for in, or received by, the Collateral Agent under or in connection with this Agreement or any Security Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of the Security Documents or for any failure of the Obligors to perform its obligations thereunder. The Collateral Agent shall be under no obligation to the Creditors to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, the Security Documents.

*Section 4.3. Reliance by Collateral Agent.* (a) The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex, teletype or electronic message, statement, order or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Obligors), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall be fully justified in failing or refusing to take action under this Agreement or the

Security Documents unless it shall first receive such advice or concurrence of the Majority Creditors as is contemplated by Section 5 hereof and it shall first be indemnified to its reasonable satisfaction by the Creditors against any and all liability and expense which may be incurred by it by reason of taking, continuing to take or refraining from taking any such action. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the Security Documents in accordance with the provisions of Section 5.5 hereof and in accordance with written instructions of the Majority Creditors pursuant to Section 5.3 hereof, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Creditors and all future holders of the Bank Notes, Loan Obligations, Letter of Obligations, the Senior Subordinated Notes and the Sublease Obligations.

(b) In ascertaining the amount of the Secured Obligations at any time outstanding for the purpose of determining the applications to be made thereon from and out of proceeds and avails of the Collateral as provided herein, the Collateral Agent shall request from each Creditor a statement from such party as to the amount of the Secured Obligations owing to such Creditor and the Collateral Agent may rely on any such statement without further verification thereof whatsoever.

*Section 4.4. Knowledge or Notice of Default or Event of Default.* The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Collateral Agent has received written notice from a Creditor or the Obligors referring to the Bank Credit Agreement, the Note Purchase Agreements or the Sublease Agreement, describing such Default or Event of Default, setting forth in reasonable detail the facts and circumstances thereof and stating that the Collateral Agent may rely on such notice without further inquiry.

*Section 4.5. Non-Reliance on Collateral Agent and Other Creditors.* Each Creditor expressly acknowledges that, except as expressly set forth in this Agreement, neither the Collateral Agent nor any of the Collateral Agent's officers, directors, employees, agents, attorneys or Affiliates has made any representations or warranties to it and that no act by the Collateral Agent hereinafter taken, including any review of the affairs of the Obligors, shall be deemed to constitute any representation or warranty by the Collateral Agent to any Creditor. Each Creditor represents that it has, independently and without reliance upon the Collateral Agent or any other Creditor, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and credit-worthiness of the Obligors. Each Creditor also represents that it will, independently and without reliance upon the Collateral Agent or any other Creditor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the Security Documents and this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and credit-worthiness of the Obligors. Except for notices, reports and other documents expressly required to be furnished to the Creditors by the Collateral Agent hereunder, the Collateral Agent shall not have any duty or responsibility to provide the Creditors with any credit or other information concerning the business, operations, property, financial and other condition or

credit-worthiness of the Obligors which may come into the possession of the Collateral Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

*Section 4.6. Indemnification.* The Creditors agree to indemnify the Collateral Agent in its capacity as such (to the extent not reimbursed by the Obligors or the Guarantors and without limiting the obligation of the Obligors or the Guarantors to do so), ratably according to their respective share of the aggregate principal amount of the Loan Obligations, the Letter of Credit Obligations, the Other Bank Obligations and the unborrowed portion of the outstanding Commitment under the Bank Credit Agreement (including, but not limited to, all amounts considered for the purpose of determining “Majority Creditors” herein), the Senior Subordinated Notes and the aggregate amount of Sublease Obligations, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Secured Obligations) be imposed on, incurred by or asserted against the Collateral Agent arising out of actions or omissions of the Collateral Agent specifically required or permitted by this Agreement or by written instructions of the Majority Creditors (which must include, for this indemnification purpose, at least one Noteholder and at least one holder of a Sublease Obligation) pursuant to Section 5.3 hereof; *provided* that no Creditor shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent the same have resulted from the Collateral Agent’s breach of its obligations under this Agreement or its gross negligence or willful misconduct. The agreements in this Section 4.6 shall survive the payment of the Secured Obligations.

*Section 4.7. Collateral Agent in Its Individual Capacity.* Harris and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Obligors and their Affiliates as though Harris was not the Collateral Agent hereunder. With respect to any Loan Obligation or Letter of Credit Obligation owing to it under the Bank Credit Agreement or Other Bank Obligations, Harris and its Affiliates shall have the same rights and powers under this Agreement as any Creditor and may exercise the same as though it were not the Collateral Agent, and the terms “Creditor” and “Creditors” shall include the Collateral Agent in its individual capacity.

*Section 4.8. Successor Collateral Agent.* (a) The Collateral Agent may resign at any time upon thirty (30) Business Days’ notice to the Creditors and the Obligors and may be removed at any time, with or without cause, by the Majority Creditors by written notice delivered to the Obligors, the Collateral Agent and the Creditors. If the Collateral Agent is a Bank, the Bondholders and Noteholders may remove the Collateral Agent for a breach of its obligations under this Agreement at any time upon a vote of the holders of 66% or more of the aggregate principal amount of outstanding Senior Subordinated Notes and the Bonds. After any resignation or removal hereunder of the Collateral Agent, the provisions of this Section 4 shall continue to inure to its benefit as to any actions taken or omitted to be taken by it in connection with its agency hereunder while it was the Collateral Agent under this Agreement.

(b) Upon receiving notice of any such resignation or removal, a successor Collateral Agent shall be appointed by the Majority Creditors; *provided, however*, that such successor

Collateral Agent shall be (i) a bank or trust company (having a combined capital and surplus of at least \$500,000,000) subject to supervision or examination by a federal or state banking authority; and (ii) authorized under the Laws of the jurisdiction of its incorporation or organization to assume the functions of the Collateral Agent. If the appointment of such successor shall not have become effective (as hereafter provided) within such thirty (30) Business Day period after the Collateral Agent's notice of its resignation or upon removal of the Collateral Agent, then the Collateral Agent may assign the Security Interests and its duties hereunder and under the Security Documents to the Creditors, as their interests may appear, and in such case all references herein to "Collateral Agent" shall be deemed to refer to "Majority Creditors." The Creditors may petition a court of competent jurisdiction for the appointment of a successor Collateral Agent. Such court shall, after such notice as it may deem proper, appoint a successor Collateral Agent meeting the qualifications specified in this Section 4.8(b). The Creditors hereby consent to such petition and appointment so long as such criteria are met.

(c) The resignation or removal of a Collateral Agent shall become effective upon the execution and delivery of such documents or instruments as are necessary to transfer the rights and obligations of the Collateral Agent under the Security Documents. Copies of each such document or instrument shall be delivered to all Creditors. The appointment of a successor Collateral Agent pursuant to this Section 4.8 shall become effective upon the acceptance of the appointment as Collateral Agent hereunder by a successor Collateral Agent. Upon such effective appointment, the successor Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent.

## SECTION 5. ACTIONS BY THE COLLATERAL AGENT.

*Section 5.1. Duties and Obligations.* The duties and obligations of the Collateral Agent are only those set forth in this Agreement and in the Security Documents.

*Section 5.2. Notification of Default.* If the Collateral Agent has been notified by a Creditor in writing that a Default or an Event of Default has occurred under its agreement with the Obligors, the Collateral Agent shall notify the Creditors and may notify the Obligors of such determination by a Creditor. Any Creditor which has actual knowledge of a Default or an Event of Default, or facts which indicate that a Default or an Event of Default has occurred, may deliver to the Collateral Agent a written statement setting forth the facts, in reasonable detail, specifying the Default or Event of Default believed to have occurred, and satisfying the other requirements of Section 4.4. Failure to do so, however, does not constitute a waiver of such Default or Event of Default. Upon receipt of such a notice, the Collateral Agent shall promptly (and in any event no later than three Business Days after receipt of such notice) issue its Notice of Default to all Creditors. Such Notice of Default shall indicate whether such Default is a Default or an Event of Default. The Notice of Default may contain a recommendation of actions by the Creditors and/or request instructions from the Creditors as to specific matters and shall specify the date on which responses are due in order to be timely within Section 5.4 hereof. The failure of any Creditor having knowledge of the occurrence of a Default or Event of Default to notify the Collateral Agent or any Creditor of such occurrence, however, does not constitute a waiver of such Default or Event of Default by the Creditors.

*Section 5.3. Exercise of Remedies.* Except as otherwise provided in Section 5.5, the Collateral Agent shall take only such actions and exercise only such remedies under the Security Documents as are approved in a written notice delivered to the Collateral Agent and signed by the Majority Creditors.

*Section 5.4. Instructions from Creditors.* If any Creditor does not respond in a timely manner to any notice from the Collateral Agent or request for instructions within the time period specified by the Collateral Agent in the Notice of Default or request for instructions (which shall be a minimum of ten Business Days), the Secured Obligations held by such Creditor shall not be included in the determination of Majority Creditors. Any action taken or not taken without the vote of any such Creditor or Creditors under this Section 5.4 shall nevertheless be binding on such Creditors.

*Section 5.5. Emergency Actions.* If the Collateral Agent has asked the Creditors for instruction and if the Majority Creditors have not yet responded to such request, the Collateral Agent shall be authorized to take, but shall not be required to take and shall in no event have any liability for failure to take, such actions with regard to a Default or Event of Default which the Collateral Agent, in good faith, believes to be reasonably required to promote and protect the interests of the Creditors or to maximize the value of the Collateral or the present value of the recovery by the Creditors on the Secured Obligations and shall give the Creditors appropriate notice of such action; *provided* that once such instructions of the Majority Creditors have been received by the Collateral Agent, the actions of the Collateral Agent shall thereafter be governed thereby and the Collateral Agent shall not take any further action which would be contrary thereto.

*Section 5.6. Changes to Security Documents; Waivers.* Any term of the Security Documents may be amended, and the performance or observance by the parties to a Security Document of any term of such Security Document may be waived (either retroactively or prospectively) by the Collateral Agent only upon the written consent of the Majority Creditors; *provided* that no amendment to the Security Documents which directly or indirectly narrows the description of the Collateral, directly or indirectly amends or modifies the obligations being secured thereby, directly or indirectly, changes the priority of payments to the Creditors under the Security Documents or directly or indirectly amends or modifies the definition of "Majority Creditors" or otherwise increases the liability or obligations of an individual Creditor hereunder may be made without the written consent of all of the Creditors. The performance or observance by the parties to a Security Document of any term of such Security Document may be waived in any particular instance, either retroactively or prospectively, by the Collateral Agent if the Collateral Agent, in good faith, believes such waiver to be reasonably required to promote and protect the interest of the Creditors or to maximize the value of the Collateral or the present value of the recovery by the Secured Creditors on the Secured Obligations and shall give the Creditors appropriate notice of such action, *provided that* once instructions of the Majority Creditors have been received by the Collateral Agent, the actions of the Collateral Agent shall thereafter be governed thereby and the Collateral Agent shall not take any further action which would be contrary thereto.

*Section 5.7. Release of Collateral.* (a) Unless a Default has occurred and is continuing, and the Collateral Agent shall have received written notice of same pursuant to Section 5.2, the Collateral Agent shall, without the approval of the Creditors as required by Section 5.3 hereof, release any Collateral under the Security Documents which is permitted to be sold or disposed of by the Obligors and their Affiliates pursuant to each of the Bank Credit Agreement, the Sublease Agreement and Subordinated Note Document and execute and deliver such releases as may be necessary to terminate of record the Creditors' security interest in such Collateral. In determining whether any such release is permitted, the Collateral Agent may rely upon instructions from the Administrative Agent as to the Bank Credit Agreement, upon instructions from the Trustee and Sublessor as to the Sublease Agreement and from the Noteholders as to the Subordinated Note Documents.

(b) The release of any Collateral (other than a release permitted by (a) above) by the Collateral Agent at the request of the Obligors shall be prohibited unless the Majority Creditors (which must include, for this purpose, at least one Noteholder and at least one holder of a Sublease Obligation) expressly consent in writing thereto.

*Section 5.8. Other Actions.* The Collateral Agent shall have the right to take such actions, or omit to take such actions, hereunder and under the Security Documents not inconsistent with the written instructions of the Majority Creditors delivered pursuant to Section 5.3 hereof or the terms of this Agreement, including actions the Collateral Agent deems necessary or appropriate to perfect or continue the perfection of the Security Interests on the Collateral for the benefit of the Creditors. Except as otherwise provided by applicable Law, the Collateral Agent shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of rights pertaining to the Collateral beyond the safe custody of any Collateral in the Collateral Agent's actual possession; *provided* that any Creditor may instruct the Collateral Agent to take actions necessary to file, continue or amend a UCC financing statement without the need to obtain the consent of the Majority Creditors.

*Section 5.9. Cooperation.* To the extent that the exercise of the rights, powers and remedies of the Collateral Agent in accordance with this Agreement requires that any action be taken by any Creditor, such Creditor shall take such action requested by the Collateral Agent as may be reasonably necessary, and cooperate with the Collateral Agent to ensure that the rights, powers and remedies of all Creditors are exercised in full.

*Section 5.10. Distribution of Proceeds.* (a) All amounts owing with respect to the Secured Obligations shall be secured by the Collateral in accordance with the priorities as hereinafter set forth in this Section 5.10, without distinction, except as set forth in Section 5.10(b) below, as to whether some Secured Obligations are then due and payable and other Secured Obligations are not then due and payable. Upon any realization upon the Collateral, the Creditors agree that the proceeds thereof shall be applied (i) *first*, to the amounts owing to the Collateral Agent by the Obligors, the Guarantors or the Creditors (in each case owing solely to the Collateral Agent in its capacity as Collateral Agent hereunder) pursuant to this Agreement or the Security Documents including, without limitation, payment of expenses incurred by the Collateral Agent with respect to maintenance and protection of the Collateral and of expenses

incurred with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement or protection of the rights of the Creditors (including reasonable attorneys' fees and expenses of every kind including, without limitation, reasonable allocated costs of staff counsel); (ii) *second*, to reimburse the Creditors for any amounts paid under Section 4.6 hereof ratably, (iii) *third*, to the outstanding Secured Obligations owing with respect to the Bank Loan Documents and Other Bank Obligations to the extent that the aggregate amount thereof does not exceed \$200,000,000; (iv) *fourth*, to the outstanding Secured Obligations owing with respect to (x) all other Secured Obligations owing with respect to the Bank Loan Documents and the Other Bank Obligations to the extent that the aggregate amount thereof exceeds \$200,000,000, (y) the Note Obligations and (z) the aggregate amount of Sublease Obligations *pro rata* in proportion to the respective amounts thereof owed to such Creditors under (x), (y) and (z); and (v) *fifth*, the balance, if any, shall be returned to the Obligors or as a court of competent jurisdiction may otherwise direct.

(b) Any payment pursuant to Section 5.10(a) with respect to Secured Obligations constituting Outstanding Contingent Exposure shall be paid to the Collateral Agent for deposit in an account (the "*Special Cash Collateral Account*") to be held as Collateral for the Secured Obligations and disposed of as provided herein. On each date on which a payment is made to a beneficiary pursuant to a draw on a Letter of Credit or on which an Other Bank Obligation which is contingent or unliquidated becomes due and payable, the Collateral Agent shall distribute to the Administrative Agent from the Special Cash Collateral Account for application to the payment of the reimbursement obligation due to the Banks with respect to such draw or to the payment of such Other Bank Obligation an amount equal to the product of (1) the amount then on deposit in the Special Cash Collateral Account, and (2) a fraction, the numerator of which is the amount of such payment and the denominator of which is the amount of the Outstanding Contingent Exposure immediately prior to such payment. On each date on which a reduction in the Outstanding Contingent Exposure occurs other than on account of such payment, such reimbursement obligation or such Other Bank Obligation, then the Collateral Agent shall distribute from the Special Cash Collateral Account an amount equal to the product of (1) the amount then on deposit in the Special Cash Collateral Account and (2) a fraction, the numerator of which is the amount of such reduction in the Outstanding Contingent Exposure and the denominator of which is the amount of the Outstanding Contingent Exposure immediately prior to such reduction, which amount shall be distributed as provided in Section 5.10(a). At such time as the amount of the Outstanding Contingent Exposure is reduced to zero, any amount remaining in the Special Cash Collateral Account, after the distribution therefrom as provided above, shall be distributed as provided in Section 5.10(a).

(c) With respect to the distribution the Banks are to receive in accordance with the procedures set forth in Section 5.10(b) on account of undrawn amounts with respect to Letters of Credit issued under the Bank Credit Agreement, such amounts shall be paid to the Administrative Agent under the Bank Credit Agreement and held by it, for the equal and ratable benefit of the Banks as such. If any amounts are held as cash security pursuant to the immediately preceding sentence, then upon the termination of all outstanding Letters of Credit, and after the application of all such cash security to the repayment of all Obligations owing to the Banks after giving effect to the termination of all such Letters of Credit, if there remains any

excess cash, such excess cash shall be returned by the Administrative Agent to the Collateral Agent for distribution in accordance with Section 5.10(a) hereof.

(d) Except as set forth in Section 5.10(c) hereof, all payments required to be made hereunder shall be made (i) if to the Banks, to the Administrative Agent under the Bank Credit Agreement for the account of the Banks, (ii) to the Noteholders with respect to the Note Obligations and (iii) to the Trustee with regard to the Sublease Obligations for so long as any Bonds are outstanding, and then to the Sublessor. Payments made to the Trustee shall be applied to discharge pro tanto Sublessee's obligations under the Sublease Agreement and Lessee's obligations under the Lease.

(e) For purposes of applying payments received in accordance with this Section 5.10, the Collateral Agent shall be entitled to rely (i) upon the Administrative Agent as to the Bank Obligations and the Other Bank Obligations, (ii) upon the Noteholders as to the Note Obligations and (iii) upon the Trustee, the City and the Sublessor as to the Sublease Obligations for a determination of the outstanding Obligations owed to the Secured Creditors.

*Section 5.11. Authorized Investments.* Any and all funds held by the Collateral Agent in its capacity as Collateral Agent, whether pursuant to any provision of any of the Security Documents or otherwise, shall to the extent the Collateral Agent deems it feasible within a reasonable time be invested by the Collateral Agent in Cash Equivalent Investments. Any interest earned on such funds shall be disbursed to the Creditors in accordance with Section 5.10. The Collateral Agent may hold any such funds in a common interest bearing account. To the extent that the interest rate payable with respect to any such account varies over time, the Collateral Agent may use an average interest rate in making the interest allocations among the respective Creditors. The Collateral Agent shall have no duty to place funds held pursuant to this Section 5.11 in investments which provide a maximum return; *provided, however*, that the Collateral Agent shall to the extent the Collateral Agent deems it feasible invest funds in Cash Equivalent Investments with reasonable promptness. The Collateral Agent shall not be responsible for any loss of any funds invested in accordance with this Section 5.11.

## SECTION 6. BANKRUPTCY PROCEEDINGS.

The following provisions shall apply during any Bankruptcy Proceeding of any Obligor or any Affiliate of the Obligors:

(a) The Collateral Agent shall represent all Creditors in connection with all matters directly relating to the Collateral, including without limitation, use, sale or lease of Collateral, use of cash collateral, relief from the automatic stay and adequate protection. The Collateral Agent shall act on the instructions of the Majority Creditors; *provided* that if action is required prior to the time such instructions are received or if the Majority Creditors fail to give instructions with respect to any matter, the Collateral Agent shall be authorized to act, or refrain from acting, in accordance with Section 5.5 hereof.

(b) Each Creditor shall be free to act independently on any issue not directly relating to the Collateral, including without limitation, matters relating to appointment of a trustee, conversion of a case, filing of claims, and plans of reorganization, subject, however, to the terms and provisions of the Senior Subordinated Note Documents which shall remain in full force and effect for the benefit of the holders of Senior Debt as defined therein and subject further to the rights and remedies afforded to the Bondholders and the Trustee under the Sublease Agreement. Each Creditor shall give prior notice to the Collateral Agent of any action hereunder to the extent that such notice is possible. If such prior notice is not given, such Creditor shall give prompt notice following any action taken hereunder.

## SECTION 7. MISCELLANEOUS.

*Section 7.1. Application.* The Creditors agree that all of the provisions of this Agreement shall apply to any and all properties, assets and rights of the Obligor and their Affiliates in which the Collateral Agent at any time acquires a security interest or Security Interest pursuant to the Security Documents.

*Section 7.2. Marshalling.* The Collateral Agent shall not be required to marshal any present or future security for (including, without limitation, the Collateral), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of each of such Person's rights in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that they lawfully may, the Creditors hereby agree that they will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Creditors' or the Collateral Agent's rights under the Security Documents or under any other instrument evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or guaranteed.

*Section 7.3. Consents, Amendments, Waivers.* All amendments, waivers or consents of any provision of this Agreement shall be effective only if the same shall be in writing and signed by all of the Creditors and the Collateral Agent.

*Section 7.4. Governing Law.* This Agreement shall be deemed to be a contract under and shall for all purposes be governed by and construed in accordance with the Laws of the State of Illinois.

*Section 7.5. Parties in Interest.* All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, including, without limitation, any future holder of the Bank Notes, Loan Obligations, Letter of Credit Obligations, Other Bank Obligations or the Note Obligations or the Sublease Obligations; *provided* that no Creditor may assign or transfer its rights hereunder or under the Security Documents without such assignees or transferees agreeing, by executing an instrument in form and substance reasonably acceptable to the Collateral Agent, to be bound by the terms of this Agreement as though named herein.



Any such notice, consent, waiver or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at time of the receipt thereof by such officer, (ii) if sent by registered or certified first class mail, postage prepaid, on the earlier of (A) the time of receipt thereof if a business day or, if not a business day, the next succeeding business day, or (B) five business days after the posting thereof, and (iii) if sent by telecopy, telex or cable, at the time of dispatch thereof, if in normal business hours in the state where received or otherwise at the opening of business on the following business day. Notices given by telecopy shall be promptly confirmed in writing sent by courier.

*Section 7.9. Contesting Secured Obligations.* The Collateral Agent and each Creditor agree that it shall not contest the validity or enforceability of or seek to avoid, have declared fraudulent or have set aside any of the Secured Obligations.

*Section 7.10. Southland Acknowledgement.* Southland acknowledges and agrees that the Security Documents grant an interest in the Collateral to the Collateral Agent for the benefit, among others, of Southland. Southland further acknowledges and agrees that it does assign, transfer, convey and set over to the City and grant a security interest to the City, in such Collateral under and pursuant to the Collateral Assignment (as described in Recital D hereof).

**[SIGNATURE PAGES TO INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

HARRIS TRUST AND SAVINGS BANK, as  
Administrative Agent and as Collateral  
Agent for the Creditors

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

Address:  
111 W. Monroe Street  
Chicago, Illinois 60603  
Attention: James Owen

MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY

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

MASS MUTUAL CORPORATE VALUE PARTNERS  
LIMITED

BY: MASSACHUSETTS MUTUAL LIFE INSURANCE  
COMPANY, as Investment Manager

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

ALLSTATE LIFE INSURANCE COMPANY

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

SOUTHLAND-OVERLAND PARK DELAWARE  
BUSINESS TRUST

BY: WILMINGTON TRUST COMPANY, not in its  
individual capacity, but solely as Trustee

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

CANADA LIFE ASSURANCE COMPANY  
(as beneficial owner)

By \_\_\_\_\_  
Its \_\_\_\_\_

CANADA LIFE INSURANCE COMPANY OF  
NEW YORK (as beneficial owner)

By \_\_\_\_\_  
Its \_\_\_\_\_

CANADA LIFE INSURANCE COMPANY OF  
AMERICA (as beneficial owner)

By \_\_\_\_\_  
Its \_\_\_\_\_

THE OHIO NATIONAL LIFE INSURANCE  
COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

NORTHERN LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

THE NORTHWESTERN MUTUAL LIFE INSURANCE  
COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

RELIASTAR LIFE INSURANCE COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

RELIASTAR LIFE INSURANCE COMPANY OF  
NEW YORK

By \_\_\_\_\_  
Its \_\_\_\_\_

WASHINGTON SQUARE ADVISORS PRIVATE  
PLACEMENT TRUST FUND

By \_\_\_\_\_  
Its \_\_\_\_\_

**CONSENT**

The undersigned City and Trustee, each as an assignee of Lessee and in accordance with Section 12.1 of the Sublease and Section 1201 of the Indenture, hereby consent to the foregoing Intercreditor and Collateral Agency Agreement as of the date first set forth above.

The CITY OF OVERLAND PARK, KANSAS

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

COMMERCE BANK, N.A., as Trustee

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

By its execution below, each of the undersigned Lenders under the Bank Credit Agreement hereby consents to the foregoing Agreement and hereby directs the Administrative Agent to enter into it on their behalf.

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

THE BANK OF TOKYO-MITSUBISHI, LTD.,  
CHICAGO BRANCH

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

ARAB BANKING CORPORATION

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

COMMERCE BANK, N.A.

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

DRESNER BANK AG

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

FIRST NATIONAL BANK OF KANSAS

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

MIZUHO CORPORATE BANK, LTD.

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

THE NORTHERN TRUST BANK

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

The undersigned hereby acknowledge (a) the terms of the foregoing Agreement, (b) that the foregoing Agreement is for the sole benefit of the Creditors and that it has no rights or benefits under such Agreement, and (c) that the provisions of the foregoing Agreement may be waived, amended or modified without their consent.

BLACK & VEATCH LLP

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

BLACK & VEATCH HOLDING COMPANY

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT A**  
**ADDRESSES FOR CREDITORS**

**SCHEDULE 1.1**  
**GUARANTORS**

Black & Veatch Architects, Inc.

Black & Veatch Construction, Inc.

Black & Veatch Corporation

Black & Veatch International Company

Black & Veatch Ltd. of Michigan

Black & Veatch Power Development Corporation

Black & Veatch Pritchard, Inc.

Black & Veatch Service Corporation

Black & Veatch Special Projects Corp.

Black & Veatch Telecommunications, Inc.

BV Solutions Group, Inc.

International Purchasing Services, Inc.

Overland Contracting Inc.

PROWA Inc.