

RESOLUTION NO. 3459

A RESOLUTION CONSENTING TO THE SIXTH AMENDMENT TO SUBLEASE AGREEMENT BY AND BETWEEN BLACK & VEATCH, LLP AND BLACK & VEATCH HOLDING COMPANY AND ITS SUBSIDIARIES AND SOUTHLAND-OVERLAND PARK DELAWARE BUSINESS TRUST AND TO THE EXECUTION OF AN INTERCREDITOR AGREEMENT RELATING TO \$53,000,000 TAXABLE LEASE-BACKED REVENUE BONDS, SERIES 1995 (BLACK & VEATCH PROJECT), OF THE CITY OF OVERLAND PARK, KANSAS.

WHEREAS, the City of Overland Park, Kansas, in the County of Johnson, State of Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Taxable Lease-Backed Revenue Bonds, Series 1995 (Black & Veatch Project) (the "Bonds"), in the principal amount of \$53,000,000 pursuant to a Trust Indenture dated as of April 1, 1995 (the "Indenture"), by and between the City and Boatmen's Trust Company, which has been succeeded in interest by Commerce Bank, N.A., as trustee (the "Trustee"), for the purpose of financing the acquisition, purchase and construction of a commercial office facility, including real estate and buildings, within the City (the "Project"); and

WHEREAS, the Project is leased to Southland-Overland Park Business Trust, a single purpose Delaware business trust, as lessee (the "Lessee"), pursuant to a Lease Agreement dated as of April 1, 1995 (the "Lease"), by and between the City and Overland Property Investors L.P., a Kansas limited partnership ("Overland Property Investors"), which Lease was assigned to the Lessee pursuant to an Assignment and Assumption of Lease dated as of August 2, 1996, by and between Overland Property Investors and the Lessee; and

WHEREAS, the Project is subleased to Black & Veatch, LLP, a Missouri limited liability partnership (the "Company"), Black & Veatch Holding Company, a Delaware corporation, and the following subsidiaries of Black & Veatch Holding Company: Black & Veatch International Company, a Missouri corporation; Black & Veatch Pritchard, Inc. (f/k/a The Pritchard Corporation), a Delaware corporation; Black & Veatch Construction, Inc., a Missouri corporation; Black & Veatch Service Corporation, a Missouri corporation; Black & Veatch Special Projects Corporation (f/k/a Black & Veatch Waste Science, Inc.), a Missouri corporation; International Purchasing Services, Inc., a Delaware corporation; BV Solutions

Group, Inc. a Delaware corporation; Black & Veatch Corporation, a Delaware corporation; Black & Veatch Ltd. Of Michigan, a Delaware corporation; Overland Contracting, Inc., a Delaware corporation; BVP Holding Inc., a Kansas corporation; and BVP Holding, LLC, a Kansas limited liability company (collectively, the "Sublessee") pursuant to a Sublease Agreement dated as of April 1, 1995, as amended (collectively, the "Sublease"), by and between Overland Property Investors and the Sublessee, which Sublease was assigned to the Lessee pursuant to an Assignment and Assumption of Sublease dated as of August 2, 1996, by and between Overland Property Investors and the Lessee; and

WHEREAS, the Sublessee has requested that the City consent to the Sixth Amendment to Sublease (the "Amendment") in the form attached hereto as Exhibit A (the "Amendment") to permit the modification of certain financial covenants of the Sublessee in connection with obtaining an increase in the amount of a credit facility; and

WHEREAS, in connection with the foregoing, the Sublessee has requested the City consent to the execution of the Intercreditor Agreement in the form attached hereto as Exhibit B (the "Intercreditor Agreement"); and

WHEREAS, the Sublessee has represented to the City that it is in the process of obtaining the written consents of the Owners of not less than 66-2/3% in the aggregate principal amount of the Bonds Outstanding, the Trustee and the Lessee to the Amendment and the execution of the Intercreditor Agreement; and

WHEREAS, the governing body of the City deems it advisable to consent to the Amendment and the execution of the Intercreditor Agreement, contingent upon receipt of all necessary approvals and the written consents of the Owners of not less than 66-2/3% in aggregate principal amount of the Bonds Outstanding, the Trustee and the Lessee and the compliance with all requirements of the Indenture, Lease, Sublease and other Bond documents;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS, AS FOLLOWS:

Section 1. Consent to the Sixth Amendment to Sublease and to the Execution of the Intercreditor Agreement. The governing body of the City hereby deems it desirable and hereby consents to the Sixth Amendment to Sublease and to the execution of the Intercreditor Agreement as described herein, contingent upon receipt of all necessary approvals and the written consents of the Owners of not less than 66-2/3% in aggregate principal amount of the Bonds Outstanding, the Trustee and the Lessee and the compliance with all requirements of the Indenture, Lease, the Sublease and other Bond documents, and upon compliance with such requirements, the Mayor is hereby authorized and directed to execute and deliver the consents to the Sixth Amendment to Sublease and the Intercreditor Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and

deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 2. Further Authority. The City Manager, Director of Finance, Budget and Administration, Kutak Rock LLP, Bond Counsel, and other appropriate officers and agents of the City are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force and effect from and after its adoption by the governing body of the City.

THIS RESOLUTION is hereby adopted by the governing body of the City of Overland Park, Kansas, this _____ day of May, 2005.

CITY OF OVERLAND PARK, KANSAS

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert J. Watson
City Attorney

Exhibit A

Sixth Amendment to Sublease Agreement

(see attached)

SIXTH AMENDMENT TO SUBLEASE AGREEMENT

Amendment dated as of May ____, 2005.

RECITALS

1. Black & Veatch LLP, a Missouri limited liability partnership (the "Company"), Black & Veatch Holding Company, a Delaware corporation (" Holding"), and the following subsidiaries of Holding: Black & Veatch International Company, a Missouri corporation; Black & Veatch Pritchard, Inc. (f/k/a The Pritchard Corporation), a Delaware corporation; Black & Veatch Construction, Inc., a Missouri corporation; Black & Veatch Service Corporation, a Missouri corporation; Black & Veatch Special Projects Corporation (f/k/a Black & Veatch Waste Science, Inc.), a Missouri corporation; International Purchasing Services, Inc., a Delaware corporation; BV Solutions Group, Inc., a Delaware corporation; Black & Veatch Corporation, a Delaware corporation; Black & Veatch Ltd. of Michigan, a Delaware corporation; Overland Contracting, Inc., a Delaware corporation; BVP Holding Inc., a Kansas corporation; and BVP Holding, LLC, a Kansas limited liability company, are sublessees (collectively, the "Sublessee") under that certain Sublease Agreement dated as of April 1, 1995, as amended by the Amendment Agreement thereto dated as of September 30, 1998; the Amendment and Waiver thereto dated as of December 31, 1998; the Amendment thereto dated April 24, 2000; the Amendment thereto dated August 7, 2000; and the Fifth Amendment thereto dated as of June 26, 2002 (as amended, the "Sublease"), with Southland - Overland Park Delaware Business Trust (the "Lessee") entered into in connection with the issuance by the City of Overland Park, Kansas (the "City") of its \$53,000,000 Taxable Lease-Backed Revenue Bonds, Series 1995 (Black & Veatch Project) (the "Bonds") pursuant to a Trust Indenture dated as of April 1, 1995 (the "Indenture") between the City and Commerce Bank, N.A. as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined herein or in the Sublease are used as defined in the Indenture.

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

3. Under the terms of the Assignment of Leases and Agreement dated as of April 1, 1995 between the City and the Trustee, the City has assigned to the Trustee, for the benefit of the Bondholders, its rights under the Lease and Sublease.

4. Sublessee and Lessee have agreed that the Sublease is to be amended in the manner set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section 1. **Amendments to Sublease**. The Sublease is hereby amended by striking Appendix I to the Sublease, as heretofore amended, and substituting in its place the First Amended and Restated Appendix I set forth in Exhibit A attached hereto.

Section 2. **Conditions Precedent.** This Amendment shall be effective as of the date first written above upon the satisfaction of all of the following conditions precedent and notice thereof by the Sublessee to the Lessee, the City and the Trustee: (i) each of the Lessee, the City, the Trustee and the Sublessee shall have executed and delivered this Amendment or consented in writing thereto; (ii) the Credit Agreement, the Security Agreement and Intercreditor Agreement of even date herewith shall have become effective; (iii) the Lessee, the City and the Trustee shall have received copies (executed or certified, as may be appropriate) of all legal documents or proceedings taken in connection with the execution and delivery of this Amendment to the extent they or their respective counsel may reasonably request; (iv) legal matters incident to the execution and delivery of this Amendment shall be satisfactory to the Lessee, the City and the Trustee and their respective counsel; (iv) the Trustee shall have received (a) the written consent to this Amendment from the Owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds Outstanding, in form and substance satisfactory to the Trustee and (b) a reaffirmation from Southland-Overland Park Delaware Business Trust of the terms and conditions contained in its Guaranty Agreement in the form of Exhibit B attached hereto; and (v) any amounts payable by Holding to the Bondholders pursuant to the letter agreement made by Holding in favor of the Bondholders of even date herewith and to Lessee pursuant to the letter agreement made by Holding in favor of Lessee of even date herewith shall have been paid and the fees and disbursements of counsel to the Bondholders and the Lessee shall have been paid by the Sublessee.

Section 3. **Representations of Sublessee.** In order to induce the Lessee, the City and the Trustee to execute and deliver or consent to this Amendment, the Sublessee hereby represents to the Lessee, the City and the Trustee that as of the date hereof (i) the Sublessee is in compliance with the terms and conditions of the Sublease and no Event of Default, or event or condition which with the passage of time or the giving of notice would constitute an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment, (ii) this Amendment constitutes the legal, valid and binding obligation, enforceable against the Sublessee in accordance with its terms, and (iii) all conditions precedent to the effectiveness of the Amendments described in Section 2, above, have been satisfied, and (iv) Black & Veatch Power Development Corporation, Black & Veatch Architects, Inc., Black & Veatch Telecommunications, Inc., and PROWA, Inc., have been dissolved.

Section 4. **Effect of Amendment.** Except as amended by this Amendment, all other terms and conditions of the Sublease shall remain in full force and effect and are hereby ratified and reaffirmed. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Lessee, the Trustee or the City under the Sublease or any other agreement, document or instrument executed in connection with the Bonds, nor constitute a waiver of any provision contained therein, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference to the Sublease in each of the Indenture or any other agreement, document or instrument executed in connection with the Bonds, shall mean and be a reference to the Sublease, as previously amended and as amended hereby.

Section 5. **Counterparts.** This Amendment may be executed in one or more counterparts and each set of counterparts that, collectively, shows execution by each party hereto, shall constitute an original.

[Signature pages follow.]

Blackwell 5.04.05
3:30 PM

IN WITNESS WHEREOF, the undersigned parties have executed this Sixth Amendment to Sublease Agreement as of the date first set forth above.

**SOUTHLAND-OVERLAND PARK
DELAWARE BUSINESS TRUST**

By: _____
Wilmington Trust Company, not in its
individual capacity but solely as trustee

BLACK & VEATCH LLP

By: _____

BLACK & VEATCH HOLDING COMPANY

By: _____

Authorized Signatories

**BLACK & VEATCH INTERNATIONAL
COMPANY**

By: _____

BLACK & VEATCH PRITCHARD, INC.

By: _____

BLACK & VEATCH CONSTRUCTION, INC.

By: _____

**BLACK & VEATCH SERVICE
CORPORATION**

By: _____

**BLACK & VEATCH SPECIAL PROJECTS
CORPORATION**

By _____

**INTERNATIONAL PURCHASING
SERVICES, INC.**

By: _____

BV SOLUTIONS GROUP, INC.

By: _____

BLACK & VEATCH CORPORATION

By: _____

BLACK & VEATCH LTD. OF MICHIGAN

By: _____

OVERLAND CONTRACTING, INC.

By: _____

BVP HOLDING INC.

By: _____

BVP HOLDING, LLC

By: _____

Authorized Signatories

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 Sixth Amendment to Sublease Agreement as of the date first set forth above.

Attest:

CITY OF OVERLAND PARK, KANSAS

By: _____

By: _____

COMMERCE BANK, N.A., as Trustee

By: _____

Authorized Signatories

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Southland-Overland Park Delaware Business Trust, and that he/she executed the foregoing instrument in the name of Southland-Overland Park Delaware Business Trust, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said Trust for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch LLP, a Missouri limited liability partnership, and that he/she executed the foregoing instrument in the name of Black & Veatch LLP, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Holding Company, a Delaware corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Holding Company, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch International Company, a Missouri corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch International Company, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Pritchard, Inc. (f/k/a The Pritchard Corporation), a Delaware corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Pritchard, Inc., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
 COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Service Corporation, a Missouri corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Service Corporation, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

 Printed Name: _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Special Projects Corp. (f/k/a Black & Veatch Waste Science, Inc.), a Missouri corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Special Projects Corp., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of International Purchasing Services, Inc., a Delaware corporation, and that he/she executed the foregoing instrument in the name of International Purchasing Services, Inc., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of BV Solutions Group, Inc., a Delaware corporation, and that he/she executed the foregoing instrument in the name of BV Solutions Group, Inc., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Corporation, Inc., a Delaware corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Corporation, Inc., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Black & Veatch Ltd. of Michigan, a Delaware corporation, and that he/she executed the foregoing instrument in the name of Black & Veatch Ltd. of Michigan, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of BVP HOLDING INC., a Delaware corporation, and that he/she executed the foregoing instrument in the name of BVP HOLDING INC., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of BVP HOLDING, LLC, a Delaware corporation, and that he/she executed the foregoing instrument in the name of BVP HOLDING, LLC, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ of Commerce Bank, N.A., a national banking association, and that he/she executed the foregoing instrument in the name of Commerce Bank, N.A., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said association for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came _____ and _____, to me known to be the persons who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the _____ and _____ of the City of Overland Park, Kansas, a Kansas municipal corporation, and that he/she executed the foregoing instrument in the name of the City of Overland Park, Kansas, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Notarial Seal]

Printed Name: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Exhibit A

First Amended and Restated
Appendix I to Sublease Agreement dated as of April 1, 1995

(see attached)

FIRST AMENDED AND RESTATED

APPENDIX I

ADDITIONAL COVENANTS OF THE COMPANY

In addition to, and not in limitation of or substitution for, the other provisions of the Sublease, the Company agrees as follows:

Section 1. Definitions. For purposes of the following covenants, capitalized terms used herein and not otherwise defined in the Sublease shall have the following meanings:

“Affiliate” shall mean any Person (other than any Plan of any member of the Black & Veatch Group and the ESOP) (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, any member of the Black & Veatch Group, (ii) which beneficially owns or holds more than 5% of any class of the equity interests having the power to vote of any member of the Black & Veatch Group or (iii) more than 5% of the equity interests having the power to vote of which is beneficially owned or held by any member of the Black & Veatch Group. The term “*control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of equity interests, by contract or otherwise.

“Agent” shall mean Harris Trust and Savings Bank and its successors as agent under the Credit Agreement.

“Black & Veatch Group” shall mean, collectively, the Company, Holding and their respective Subsidiaries. Any reference to a “*member*” or “*members*” of the Black & Veatch Group shall be deemed a reference to any or all of the foregoing (as applicable).

“BV Solutions” means BV Solutions Group, Inc., a Delaware corporation, and its successors and assigns.

“BV Solutions Transaction” means the initial sale or other disposition of, and/or initial public offering of equity securities in, BV Solutions (whether the same is consummated in one transaction or a series of multiple transactions occurring over the course of not more than 120 days) resulting in Persons other than the Black & Veatch Group owning not less than 35% of the issued and outstanding capital stock of BV Solutions.

“BV Solutions Transfer” means the sale or other disposition of, or public offering of equity securities in, BV Solutions, including, without limitation the BV Solutions Transaction.

“Capitalized Leases” shall mean all leases of Property or property which in accordance with GAAP would be required to be capitalized on the balance sheet of the lessee.

“Capitalized Lease Obligations” shall mean all amounts payable with respect to Capitalized Leases.

“Consolidated EBITDA” shall mean, with reference to any period, Consolidated Net Income for such period plus all amounts deducted in arriving at such Consolidated Net Income amount in respect of (a) Interest Expense for such period, plus (b) federal, state and local income taxes for such period, plus (c) all amounts properly charged for depreciation of fixed assets and amortization of intangible assets during such period on the books of the Black & Veatch Group, plus (d) the amount of all non-cash provisions properly charged pursuant to GAAP for doubtful accounts not to exceed an amount of \$2,000,000 for the period of four fiscal quarters then ended. As used in this definition of “Consolidated EBITDA,” “*Consolidated Net Income*” shall mean, for any period, the gross revenues of the Black & Veatch Group for such period, less all expenses and other proper charges (including taxes on income) but excluding any Extraordinary Losses and Extraordinary Gains determined for the Black & Veatch Group on a consolidated basis in accordance with GAAP.

“Consolidated Equity” shall mean for the Black & Veatch Group on a consolidated basis in accordance with GAAP, as of any date, stockholders’ equity as shown in the consolidated audited financial statements of the Black & Veatch Group.

“Consolidated Fixed Charges” means, for any period, the sum of (a) Interest Expense for such period (but excluding interest paid on partnership or drawing accounts of current and former partners of the Company) and (b) Consolidated Operating Lease Rentals for such period.

“Consolidated Funded Debt” shall mean and include all obligations of any member of the Black & Veatch Group of the following types, all determined on a consolidated basis in accordance with GAAP for the Black & Veatch Group: (a) obligations (whether recourse or nonrecourse), or guarantees of obligations, for borrowed money or for the deferred purchase price of, or which have been incurred in connection with the acquisition of property or assets other than current accounts payable, (b) obligations of the type described in clause (a) secured by any lien or other charge upon property or assets owned by any member of the Black & Veatch Group, even though no member of the Black & Veatch Group has assumed or become liable for the payment of such obligations, (c) obligations payable over a period in excess of one (1) year to purchase any property or to obtain the services of another Person if the contract requires that payment for such property or services be made regardless of whether such property is delivered or such services are performed, (d) Capitalized Lease Obligations, minus any amounts in the Acquisition and Construction Fund as of the date of calculation, if this Sublease is determined to be a “capital lease” pursuant to GAAP and (e) twenty-five percent (25%) of all obligations in respect of outstanding Letters of Credit but only to the extent that the Letter of Credit does not either support an obligation of a member of the Black & Veatch Group already included in Consolidated Funded Debt or which would constitute a current account payable of such Person or constitute a Documentary Letter of Credit.

“Consolidated Net Income” for any period shall mean the gross revenues from any source of the Black & Veatch Group for such period less all expenses (including market based salaries) and other proper charges (including taxes on income), determined for the Black & Veatch Group on a consolidated basis in accordance with GAAP, but excluding (i) any profits or losses on the sale or other dispositions of property not in the ordinary course of business, (ii) all gains from the write-up of assets, and (iii) on and after the earlier of August 2, 2002 and the date of which the Credit Agreement shall, in accordance with its terms, terminate, in the event that the Black &

Veatch Group collectively owns 35% or less of the issued and outstanding capital stock of BV Solutions, any income or loss determined in accordance with GAAP attributable to the Black & Veatch Group's ownership interest in BV Solutions for such period.

“Consolidated Net Income Available for Fixed Charges” shall mean, for any period, Consolidated Net Income for such period plus (a) any amount deducted in the calculation thereof for federal, state and local taxes based upon or measured by income or excess profits and (b) Consolidated Fixed Charges.

“Consolidated Tangible Equity” shall mean Consolidated Equity minus goodwill and other intangible assets.

“Credit Agreement” means that certain Multicurrency Credit Agreement dated as of May __, 2005 among Holding, the Banks named therein, and Harris Trust and Savings Bank, as Administrative Agent, as the same may be amended, modified, supplemented, restated or replaced from time to time.

“Debt Service Coverage Ratio” shall mean as of any time the same is to be determined the ratio of:

- (a) the sum of Earnings Before Interest, Taxes, Depreciation and Amortization for the period of four consecutive quarters ending on the date of determination to
- (b) the sum of Interest Expense (but excluding interest paid on partnership or drawing accounts of current and former partners of the Company) for the period of four consecutive calendar quarters ending on the date of determination plus payments of principal on Consolidated Funded Debt scheduled to become due during the 12-month period following the date of determination (including as payments all required prepayments, scheduled maturities and mandatory sinking fund and/or redemption payments), all computed on a consolidated basis for the Black & Veatch Group in accordance with GAAP.

“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.

“Documentary Letter of Credit” shall mean all letters of credit other than Financial Standby Letters of Credit or Performance Standby Letters of Credit, as determined by the Agent, which determination shall be conclusive and binding upon the Lessee and the Sublessee absent manifest error.

“Earnings Before Interest, Taxes, Depreciation and Amortization” shall mean, with reference to any period, Consolidated Net Income for such period plus all amounts deducted in arriving at such Consolidated Net Income in respect of (a) Interest Expense, (b) taxes imposed on or measured by income or excess profits, (c) all charges for depreciation of fixed assets and amortization of intangibles and (d) all other noncash charges determined in accordance with GAAP.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ESOP” shall mean the Employee Stock Ownership Program of Holding.

“European Cash Management Banks” shall mean those Banks providing cash management services in Europe to any member of the Black & Veatch Group.

“Extraordinary Gains” shall mean for any period any extraordinary gains determined in accordance with GAAP.

“Extraordinary Losses” shall mean for any period any extraordinary losses determined in accordance with GAAP.

“Financial Standby Letters of Credit” shall mean letters of credit in which the underlying performance being supported thereby is financial in nature, as determined by the Agent, which determination shall be conclusive and binding upon the Lessee and the Sublessee absent manifest error.

“Funded Debt” shall mean as to any member of the Black & Veatch Group any obligation which would be included in the calculation of Consolidated Funded Debt.

“Funded Debt of Subsidiaries” shall mean Consolidated Funded Debt, but excluding therefrom obligations of Holding and OPLA.

“Funded Debt Ratio” shall mean the ratio of Consolidated Funded Debt to the sum of (a) Consolidated Equity plus (b) Consolidated Funded Debt.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time and applied in a manner consistent with the preparation of the financial reports referred to in Section 8.7 of the Sublease.

“Guaranteed Pension Plan” shall mean any pension plan as to which any member of the Black & Veatch Group may have any liability or to which any of them contributes that is required to pay plan termination insurance premiums to the Pension Benefit Guaranty Corporation.

“Holding” shall mean Black & Veatch Holding Company, a Delaware corporation.

“Indebtedness” shall mean all indebtedness and liabilities (excluding liabilities with respect to deferred taxes) which in accordance with GAAP are required to be classified as liabilities upon a balance sheet or to which reference should be made by footnotes thereto, and in any event shall include all debt and other similar monetary obligations, whether direct or indirect, and all guaranties, endorsements (other than endorsements of notes, bills and checks presented to lenders for collection or deposit in the ordinary course of business) and other contingent obligations in respect of indebtedness of others, including any obligations to supply funds to or in any other manner to invest, directly or indirectly, in another Person, to purchase indebtedness, or to purchase goods, supplies or services for the purpose of enabling the debtor to

make payment of the indebtedness or to assure the owner of the indebtedness against loss, or otherwise.

“Indebtedness for Borrowed Money” shall mean for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by such Person representing money borrowed (including by the issuance of debt securities), (ii) all indebtedness for the deferred purchase price of Property or services (other than trade accounts payable, intercompany and/or Affiliates’ notes payable in respect of any of the foregoing and deferred compensation arrangements with officers and employees, in each case arising in the ordinary course of business), (iii) all indebtedness secured by any Lien upon Property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all Capitalized Lease Obligations of such Person and (v) all obligations of such Person on or with respect to guarantees, letters of credit, bankers’ acceptances and other extensions of credit whether or not representing obligations for borrowed money.

“Intercreditor Agreement” means that certain Intercreditor and Collateral Agency Agreement dated as of May __, 2005 among Harris Trust and Savings Bank, as Administrative Agent and Collateral Agent, Southland-Overland Park Delaware Business Trust and the Bondholders identified on the signature pages thereto, with the consent of the City of Overland Park, Kansas and Commerce Bank, N.A., as Trustee, as the same may be amended, modified, supplemented, restated or replaced from time to time.

“Interest Expense” shall mean with reference to any period all interest charges (including amortization of debt discount and expense and imputed interest on Capitalized Leases), accrued for such period, whether or not paid, all as computed on a consolidated basis for the Black & Veatch Group in accordance with GAAP. Imputed interest on leases shall be deemed to be eight percent (8%) per annum unless otherwise specified in such lease.

“Letters of Credit” shall mean the Financial Standby Letters of Credit, Performance Standby Letters of Credit and Documentary Letters of Credit issued for the account of the Black & Veatch Group for the benefit of any member of the Black & Veatch Group or any Guarantor (as defined in the Credit Agreement) pursuant to the Credit Agreement.

“Lien” means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention arrangement.

“Loans” means the loans made to Holding from time to time pursuant to the Credit Agreement.

“Moody’s” shall mean Moody’s Investors Service, Inc., or any successor thereof.

“Netting and Pooling Arrangements” shall mean any netting, pooling, set-off or other similar arrangement entered into by any member of the Black & Veatch Group in Europe under which money or claims (not in excess of an aggregate principal amount of \$10,000,000 and any interest and costs applied thereon) to, or for the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts in the normal course of its banking arrangements.

“OPLA” means OPLA Holdings, LLC, a Missouri limited liability company, and successor in interest to Overland Park Leasing Associates, L.P., a Missouri limited partnership.

“Performance Standby Letters of Credit” shall mean all standby letters of credit other than Financial Standby Letters of Credit, as determined by the Agent, which determination shall be conclusive and binding upon the Lessee and the Sublessee absent manifest error.

“Permitted Acquisition” has the meaning assigned in Section 14.

“Person” shall mean an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

“Prior Credit Agreement” means that certain Multicurrency Credit Agreement dated as of June 26, 2002, as amended.

“Pro Forma Consolidated Fixed Charges” means, as of the date of determination, the aggregate amount of Consolidated Fixed Charges after giving effect to the incurrence of any new Indebtedness or new operating lease obligation. Computations of Consolidated Pro Forma Fixed Charges for Indebtedness having a variable interest rate shall be calculated at the rate in effect on the date of determination.

“Property” shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“S&P” shall mean Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., or any successor thereof.

“Security Agreement” means that certain Security Agreement dated as of May __, 2005 among Holding, the other Debtors party thereto and Harris Trust and Savings Bank, as Collateral Agent, as the same may be amended, modified, supplemented, restated or replaced from time to time.

“Subsidiary” means any corporation, partnership or limited liability company of which more than 50% of the outstanding equity interests having the power to vote is at the time directly or indirectly owned by Holding, by one or more of its Subsidiaries or by Holding and one or more of its Subsidiaries; *provided, however* that the term “Subsidiary” shall not include any joint venture or consortium that has been established for the construction of a specific project.

“Total Consideration” means, with respect to a Permitted Acquisition, the sum (but without duplication) of (a) cash paid in connection with any Permitted Acquisition, (b) indebtedness payable to the seller in connection with such Permitted Acquisition, (c) the fair market value of any equity securities, including any warrants or options therefore, delivered in connection with any Permitted Acquisition, (d) the present value of covenants not to compete entered into in connection with such Permitted Acquisition or other future payments which are required to be made over a period of time and are not contingent upon Holding or its Subsidiary meeting financial performance objectives (exclusive of salaries paid in the ordinary course of business) (discounted at the Domestic Rate (as defined in the Credit Agreement)), but only to the

extent not included in clause (a), (b) or (c) above, and (e) the amount of indebtedness assumed in connection with such Permitted Acquisition.

“Wholly-Owned” shall mean a corporation or partnership of which all of the issued and outstanding equity interests (other than directors’ qualifying shares as required by law in the case of a corporation) are owned by the parent corporation or partnership in question and/or one or more of its Wholly-owned corporations or partnerships.

“Wholly-Owned Subsidiary” shall mean a Subsidiary of which all of the issued and outstanding equity interests (other than directors’ qualifying shares as required by law in the case of a corporation) shall be owned, directly or indirectly, by Holding.

Section 2. Corporate Existence. Subject to the provisions of Section 15 hereof, the Company will at all times preserve and keep in full force and effect the existence and all rights and franchises of each member of the Black & Veatch Group.

Section 3. Compliance with Law. The Company will, and will cause each member of the Black & Veatch Group to, comply with all laws, ordinances or governmental rules or regulations to which each of them is subject, including, without limitation, environmental laws and ERISA, and will obtain and maintain in effect all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the conduct of their respective businesses.

Section 4. Maintenance of Properties. The Company will, and will cause the other members of the Black & Veatch Group to, maintain, preserve and keep their plant, properties and equipment in good repair, working order and condition (ordinary wear and tear excepted) and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 5. Insurance. The Company will, and will cause the other members of the Black & Veatch Group to, insure and keep insured, with financially sound and reputable insurance companies, all insurable property owned by them which is of a character usually insured by companies similarly situated and operating like properties; and will insure such other hazards and risks (including employers’ and professional and public liability risks) with financially sound and reputable insurance companies as and to the extent usually insured by companies similarly situated and conducting similar businesses. The Company will upon request of the Lessee furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 5.

Section 6. Payment of Taxes and Other Charges. The Company will, and will cause the other members of the Black & Veatch Group to, duly pay and discharge all taxes, rates, assessments, fees and governmental charges upon or against any of them or against their respective properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings.

Section 7. Dividends, Redemptions and Partnership Distributions. Holding will not declare or pay any dividend on or make any other distributions in respect of any class or series of its capital stock or other equity interests or directly or indirectly purchase, redeem or otherwise acquire or retire any of its capital stock or other equity interests, other than the following (hereinafter, referred to as “*Permitted Distributions*”): (i) Holding may redeem shares and honor repurchase requests in favor of participants and beneficiaries of any stock option plan and ESOP maintained by any member of the Black & Veatch Group for its officers and/or employees and in favor of holders of capital stock as and when provided by the terms of the relevant plan or the capital stock, (ii) Holding may redeem shares, and honor repurchase requests by stockholders, so long as no Default or Event of Default exists or would arise after giving effect thereto, and (iii) Holding may pay dividends on its capital stock in an aggregate amount not to exceed \$20,000,000 during any fiscal year of Holding so long as no Default or Event of Default exists or would arise after giving effect to any such payment.

Section 8. Nature of Business. The Company will not, and will not permit any other member of the Black & Veatch Group to, engage in any business or activity if, as a result, the general nature of the business which would then be engaged in by the Black & Veatch Group would be substantially changed from the general nature of the business engaged in by the Black & Veatch Group on April 1, 1995.

Section 9. Funded Debt Ratio. The Black & Veatch Group will at all times maintain a Funded Debt Ratio of not more than .60 to 1.

Section 10. Current Ratios. The Company will at all times maintain the following current ratios:

- (a) The Company will at all times maintain the ratio of consolidated current assets of the Black & Veatch Group to consolidated current liabilities of the Black & Veatch Group (current assets and current liabilities to be determined on a consolidated basis for the Black & Veatch Group in accordance with GAAP except that the outstanding Loans shall be included in current liabilities) of not less than 1 to 1.
- (b) The Company will at all times maintain the ratio of consolidated current assets of the Black & Veatch Group to consolidated current liabilities of the Black & Veatch Group (current assets and current liabilities to be determined as set forth in clause (a) above but excluding, for purposes of this clause (b) only, up to \$30,000,000 of the outstanding Loans) of not less than 1.1 to 1.0.

Section 11. Fixed Charge Coverage Ratio. The Company will maintain a ratio of Consolidated Net Income Available for Fixed Charges to Consolidated Fixed Charges, calculated quarterly based upon the immediately preceding four consecutive fiscal quarters as follows:

From and Including	To and Including	Fixed Charge Coverage Ratio shall not be less than
October 4, 1999	December 31, 1999	1.60 to 1

January 1, 2000	March 31, 2000	1.60 to 1
April 1, 2000	June 30, 2000	1.60 to 1
July 1, 2000	September 29, 2000	1.65 to 1
September 30, 2000	December 31, 2000	1.65 to 1
January 1, 2001	Thereafter	1.75 to 1

Furthermore, the Company will not, and will not permit any Subsidiary to, incur any Funded Debt (other than borrowings under the revolving credit portion of the Credit Agreement) or operating lease obligations if after giving effect thereto, the ratio of Consolidated Net Income Available for Fixed Charges to Pro Forma Consolidated Fixed Charges is less than the minimum Fixed Charge Coverage Ratio for the corresponding fiscal quarter set forth above.

Section 12. Debt Service Coverage Ratio. The Black & Veatch Group shall as of the last day of each fiscal quarter have a Debt Service Coverage Ratio of more than 2.5 to 1.

Section 13. Liens. The Company and Holding will not, nor will they permit any other member of the Black & Veatch Group to, pledge, mortgage or otherwise encumber or subject to, or permit to exist upon or be subjected to, any Lien, security interest or charge upon, any assets or Property of any kind or character at any time owned by the Black & Veatch Group; *provided, however,* that nothing in this Section 13 shall operate to prevent:

- (a) Liens, pledges or deposits securing workers' compensation, unemployment insurance, social security, taxes, assessments and other statutory obligations or similar charges or securing the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or securing indemnity, performance or other similar bonds for the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or securing statutory obligations or surety or appeal bonds, or securing indemnity, performance or other similar bonds in the ordinary course of the Holding's business;
- (b) inchoate statutory, construction, materialmen's, warehousemen's, producers' or operator's Liens securing obligations not overdue, or if overdue, being contested in good faith by appropriate proceedings;
- (c) Liens existing on the date of the Credit Agreement and disclosed on Schedule 8.8 to the Credit Agreement;
- (d) Liens incurred after the date of the Credit Agreement given to secure the payment of the purchase price or the financing thereof incurred in connection with the acquisition of equipment or fixed assets, including Liens existing on such assets at the time of acquisition thereof, *provided* that (i) the Lien shall attach solely to the Property acquired or purchased and substantially concurrently with such acquisition or purchase and (ii) the aggregate amount of indebtedness at any time secured by Liens permitted under this Section 13(d) does not exceed (without duplication) the indebtedness permitted under Section 22(h) hereof;

- (e) Netting and Pooling Arrangements with the European Cash Management Banks; and
- (f) the Liens granted pursuant to the Security Agreement, in accordance with the Intercreditor Agreement.

Section 14. Acquisitions, Investments, Loans and Advances. Holding will not, nor will it permit any other member of the Black & Veatch Group to, directly or indirectly, make, retain or have outstanding any interest or investments (whether through purchase of stock or obligations or otherwise) in, or loans or advances to, any other Person, or acquire all or any substantial part of the assets or business of any other Person, or guarantee any indebtedness, obligation or liability of any other Person or otherwise enter into any arrangement designed to assure another Person against loss or subordinate any claim or demand it may have to the claim or demand of any other person, firm or corporation; *provided, however*, that the foregoing provisions shall not apply to nor operate to prevent:

- (a) investments by the Black & Veatch Group in direct marketable obligations of the United States of America or of any agency or instrumentality thereof whose obligations constitute full faith and credit obligations of the United States of America *provided* that any such obligations shall mature within twenty-four months from the date the same are acquired by the Black & Veatch Group;
- (b) investments by the Black & Veatch Group in certificates of deposit or time deposits issued by any Bank, or by any United States commercial bank having capital and surplus of not less than \$100,000,000, or in any other United States commercial bank if the amount thereof is \$5,000,000 or less, and having a maturity of fifteen months or less;
- (c) investments by the Black & Veatch Group in commercial paper maturing 270 days or less from the date of issuance which at the time of acquisition is rated A-2 or better by S&P and P-2 or better by Moody's;
- (d) investments by the Black & Veatch Group in debt securities issued by U.S. corporations or states of the United States maturing within fifteen months from the date of acquisition thereof if at the time of acquisition the investment in question has a rating of not less than BBB from S&P and Baa from Moody's;
- (e) in a manner consistent with Section 8 hereof, acquisitions by any Sublessee of a division of or all or substantially all of the assets or business of any other person, firm or corporation or acquisitions by any Sublessee of equity interests in other entities *provided* that after giving effect thereto the acquired entity becomes a Wholly-Owned Subsidiary and *provided further* that in any case, (i) no Default or Event of Default exists at the time of, or would occur as a result of, such acquisition and (ii) such acquisition shall have been approved by the board of directors or equivalent governing body of the acquired entity prior to such acquisition (each, a "*Permitted Acquisition*"); *provided, however*, that the Total Consideration for a Permitted Acquisition, when taken together with the Total

Consideration for all Permitted Acquisitions acquired during the immediately preceding 12-month period, does not exceed the greater of (i) \$75,000,000 or (ii) an amount equal to 45% of Consolidated Equity, in the aggregate;

- (f) loans and advances between and investments in members of the Black & Veatch Group subject to the provisions contained in Section 8.14 of the Credit Agreement;
- (g) guaranties by any member of the Black & Veatch Group in favor of HSBC Bank USA, National Westminster Bank p.l.c., Bank of America, Comerica Bank, Credit Lyonnais, Arab Banking Corp., Commerce Bank, N.A., LaSalle Bank, N.A., or Riyhad Bank in connection with the letter of credit facilities from said institutions existing as of the date of the Credit Agreement (and any extensions or renewals thereof);
- (h) payment and performance guarantees and indemnity agreements by a member of the Black & Veatch Group of the obligations relating to the execution and performance of a construction, engineering and/or procurement contract of another member of the Black & Veatch Group, or of a joint venture or consortium involving a member of the Black & Veatch Group and formed for a specific project, guarantees and indemnity agreements for the establishment and maintenance of foreign currency letters of credit with financial institutions, indemnifications for bonding, assuming a junior position for monies owed in connection with goods and services rendered, and investments in joint ventures, partnerships or other business organizations in each case in the ordinary course of business by members of the Black & Veatch Group as would be normal and customary for the procurement, execution, completion and ownership of engineering and construction projects; and
- (i) investments, loans, advances and guaranties not otherwise permitted by this Section 14 (including, without limitation, any of the foregoing in respect of joint ventures and consortiums) at no time aggregating more than 25% of Consolidated Tangible Equity.

In determining the amount of investments, loans, advances and guaranties permitted under this Section 14 investments shall always be taken at the original cost thereof, regardless of any subsequent appreciation or depreciation therein, loans and advances shall be taken at the principal amount thereof then remaining unpaid and guaranties shall be taken at the amount of obligations guaranteed thereby.

Section 15. Mergers, Consolidations and Sales. Except for transactions permitted by Section 14(e) hereof, Holding will not, nor will it permit any other member of the Black & Veatch Group to, sell, lease or otherwise dispose of, other than in the ordinary course of business, all or any substantial part of the Properties or assets of the Black & Veatch Group measured on a consolidated basis in accordance with GAAP, and will not consolidate or be a party to a merger with any other corporation or in any event sell or discount, with or without recourse, any of their notes or accounts receivable, except that any Subsidiary may merge with

Holding or any Wholly-Owned Subsidiary *provided* (i) Holding or such Wholly-Owned Subsidiary is the surviving corporation and (ii) BV Solutions Group, Inc. or the assets thereof may be sold in a manner consistent with the terms and provisions of this Agreement and upon such sale, BV Solutions Group, Inc. shall be released from its obligations hereunder. Any sale, lease or disposition (including, without limitation, any intercompany transactions or transactions with any other Person) of Properties and assets (including any member (or a subsidiary, affiliate or division thereof) of the Black & Veatch Group) to which is attributable ten percent (10%) of Earnings Before Taxes (as defined below) of the Black & Veatch Group for the then most recently completed calendar year shall be deemed “*substantial*” for the purposes of this Section 15. As used in this Section 15, “*Earnings Before Taxes*” shall mean, with reference to any period, the gross revenues of the Black & Veatch Group for such period, less all expenses and other proper charges, but excluding (i) any Extraordinary Losses and Extraordinary Gains determined for the Black & Veatch Group on a consolidated basis in accordance with GAAP and (ii) expenses and charges in respect of taxes imposed on or measured by income or excess profits. The Subsidiaries identified on Schedule 8.11 of the Credit Agreement on the Closing Date (as defined therein) may be dissolved, merged with Holding or any Wholly-Owned Subsidiary or otherwise terminated in a manner consistent with the terms and provisions of the Credit Agreement, and upon such dissolution, merger or termination and release of the Subsidiary from its obligations under the Credit Agreement, each such Subsidiary shall be released from its obligations hereunder automatically and without further action or notice.

Section 16. Consolidated Equity. The Company will not at any time permit Consolidated Equity, determined at such time, to be less than the sum of:

(a) One Hundred Sixteen Million Two Hundred Fifty Thousand Dollars (\$116,250,000.00), plus

(b) For each fiscal year of the Black & Veatch Group ending after August 7, 2000 and at or prior to such time, the greater of

(i) \$0, or

(ii) twenty-five percent (25%) of Consolidated Net Income determined in respect of such fiscal year, plus

(c) With respect to the fiscal year during which the BV Solutions Transaction is consummated and immediately upon the consummation thereof,

(i) 60% of the net recorded gains arising from the BV Solutions Transaction in which the net proceeds are made available for use by Holding Company, and

(ii) 80% of the net recorded gains arising from the BV Solutions Transaction in which the net

proceeds are not made available for use by Holding Company, plus

(d) With respect to each fiscal year of the Black & Veatch Group ending after the consummation of the BV Solutions Transaction (and without duplication of any amounts included in the preceding clause (c)) and immediately upon the consummation thereof, 60% of the net recorded gains arising from any BV Solutions Transfer regardless of whether the net proceeds of such recorded gain are available for use by Holding Company.

The Company will not change the fiscal year of the Black & Veatch Group without the prior consent of the Bondholders.

Section 17. Transactions with Affiliates. The Company will not, and will not permit any member of the Black & Veatch Group to, enter into directly or indirectly any transaction or group of related transactions (including without limitation the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate, except in the ordinary course and pursuant to the reasonable requirements of the Company's or such member's business and upon fair and reasonable terms no less favorable to the Company or such member than would be obtainable in a comparable arm's-length transaction with a Person not an Affiliate.

Section 18. Capital Expenditures. The Company will not, and will not permit any other member of the Black & Veatch Group to, expend an amount for capital expenditures (as computed and defined in accordance with GAAP) during any fiscal year in excess of 200% of consolidated depreciation for the immediately preceding fiscal year (computed in accordance with GAAP) *provided* that the Company may carry forward any amount of capital expenditures permitted to be made during any fiscal year which were not so made to the immediately following fiscal year.

Section 19. Financial Statements, Certificates and Other Information. The Company will deliver to the Trustee and, with the exception of the schedules referred to in paragraph (f)(ii), to the Lessee:

- (a) As soon as practicable and, in any event, within ninety (90) days after the end of each fiscal year of the Company, consolidated balance sheets of the Black & Veatch Group, as at the end of such fiscal year, and consolidated statements of income, statements of changes in financial position and statements of stockholders' equity of the Black & Veatch Group, for the fiscal year then ended and each setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, reflecting year-end adjustments and certified by the chief financial officer of each, and a report and unqualified opinion of the Black & Veatch Group's independent accountants (who shall be satisfactory to the Lessee), which report and opinion shall have been prepared in accordance with generally accepted auditing standards;

- (b) As soon as practicable and, in any event, within forty-five (45) days after the end of each of the first three (3) quarters during each fiscal year of the Black & Veatch Group, a consolidated balance sheet of the Black & Veatch Group, as at the end of such quarter, and a consolidated statement of income, statement of changes in financial position and statement of stockholders' equity for the Black & Veatch Group, for the portion of the fiscal year then ended, each in reasonable detail and prepared in accordance with GAAP (subject to year-end adjustments), certified to the Lessee by the chief financial officer of the Company;
- (c) As soon as practicable and, in any event, within ten (10) days after the issuance thereof, copies of such other financial statements and reports as the Black & Veatch Group shall prepare;
- (d) With reasonable promptness, such other financial information as the Lessee may reasonably request (including, without limitation, annual reports to be filed with the National Association of Insurance Commissioners);
- (e) Notice of any Event of Default or any event or occurrence which, after the giving of notice and/or lapse of time, would become an Event of Default; and
- (f) Together with the financial statements required by subsection (a) and (b) hereof, (i) a Compliance Certificate, certified to the Lessee by the chief financial officer of Holding, certifying that the Black & Veatch Group is in compliance with each covenant set forth in this Appendix I and (ii) backlog schedules for major projects, as of the date of such Certificate.

Section 20. ERISA Notices. The Company shall:

- (a) Furnish promptly to the Lessee a copy of any notice of termination of a Guaranteed Pension Plan required to be sent to the Pension Benefit Guaranty Corporation and a copy of any notice, report or demand sent or received by or with respect to a Guaranteed Pension Plan pursuant to Sections 4041, 4041A, 4042, 4043, 4062, 4063, 4065, 4066 or 4068 of ERISA or under subtitle E of Title IV of ERISA.
- (b) Furnish promptly to the Lessee a copy of all Forms 5500, Forms 5500-C and/or Forms 5500-R relating to a Guaranteed Pension Plan, together with all attachments thereto, including any actuarial statement relating to a Guaranteed Pension Plan required to be submitted under Section 103(d) of ERISA.
- (c) Furnish the Lessee with copies of any request for waiver from the funding standards or extension of the amortization periods required by Sections 303 and 304 of ERISA or Section 412 of the Internal Revenue Code of 1986, as amended, with respect to any Guaranteed Pension Plan no later than the date on which the request is submitted to the Department of Labor or the Internal Revenue Service, as the case may be.

- (d) Promptly notify the Lessee of any “complete withdrawal,” “partial withdrawal” or “reorganization” as such terms are defined in ERISA, with respect to any pension plan as deemed in Section 3(37) of ERISA.
- (e) With respect to any Guaranteed Pension Plan, promptly notify the Lessee upon the occurrence of any “Reportable Event” as defined in ERISA.

Section 21. Defaults under Other Indebtedness. No member of the Black & Veatch Group shall default (as principal or guarantor or other surety) in the payment of any principal of, premium, if any, or interest on any Indebtedness in respect of borrowed money or credit received (other than indebtedness not exceeding \$10,000,000 in aggregate principal amount) or shall default in the performance of or compliance with any other obligation contained in any agreement or instrument evidencing or securing such Indebtedness, if such default gives to the holder of such Indebtedness the right to accelerate such Indebtedness (whether or not the holder has, in fact, accelerated such Indebtedness), or the right to take action with respect to any collateral securing such Indebtedness, and if such default has continued for longer than the period of grace, if any specified therein.

Section 22. Indebtedness for Borrowed Money. Holding will not, nor will it permit any other member of the Black & Veatch Group to, issue, incur, assume, create or have outstanding any Indebtedness for Borrowed Money; *provided, however*, that the foregoing shall not restrict nor operate to prevent:

- (a) obligations of any member of the Black & Veatch Group owing in respect of the Credit Agreement and the Guaranty (as defined in the Credit Agreement);
- (b) obligations of Holding arising out of interest rate hedging agreements entered into with financial institutions in the ordinary course of business;
- (c) guaranties expressly permitted by Section 14 hereof;
- (d) indebtedness from time to time owing by Holding to any other member of the Black & Veatch Group or by any other member of the Black & Veatch Group to another member of the Black & Veatch Group, in each case arising as a result of intercompany loans and advances permitted by Section 14 hereof;
- (e) indebtedness outstanding under the Prior Credit Agreement which is paid and satisfied in full out of proceeds of the initial extension of credit under the Credit Agreement;
- (f) Netting and Pooling Arrangements with the European Cash Management Banks;
- (g) other indebtedness existing on the date of the Credit Agreement and described on Schedule 8.16 to the Credit Agreement, as reduced from time to time by repayments thereof;

- (h) other indebtedness in an aggregate amount not to exceed \$30,000,000 at any one time outstanding; and
- (i) the obligations of Holding owing to OPLA Holdings, L.L.C., as of the date of the Credit Agreement.

Section 23. Alternative Funded Debt Ratio. Holding will, at all times, maintain an Alternative Funded Debt Ratio for the Black & Veatch Group of not more than 3.0 to 1.0. As used in this Section 23, (a) “*Alternative Funded Debt Ratio*” shall mean the ratio of (x) Consolidated Funded Debt as of the last day of any fiscal quarter of Holding to (y) Consolidated EBITDA for the period of four fiscal quarters then ended, and (b) “*Consolidated Funded Debt*” shall mean and include, without duplication, all obligations of any member of the Black & Veatch Group of the following types, all determined on a consolidated basis in accordance with GAAP for the Black & Veatch Group: (i) obligations (whether recourse or nonrecourse) for Indebtedness for Borrowed Money or for the deferred purchase price of, or which have been incurred to finance the acquisition of, Property or assets other than current accounts payable, intercompany and/or Affiliates’ notes payable and loans in respect of any of the foregoing, (ii) obligations of the type described in clause (i) secured by any Lien or other charge upon Property or assets owned by any member of the Black & Veatch Group, even though no member of the Black & Veatch Group has assumed or become liable for the payment of such obligations, (iii) obligations payable over a period in excess of one year to purchase any Property or to obtain the services of another Person if the contract requires that payment for such Property or services be made regardless of whether such Property is delivered or such services are performed, (iv) Capitalized Lease Obligations and (v) to the extent that a letter of credit does not support an obligation of a member of the Black & Veatch Group already included in this definition of Consolidated Funded Debt or constitute a current account payable of such member or constitute a Documentary Letter of Credit, (x) 50% of all obligations in respect of outstanding Performance Standby Letters of Credit and (y) 100% of all obligations in respect of outstanding Financial Standby Letters of Credit.

Section 24. Alternative Fixed Charge Coverage Ratio. Holding will, as of the last day of each fiscal quarter ending of Holding, maintain the Alternative Fixed Charge Coverage Ratio for the Black & Veatch Group of not less than 1.15 to 1.0. As used in this Section 24, (a) “*Alternative Fixed Charge Coverage Ratio*” shall mean, for any period, the ratio of (i) Consolidated EBITDA for the four fiscal quarters of Holding then ended *plus* Consolidated Operating Lease Payments for the same four fiscal quarters then ended to (ii) Consolidated Fixed Charges for the same four fiscal quarters then ended, (b) “*Consolidated Operating Lease Payments*” shall mean, with reference to any period, the aggregate amount of payments required to be made by the members of the Black & Veatch Group during such period in respect of leases or similar arrangements classified as “operating leases” in accordance with GAAP, and (c) “*Consolidated Fixed Charges*” shall mean, with reference to any period and without duplication, the sum of (a) the aggregate amount of payments required to be made by the members of the Black & Veatch Group during such period in respect of principal on all Indebtedness for Borrowed Money (whether at maturity, as a result of mandatory sinking fund redemption, mandatory prepayment, acceleration or otherwise), plus (b) Interest Expense for such period, plus (c) the aggregate amount of payments required to be made by the members of the Black & Veatch Group during such period in respect of leases or similar arrangements (including without

limitation all payments required under operating leases and Capitalized Leases under which the members of the Black & Veatch Group are liable as lessee) plus (d) all federal, state and local taxes paid by the Company or Holding in cash.

Section 25. Alternative Consolidated Equity. Holding will, at all times during the periods set forth below, maintain Consolidated Equity for the Black & Veatch Group of not less than the sum (without duplication) of (i) \$153,424,200, plus (ii) 50% of Consolidated Net Income for the Black & Veatch Group for each calendar year (the “Step-Up”) ending on and after December 31, 2005, for which such Consolidated Net Income is a positive amount (i.e., there shall be no reduction to the amount of Consolidated Equity required to be maintained hereunder for any calendar year in which Consolidated Net Income is less than zero), such Step-Up shall take effect on each December 31. As used in this Section, “*Consolidated Net Income*” shall mean, for any period, the gross revenues of the Black & Veatch Group for such period, less all expenses and other proper charges (including taxes on income) but excluding any Extraordinary Losses and Extraordinary Gains determined for the Black & Veatch Group on a consolidated basis in accordance with GAAP.

Section 26. Intentionally Omitted.

Section 27. Maintenance of Subsidiaries. Neither the Company nor Holding shall assign, sell or transfer, nor shall they permit any Subsidiary to issue, assign, sell or transfer, any shares of capital stock or other equity interests of a Subsidiary thereof; *provided, however*, that the foregoing shall not operate to prevent (a) the issuance, sale and transfer to any person of any shares of capital stock of a Subsidiary solely for the purpose of qualifying, and to the extent legally necessary to qualify, such person as a director of such Subsidiary, or (b) any transaction permitted by Section 15 hereof.

Section 28. Additional Sublessees. Each Subsidiary or Affiliate that delivers a guaranty in connection with the Credit Agreement shall execute and deliver to the Lessee, within thirty (30) days after the date on which such Subsidiary or Affiliate becomes such a guarantor, a supplement or joinder agreement to the Sublease (and such other documentation and legal and corporate due diligence as the Lessee shall reasonably require, including, without limitation, certificates of officers of the Subsidiary or Affiliate and an opinion of counsel to such Subsidiary or Affiliate regarding the due authorization and enforceability of such supplement or joinder agreement) under and pursuant to which such Subsidiary or Affiliate agrees to become liable, jointly and severally, for all obligations, liabilities and responsibilities as a Sublessee thereunder and agrees to be bound by the terms and provisions thereof as if such Subsidiary or Affiliate had been a Sublessee as of the date of the original execution of the Sublease and such supplement or joinder agreement shall remain in effect and enforceable at all times during which such Subsidiary or Affiliate is obligated on such guaranty, *provided* that such supplement or joinder agreement may be terminated on the date on which any such guaranty executed by such Subsidiary or Affiliate is released in accordance with its terms.

Section 29. BV Solutions Transaction. Notwithstanding anything else in the Sublease or this Appendix I, (a) the Company and Holding may consummate the BV Solutions Transaction, (b) all references to BV Solutions as a Sublessee shall be deleted from the Sublease

and (c) BV Solutions shall be removed as a party to the Sublease automatically and without further action by any party, upon the satisfaction of the following conditions precedent:

- (i) the BV Solutions Transaction is consummated on commercially reasonable terms which are no less favorable to the Black & Veatch Group than would be usual and customary in similar transactions;
- (ii) upon the consummation of and after giving effect to the BV Solutions Transaction, no Event of Default, or event or condition which with the passage of time or the giving of notice would constitute an Event of Default, shall have occurred and be continuing; and
- (iii) the Trustee shall have received a certificate from the chief financial officer of Holding certifying that the foregoing conditions have been satisfied and attaching a transaction summary (covering such matters as are requested by Trustee) specifying the material details of the BV Solutions Transaction.

[End of Appendix I.]

Exhibit B

Form of Reaffirmation of Guaranty

(see attached)

REAFFIRMATION

The undersigned hereby acknowledges receipt of a copy of the Sixth Amendment to Sublease dated as of April 1, 1995 by and among Black & Veatch LLP, Black & Veatch Holding Company, and certain subsidiaries of Black & Veatch Holding Company (as, collectively, the “Sublessee”) and Southland-Overland Park Delaware Business Trust, as lessee (as amended, the “Sublease”) which Sixth Amendment is dated as of May __, 2005 (the “Amendment”). Capitalized terms used in this Reaffirmation and not defined herein shall have the meanings given to them in the Amendment. The undersigned reaffirms the terms and conditions of the Guaranty Agreement dated as of April 1, 1995 executed by Overland Property Investors, L.P., the obligations of which thereunder were subsequently assigned to, and assumed by, the undersigned, and acknowledges and agrees that such Guaranty Agreement remains in full force and effect and is hereby ratified and reaffirmed. All references to the Sublease contained in such Guaranty Agreement shall be a reference to the Sublease as so amended by the Amendment and the prior amendments thereto, and as the same may from time to time hereafter be further amended, modified or restated.

SOUTHLAND-OVERLAND PARK DELAWARE BUSINESS TRUST

By: _____
Wilmington Trust Company, not in its
individual capacity but solely as trustee