INDEX TO CLOSING DOCUMENTS
CROSSROADS ARENA

CLOSED JUNE 2, 1995
DOCUMENTS RECORDED JUNE 5, 1995

PARTICIPANTS

City of Buffalo	("City")
County of Erie	("County")
Erie County Industrial Development Agency	("ECIDA")
New York State Urban Development Corporation	("UDC")
Niagara Frontier Hockey LP	("NFHLP" or "Sabres")
Niagara Frontier Hockey Management Corp.	("NFHMC")
Crossroads Arena LLC	("CALLC")
Buffalo Sabres Concessions LLC	("BSCLLC")
Marine Midland Bank	("Marine")
Key Bank of New York	("Key")
Fleet Bank	("Fleet")
Shawmut Bank, N.A.	("Shawmut")
New York Sportservice Inc.	("Sportservice")

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AGREEMENT

made as of the _____ day of _____, 1995

between the OWNER:

CROSSROADS ARENA LLC
140 MAIN STREET
BUFFALO, NEW YORK 14202

and

the CONTRACTOR:

HUBER, HUNT & NICHOLS, INC.
2450 SOUTH TIBBS AVENUE
POST OFFICE 128
INDIANAPOLIS, INDIANA 46206

for the following **PROJECT:**

The Crossroads Arena, a major league sports facility of approximately seven hundred thousand (700,000) square feet, with a seat capacity of approximately twenty thousand (20,000) seats, located on approximately thirteen (13) acres in the City of Buffalo, New York, and bounded by Main Street, Perry Street, Baltimore Street and South Park Street thereof.

THE OWNER AND CONTRACTOR AGREE AS SET FORTH BELOW:

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ARTICLE 1 THE CONTRACT AND CONTRACT DOCUMENTS

1.1 The Contract for Construction (the "Contract") between the Owner and the Contractor is represented by the Contract Documents, and the Contract represents the entire and integrated agreement between the Owner and the Contractor relating to the Project, and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents consist of this Agreement, the Conditions of the Contract (General and other Conditions as may be issued or modified during the term of the Contract as agreed to by the Owner and Contractor), Drawings, Specifications, Affirmative Action/Equal Opportunity Hiring Plan (attached hereto as "Exhibit A"), Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, the Bidding Requirements and other documents made part of the Bid Packages, and Modifications issued after execution of this Agreement. The above documents are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contractor specifically acknowledges that the Project is subject to the requirements of the Affirmative Action/Equal Opportunity Hiring Plan, and the Contractor agrees to comply with the terms and

provisions thereof, and shall obligate the Subcontractors to comply with terms and provisions thereof, in the performance of the Work. An enumeration of the Contract Documents, other than Modifications, appears in Schedule 1.2. The terms and provisions of this Agreement shall supersede and govern over any conflicting or inconsistent terms or provisions contained in any other Contract Document, specifically including any conflicting terms or provisions of the General Conditions. Terms used in this Agreement which are not defined herein but are defined in any Contract Document shall have the meaning designated in such Contract Document.

ARTICLE 2 THE WORK OF THIS CONTRACT

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Notwithstanding anything to the contrary in the Contract Documents, the Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures for the performance of the Work.

2.2 The Contractor shall furnish only skilled and properly trained staff for the performance of the Work. The Contractor shall provide the names of the Contractor's key personnel who

will be performing the Work and who will be devoting substantial time to the Project on Schedule 2.2 attached hereto.

2.2.1 Such key personnel of the Contractor shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Contractor. If a key member of the Contractor's personnel no longer capable of performing in his or her designated capacity, the Owner and the Contractor shall agree on a mutually acceptable substitute.

2.2.2 During the performance of the Work, the Contractor shall keep a competent Project Manager at the Project site, fully authorized to act on behalf of the Contractor. Notice from the Owner or the Architect to such Project Manager in connection with defective Work, instructions for performance of the Work, and for all other purposes under the Contract Documents shall be deemed to be notice of such issues to the Contractor.

2.3 During the performance of the Work, the Contractor shall be entitled to rely on the accuracy of the Construction Drawings issued by the Architect, and all modifications, interpretations, clarifications or instructions issued by the Architect relating thereto, provided, however, that nothing contained herein shall alter the responsibilities of the Contractor described in Section 6.2.

2.4 Additional Services. The following Additional Services shall be performed by the Contractor during the progress of the Work upon authorization in writing from the Owner. The Owner shall reimburse the Contractor for all Reimbursable Costs of the Work (as described in Article 7) performed in connection with these additional services, plus a fee of six percent (6.0%) of such Reimbursable Cost of the Work. The Contractor shall include requisitions for payment for additional service in the appropriate Application(s) for Payment, and payment of amounts due the Contractor for such additional services shall be paid for as provided in Article 12.

2.4.1 Consultation on replacement of Work damaged by fire or other cause for which the Contractor is not responsible under the terms of the Contract Documents, and furnishing services in conjunction with the replacement of such Work.

2.4.2 Services made necessary by the default of a separate contractor of the Owner.

2.4.3 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding not otherwise described in the Contract Documents.

2.4.4 Recruiting or training maintenance personnel.

2.4.5 Inspections of, and services related to, the Project after Final Payment by the Owner.

2.5 Reduction of Services by Owner. The Contractor and Owner hereby expressly agree that the Owner may, upon mutual agreement between the Contractor and the Owner, and with seven (7) days written notice to the Contractor, reduce any portion of the Contractor's services (together with any rights, duties or obligations of the Contractor concomitant therewith) contemplated by the terms of the Contract Documents. The Contractor further agrees that any such reduction of services by the Owner shall not be grounds for termination of this Contract by the Contractor and that the Contractor shall perform the remainder of the Contractor's services pursuant to the terms of this Contract.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

3.1 The Contractor accepts the mutual relationship of trust and confidence established by this Agreement and the Contract Documents and covenants with the Owner to cooperate with the Owner's Representative and Architect and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner. The Contractor specifically agrees to furnish efficient business administration and supervision; to recommend to the Owner and to incorporate, upon the Owner's instructions, value engineering alternatives for the Work whenever feasible; to furnish an adequate supply of workers and materials; and to perform the Work using the highest industry standards applicable

to the Work and in the most expeditious and economical manner consistent with the interests of the Owner.

The Contractor shall provide information to, and communicate with, the Owner's Representative in a manner which allows the Owner's Representative to actively monitor the progress of the current Work as well as the schedule for installation and cost of future Work. Such information and communications shall be in such forms as are consistent with the applicable provisions of the General Requirements. Notwithstanding the above, the Contractor shall be obligated to communicate directly with the Executive Vice President of Arena, Inc. in instances where the Contractor believes that the progress of the Work or the Contractor's performance of its duties and obligations under the Contract Documents will be materially affected by (a) events or conditions that have occurred or exist, or that may be reasonably expected to occur or exist, or (b) the action or inaction of any person (including, but not limited to, any action or inaction on the part of the Owner's Representative) under the Contract Documents.

3.2 The Owner agrees to exercise its best efforts to assist the Contractor by timely (a) furnishing information required by the Contractor, (b) making decisions relating to the completion of the Work, and (c) making payments to the Contractor in accordance with the requirements of the Contract Documents.

3.3 Information and Services Required of the Owner.

3.3.1 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.3.2 Except as otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of the permanent structures or for permanent changes in the existing facilities.

3.3.3 Information or services under the Owner's control shall be furnished or secured, respectively, by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.3.4 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project (the "Owner's Representative"), and the Owner may change or substitute such Owner's Representative in the Owner's sole discretion. The Owner shall promptly notify the Contractor in writing of any change in or substitution of the Owner's Representative. The Owner's Representative shall examine documents submitted by the Contractor pursuant to the Contract Documents and shall render any applicable decision pertaining thereto promptly to avoid unreasonable delay in the progress of the Contractor's services or the

Work. Actions taken by the Owner's Representative shall be the acts of the Owner and the Contractor shall not be responsible for them.

3.3.5 The Owner shall retain an architect (the "Architect") whose services, duties and responsibilities shall be described in an Agreement between the Owner and the Architect. Except as otherwise specifically provided in this Agreement and in the Contract Documents, actions taken by the Architect as representative of the Owner shall be the acts of the Owner and the Contractor shall not be responsible for them.

3.3.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.3.7 The Owner shall furnish such legal, accounting and insurance counseling services as may be reasonably necessary for the Project.

3.3.8 The Owner shall furnish the Contractor a number of copies of construction documents necessary for the execution of the Work to be mutually agreed upon by the Owner and Contractor.

3.3.9 The Owner shall, at the request of the Contractor, furnish to the Contractor such evidence, in the Owner's reasonable judgment, sufficient to verify the Owner's closing of financing transactions sufficient to cover the Owner's expected obligations for payment

hereunder, and at reasonable times during the term of this Agreement at the Contractor's request, copies of certifications supplied by the Owner to Public Sector Participants and/or Private Sector Participants regarding the sufficiency of committed funds for completion of the Work.

3.3.10 The Owner shall require any party subject to the assignments noted in Sections 14.1 and 14.2 of the General Conditions to disclose to the Contractor reasonable evidence of the parties ability to pay for the work; otherwise Contractor is not obligated to perform its obligations.

The services, information and reports required by the above Subsections shall be furnished at the Owner's expense, and the Contractor shall be entitled to rely upon their accuracy and completeness. The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and in the Contract Documents.

ARTICLE 4 PROJECT CONSTRUCTION SCHEDULE, DATE OF COMMENCEMENT, DATE OF SUBSTANTIAL COMPLETION, AND INTERIM MILESTONES

4.1 Project Construction Schedule. The Contractor shall prepare a Project Construction Schedule and submit it to the

Owner for the Owner's approval prior to the Owner issuing a notice to proceed. The Project Construction Schedule shall be attached hereto as Exhibit B, and shall be based on the Critical Path Method, utilizing such scheduling specifications and software as provided in the Contract Documents.

4.2 Date of Commencement. The Contractor shall commence the Work on the date fixed in a notice to proceed issued by the Owner (the "date of Commencement").

4.3 Date of Substantial Completion. Except for those items of Work described on Schedule 4.3 which the Owner has determined as not critical to the opening of the Project for the 1996-1997 season of the National Hockey League, the Contractor shall achieve Substantial Completion of the entire Work not later than August 31, 1996 (the "date of Substantial Completion"). The date of Substantial Completion shall be adjusted, extended or modified only as provided in the Contract Documents. The Contractor and Owner agree that although the Work described on Schedule 4.3 does not have to be complete in order to achieve Substantial Completion under this Agreement, the Contractor nevertheless shall diligently pursue such Work without interruption and shall use all reasonable efforts within the Construction Schedule and Project Budget upon which the GMP is based to complete such Work by the date of Substantial Completion. The Owner and Contractor agree that ideally all of the items of Work described on Schedule

4.3 will be completed by the date of Substantial Completion; however, if this is not achievable this Section 4.3 establishes the Owner's priority of completion of the Work. The Owner and Contractor Agree that nothing in this Section requires the Contractor to use extraordinary measures not budgeted in the GMP (such as overtime, double shifting or double crewing) to achieve completion of the items of Work described on Schedule 4.3 by the date of Substantial Completion. The Owner and Contractor specifically agree that except with respect to the alteration of the deadline for completion of the items of Work described on Schedule 4.3, nothing in this Section shall relieve the Contractor from its obligations under this Agreement and the Contract Documents to complete such Work in a timely and efficient manner and in accordance with the Contract Documents, nor shall the Owner waive any rights it has under this Agreement and the Contract Documents with respect to the Contractor's performance of services with respect to items of Work described on Schedule 4.3 and timely completion thereof.

4.4 Interim Milestones. The Project Construction Schedule shall identify certain tasks which must be completed by a given date (an "Interim Milestone") in order to achieve the date of Substantial Completion. The Interim Milestones shall include various elements of the Work such as the delivery of materials and equipment, the commencement and completion of certain subcontracts, as well as the delivery of certain Owner-provided

items described in Section 3.3. Schedule 4.4 describes each Interim Milestone and its date of commencement and dates of completion. In the event the date of Commencement and/or date of Substantial Completion is or are adjusted, extended or modified, the date of commencement and/or date of completion, or date of delivery, as appropriate, of each Interim Milestone affected by such adjustment, extension or modification shall itself be adjusted, extended or modified upon the mutual consent of the Contractor and the Owner, which consent shall not be unreasonably withheld.

ARTICLE 5 CONTRACT SUM, CONTRACTOR'S FEE, GUARANTEED MAXIMUM PRICE, AND SAVINGS

5.1 The Contract Sum. The Owner shall pay the amount of the Contract Sum to the Contractor in current funds for the Contractor's performance of the Contract. The Contract Sum, as adjusted pursuant to applicable provisions of the Contract Documents, shall equal the sum of (a) the Reimbursable Cost of the Work as defined in Article 7, (b) the amount of all Allowances as described in Section 5.2 below, and (b) the Contractor's Fee, as described in Section 5.3, below.

5.2 Allowances. The amount of each allowance shall be included in the Contract Sum.

5.2.1 Contractor's Duties for Allowance Items. With respect to each Allowance item described in Schedule 5.2, the Contractor shall:

5.2.1.1 assist the Architect, Owner's Representative and Owner in determining qualified suppliers or installers;

5.2.1.2 obtain proposals from suppliers and installers when specified and requested by the Architect or Owner's Representative;

5.2.1.3 make appropriate recommendations for consideration of the Architect; and

5.2.1.4 notify the Architect and the Owner's Representative promptly of:

5.2.1.4.1 any reasonable objections Contractor may have against any supplier, or party under consideration for installation; and

5.2.1.4.2 any effect on the Construction Schedule anticipated by selections under consideration.

5.2.2 Allowance Amounts. The amount of each Allowance under the Contract for Work specified in the respective section of the Specifications shall be as described in Schedule 5.2, and shall have such inclusions and exclusions as described in Section 3.8 of the General Conditions.

5.2.3 Contingency Allowance. The Contractor shall utilize the Contingency Allowance described in Schedule 5.2

only for the payment of Reimbursable Cost of the Work, as described in Article 7 hereof. The amount of the Contingency Allowance described on Schedule 5.2 shall be increased by (x) the amount by which each estimated subcontract amount as described in the Contractor's March 27, 1995 GMP budget presentation (attached hereto as Schedule 1.2), exceeds (y) the actual amount of the subcontract award obtained by the Contractor for each such subcontract. In no event shall the GMP be increased if the actual subcontract award obtained by the Contractor exceeds the Contractor's estimate for such subcontract contained within the Contractor's March 27, 1995 GMP budget presentation.

5.3 The Contractor's Fee. The Contractor hereby agrees that the Contractor's Fee for performance of the Contract shall be equal to Two Million Nine Hundred Ninety-Five Thousand Dollars ($2,995,000.00). The Contractor's Fee consists of the Contractor's estimate of the sum of (a) the direct wages and/or salaries, and mandatory and customary contributions and benefits related thereto (such as employment taxes and other statutory employee benefits, insurance, sick leave, holiday leave, vacations, pensions, bonuses, company-provided vehicles or cash allowances) (collectively, "Direct Personnel Expense" as further defined in Section 8.1) for the Contractor's employees (excluding foremen and tradesmen) directly engaged in the construction of

the Project, (b) cost-or-living expenses and out-of-town travel expenses for the Contractor's employees directly engaged the performance of the Work, (c) the Contractor's non-direct, home office general and administrative overhead, including accounting functions, home office rental and utilities, officer's Direct Personnel Expense, computer equipment and software, and other home-office costs and expenses not incurred directly in the performance of the Work, and (d) the Contractor's profit for performance of the Work. Any amount by which (x) the sum of the costs, charges or expenses described above actually incurred by the Contractor in performing the Work exceed, (y) the estimate thereof used by the Contractor to determine the Contractor's Fee, shall not be considered a Reimbursable Cost of the Work; accordingly, any such excess amount shall not be charged by the Contractor against the Contingency Allowance, nor included in any other Allowance, nor shall the amount of any such excess be otherwise reimbursed by the Owner to the Contractor. The Contractor's Fee shall only be adjusted as described below:

5.3.1 Adjustment of Contractor's Fee for Cost Overruns. If, due to Changes in the Work, the sum of (a) the actual final Reimbursable Cost of the Work (as described in Article 7), plus (b) the Contractor's Fee prior to any adjustment (the sum of (a) and (b) to be referred to as the "Final Cost"), exceeds one hundred five percent (105%) of the Guaranteed Maximum Price described in Section 5.4 (the

amount of such excess to be referred to as the "Final Cost Overrun"):

5.3.1.1 the Owner shall reimburse the Contractor for the Contractor's reasonable staff costs, as described in clauses (a) and (b) of Section 5.3 above, incurred in performing such Changes in the Work relating to the Final Cost Overrun in an amount to be agreed upon by the Owner and Contractor, and

5.3.1.2 that portion of the Contractor's Fee as described in clauses (c) and (d) of Section 5.3 shall be increased by an amount equal to the product obtained by multiplying (x) the amount of the Final Cost Overrun, and (y) one and eight-tenths percent (1.8%).

5.3.2 Adjustment of Contractor's Fee for Reductions of Services. If, due to the reduction of the Contractor's services by the Owner as provided in Section 2.5, the sum of (a) the actual final Reimbursable Cost of the Work (as described in Article 7) that the Contractor is required to perform after such reduction of the Contractor's services, plus (b) the Contractor's Fee prior to any adjustment (the sum of (a) and (b) to be referred to as the "Final Cost"), is less than ninety-five percent (95%) of the Guaranteed Maximum Price described in Section 5.4, the Contractor's Fee shall be reduced by an amount equal to the sum of:

5.3.2.1 the Contractor's reasonable staff costs, as described in clauses (a) and (b) of Section 5.3

above, saved by the Contractor relating to the Work the Contractor no longer has to perform due to such reduction of the Contractor's services, in an amount to be agreed upon by the Owner and Contractor; and

5.3.2.2 one and eight-tenths percent (1.8%) multiplied by the Reimbursable Cost of the Work which the Contractor no longer has to perform (as determined according to the schedule of values to be supplied by the Contractor) due to such reduction of the Contractor's services.

Notwithstanding anything to the contrary contained in this Subsection, and except for reductions of the Contractor's fee as provided under Article 15, the Contractor's fee shall not be reduced under this Subsection 5.3.2 for a reduction of the Contractor's services pursuant to Section 2.5 to less than two million seven hundred thousand dollars ($2,700,000.00).

5.4 Guaranteed Maximum Price. The sum of the Reimbursable Cost of the Work (as described in Article 7), the Contractor's Fee and Allowances is guaranteed by the Contractor not to exceed **EIGHTY FOUR MILLION THREE HUNDRED FIFTY THOUSAND ONE HUNDRED EIGHTY DOLLARS** ($84,350,180.00) (hereinafter referred to as the "Guaranteed Maximum Price", or "GMP"). The GMP represents the cost of the Work as a whole, and does not represent the cost of any individual line item described in the GMP. The GMP shall

only be adjusted for cost additions and/or deductions associated with Change Orders or Construction Change Directives as provided in the Contract Documents, or for Savings or Cost Reductions (as provided in Section 5.5, below). All costs (other than costs associated with Change Orders and Construction Change Directives) which would cause the Contract Sum to exceed the GMP (as may be adjusted pursuant to the Contract Documents) shall be paid by the Contractor without reimbursement by the Owner.

5.4.1 The GMP (as defined in Section 5.4 above) includes the alternates described in Schedule 5.4.1.

5.4.2 The GMP does not include the alternates described in Schedule 5.4.2, and the Owner may accept each such alternate after the execution of this Agreement by the date indicated in Schedule 5.4.2 for acceptance thereof. If the Owner accepts any alternate described on Schedule 5.4.2 after execution of this Agreement and before the deadline for such alternate, any increased cost relating thereto shall be added as a Change Order, and any decrease in cost relating thereto shall be treated as a Cost Reduction (as described Section 5.5 below).

5.4.3 The GMP includes the allowances described on Schedule 5.2. In the event the Owner, pursuant to the terms of the Contract Documents, reduces the services of the Contractor that would include all or a portion of any allowance, the GMP shall be reduced by the amount of such partial or full allowance.

5.5 Savings and Cost Reductions. The Project has been bid and the GMP formulated as a tax-exempt Project; consequently, the GMP does not include any amount or allowance for taxes from which the Project is exempt. The term "Savings" shall mean the amount by which the GMP (minus the Contractor's Fee) exceeds the Reimbursable Cost of the Work. Savings shall also include unutilized portions of contingencies and amounts realized as the result of underruns of allowances. Savings shall not include "Cost Reductions". The term "Cost Reductions" shall mean reductions of the GMP as a result of the Owner's acceptance of deductive alternatives listed in Schedule 5.4.1, and all amounts realized as the result of changes in scope, or other Changes to the Work pursuant to Change Orders or Construction Change Directives.

5.5.1 The Contractor shall, not less than monthly, consult with the Owner and/or the Owner's Representative and issue a report to the Owner comparing the GMP for the scope of the Work on a total and line-item by line-item basis, against current projected cost to complete the Work (which shall include bid prices, Reimbursable Cost of Work in progress, cost to complete unfinished Work, and actual Reimbursable Cost of Work completed) (the "Projected Savings Report").

5.5.2 Determination of Projected Savings. Projected Savings shall exist if the Projected Savings Report shows that the aggregate of the line items in the GMP for Work

then in progress exceeds the aggregate of the sum of the cost of Work in progress and the cost to complete unfinished Work.

5.5.3 Determination of Actual Savings. Upon completion of the final accounting for the Project as described in the Contract Documents, the Owner, after consultation with the Contractor, shall determine the existence and extent of Actual Savings. Actual Savings (if any) shall exist if the sum of: (a) the amount by which the aggregate of the line items in the GMP for completed Work exceeds the actual Reimbursable Cost of Work as detailed in the final accounting; plus (b) the amount of all contingencies not utilized by the Contractor for the completed Work; and (c) the amount of all allowances not expended by the Contractor for the completed Work; exceed $0.00.

5.5.4 Application of Savings. Upon completion of the final accounting for the Project and determination of Actual Savings described above, the Owner shall place Actual Savings into a reserve account (the "Actual Savings reserve account"). Neither the Contractor nor the Owner shall receive any proceeds from the Actual Savings reserve account until the later of (a) the date of final payment, or (b) the date that counsel for the Owner and counsel for the Contractor certify in writing that all claims, actions, proceedings and disputes relating to the Work have been resolved. The Owner and the Contractor shall share in the

proceeds of such Actual Savings reserve account after the later of the dates immediately described above, as follows:

5.5.4.1 the Contractor shall receive the first One Hundred Thousand Dollars ($100,000.00) of proceeds in the Actual Savings reserve account;

5.5.4.2 seventy-five percent (75%) of the remainder of the proceeds in the Actual Savings reserve account (after the application of Subsection 5.5.4.1) inure to the benefit of the Owner; and

5.5.4.3 the remainder of the proceeds in the Actual Savings reserve account (after the application of Subsections 5.5.4.1 and 5.5.4.2) shall be paid to the Contractor as an additional fee.

5.5.5 Determination Cost Reductions. The Contractor shall, not less than monthly, consult with the Owner and/or the Owner's Representative and issue a report describing the existence and extent of Cost Reductions. Cost Reductions shall be determined by (a) comparing the actual Reimbursable Cost of the Work that has been reduced by (i) a Change Order, or (ii) a Construction Change Directive that the Owner and the Contractor have agreed upon price but that has not been converted to a Change Order, with the budgeted cost of such Work, (b) identifying the portion of any contingency that has not been utilized, or (c) identifying the amount of any underrun of an allowance.

5.5.6 Application of Cost Reductions. Once a Cost Reduction has been determined pursuant to the provisions of Section 5.5.5, a Change Order in the amount of such Cost Reduction shall be prepared and shall be used to reduce the GMP.

ARTICLE 6 CHANGES IN THE WORK

6.1 Changes in the Work. The Owner may make Changes in the Work pursuant to Change Orders and Construction Change Directives as provided in the Contract Documents. The Contractor shall be reimbursed for Changes in the Work on the basis of Reimbursable Cost of the Work as defined in Article 7. The GMP shall be adjusted for Changes in the Work as provided in Section 5.4, and the Contractor's Fee for Changes in the Work shall be adjusted as set forth in Section 5.3.

6.2 Conditions not Constituting Changes in the Work. The Owner and Contractor acknowledge that the Drawings and Specifications that are part of the Contract Documents serve as the basis for the Guaranteed Maximum Price, and that such Drawings and Specifications may not be complete, and may not be fully coordinated amongst themselves.

6.2.1 The Contractor specifically acknowledges that there may be items of Work either shown on drawings, in

specifications, or described in allowances for construction, which may conflict with applicable laws, regulations, ordinances or codes, or with local building practices, the provisions of previously executed Subcontractor contracts, or Shop Drawings submitted in connection with completed Work or Work in progress. To the extent the Contractor either knows or reasonably should know that any of the above conflicts exist, the Contractor hereby accepts responsibility for notifying the Owner, the Architect, and, where appropriate, a Subcontractor, within a reasonable period of time to enable the parties to avoid the necessity for Change Orders or costs which could be avoided by early and corrective action. Nothing contained herein shall alter the responsibility of the Architect to prepare a complete set of fully coordinated drawings in accordance with all applicable laws, regulations, codes and ordinances.

6.2.2 It is intended that all mechanical, electrical and other building systems and components will be complete and in proper operation, upon completion of the Work. The Contractor acknowledges that there may be items of Work that are necessary and normally required for the proper operation of such systems, or to complete otherwise incomplete construction, that may be missing from the Contract Documents and that can be reasonably inferred from the Contract Documents (hereinafter, "Inferred Systems"). Any such Inferred Systems shall be of the same quality as

(but not greater quality than) the systems they operate or into which they are incorporated. The Contractor agrees that any such item of Inferred Systems shall be supplied by the Contractor at no additional cost to the Owner, and without any increase in the Contract Sum or extension of the Contract Time.

ARTICLE 7 REIMBURSABLE COST OF THE WORK

The term "Cost of the Work" shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Owner shall reimburse the Contractor for all Cost of the Work described in this Article 7. Such costs shall be reimbursed by the Owner at rates not higher than the standard paid at the place of the Project, except as otherwise provided in the Contract Documents.

7.1 General Requirements Work. The Reimbursable Cost of the Work shall include General Requirements Work, as defined in and attached hereto as Exhibit C, and the actual cost of trade labor performed in conjunction therewith, provided, however, that the Owner shall not be required to reimburse the Contractor for amounts expended by the Contractor under this Section 7.1 to the extent such amounts would cause the GMP to be exceeded.

7.2 Work Directly Undertaken by the Contractor. If, pursuant to applicable provisions of the Contract Documents and with the Owner's prior written consent, the Contractor performs Work (other than Work described in Section 7.1, above), with the Contractor's own forces, the Owner shall reimburse the Contractor for the Reimbursable Cost of such Work performed by the Contractor.

7.3 Subcontract Costs. The Owner shall pay the Contractor for all Subcontractor Work in accordance with the Contract Documents, and the Contractor shall thereafter promptly make payment to the Subcontractors in accordance with the requirements of the Contract Documents and the subcontracts.

7.4 Costs of Materials and Equipment Incorporated in the Completed Construction. The Owner shall reimburse the Contractor for purchase orders for the cost of materials and equipment incorporated in the Work as described below:

7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed Work.

7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the Project site upon the completion of

the Work or, at the Owner's option, shall be sold by the Contractor, and amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of Work.

7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items. The Owner shall reimburse the Contractor for the costs and expenses described below:

7.5.1 The cost of materials and equipment that are provided by the Contractor at the Project site and fully consumed in the performance of the Work, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and the cost of hand tools not customarily owned by construction workers. If such items are not fully consumed in the performance of the Work, the salvage value of such items shall be deducted from their cost, whether the items are sold to others or retained by the Contractor. If an item described in this section has been previously used by the Contractor, the cost of such item shall mean the item's fair market value.

7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the Project site, whether rented from the Contractor or others, and costs of transportation, installation, minor

repairs and replacements, dismantling and removal thereof. Notwithstanding anything to the contrary, the rates for rental of any items described in this Section shall not exceed 75% of the applicable monthly rate (or pro rata portion thereof for rental periods of less than a month) published in the 1994 Edition of the A.E.D. Bluebook.

7.5.3 Costs of removal of debris from the Project site.

7.5.4 Costs and expenses of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service, telefax charges, office supplies, office furnishings, cost of insuring the contents of Project site office, utility costs, cost of computer and data processing equipment and data processing services at the Project site office and reasonable petty cash expenses of the Project site office.

7.5.5 Subject to the prior written consent of the Owner, that portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties in connection with the performance of the Work.

7.5.6 Subject to the prior written consent of the Owner, the costs of premiums for bonds obtained by the Contractor and for all insurance obtained by the Contractor pursuant to the Contract Documents;

7.5.7 Costs and expenses of remedying, repairing or replacing Work that suffers a loss or damage not covered or reimbursed by insurance, to the extent:

7.5.7.1 the aggregate of such costs and expenses for each incident do not exceed $50,000.00;

7.5.7.2 the reimbursement of such cost or expense does not cause the GMP to be exceeded;

7.5.7.3 the cost or expense sought to be reimbursed does not consist of a cost or expense of remedying, repairing or replacing Work that is negligently performed or that is performed using faulty, inadequate or defective workmanship, construction, materials or repair; and

7.5.7.4 the cost or expense sought to be reimbursed does not consist of the first $5,000.00 of any claim the Contractor or a Subcontractor is required to assume and pay under Section 10.3 of the General Conditions.

If the Contractor is reimbursed any amount under the provisions of this Section 7.5.7: (a) the Contractor shall be obligated to pursue, and the Contractor shall obligate the Subcontractors to pursue, any claim, action or proceeding that may be brought by the Contractor or a Subcontractor in connection with reimbursing or making whole the Contractor or Subcontractor for such loss or damage, and the Contractor shall reimburse the Owner from the proceeds

of any such successful claim, action or proceeding the amount of any previous reimbursement of the Contractor by Owner less the Contractor's reasonable attorney fees and costs of collection; and (b) the Contractor shall assist, and the Contractor shall obligate the Subcontractors to assist, the Owner in pursuing any claim, action or proceeding that may be brought by the Owner in connection with reimbursing or making whole the Owner for such loss or damage.

7.6 Miscellaneous Costs. The Owner shall reimburse the Contractor for the miscellaneous costs described below:

7.6.1 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for direct purchases by the Contractor for which the Contractor is liable, provided, however, the Owner shall not reimburse the Contractor for any sales, use or similar taxes from which the Project, or purchases made in connection with the Project, are exempt due to the tax-exempt nature of the Project, or of any Public Sector Participant.

7.6.2 Fees and assessments for any building permit and for other permits, licenses and inspections, utility service charges and utility license fees for which the Contractor is required by the Contract Documents to pay.

7.6.3 Fees of testing laboratories for tests required of the Contractor by the Contract Documents, except those

related to defective or nonconforming Work for which reimbursement is excluded by provisions of the Contract Documents.

7.6.4 Royalties, license fees, permit fees, tests, and damages for infringement of patents and costs for defending suits therefor if any such expense is incurred by the Contractor due to the Contractor's use of a particular design, process or product of a manufacturer that is specified by the Architect in the Construction Drawings, or any clarification, interpretation or modification thereof, or by the terms of the Contract Documents, and the Contractor has used such design, process or product in conformance therewith. The amount of any such reimbursement shall not be considered as part of the GMP.

7.7 Other Costs. The Owner shall reimburse the Contractor for costs incurred in the performance of the Work not previously described in this Section 7 if approved in advance in writing by the Owner.

7.8 Emergencies. The Owner shall reimburse the Contractor for Cost of the Work described in Sections 7.1 through 7.7, inclusive, which are incurred by the Contractor in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

ARTICLE 8 NON-REIMBURSABLE COSTS AND EXPENSES

The Owner shall NOT reimburse the Contractor for Costs of the Work unless they are specifically described in Article 7. Additionally, the Owner shall NOT reimburse the Contractor for any costs that would cause the GMP, as may be adjusted pursuant to the provisions of the Contract Documents, to be exceeded, whether or not such costs are considered Costs of the Work. Specific Costs of the Work that the Owner shall NOT reimburse the Contractor include the following:

8.1 The Contractor's Direct Personnel Expense. Except for reimbursement of the Contractor's Direct Personnel Expense in cases of adjustment of the Contractor's fee as provided in Section 5.3.1.1, and for the inclusion of the Contractor's Direct Personnel Expense in the Contractor's Fee as provided in clause (a) of Section 5.3, the Owner shall NOT reimburse the Contractor for the Contractor's Direct Personnel Expense incurred during the term of this Agreement. The term "Direct Personnel Expense" shall mean the wages and/or salaries, plus mandatory and customary employee contributions and benefits related thereto (such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, bonuses, company-provided vehicles or cash allowances), for each of the Contractor's employees (excluding foremen and tradesmen) directly engaged in the construction of the Project.

8.2 The Contractor's Overhead. The Owner shall NOT reimburse the Contractor for the Contractor's general and administrative overhead expenses (including, for example, accounting, home office rental and utilities, computer equipment and software) incurred at the Contractor's home office during the term of this Agreement.

8.3 Capital and Rental Expenses. The Owner shall NOT reimburse the Contractor for the Contractor's capital expenses, including interest on the Contractor's capital employed in the Work, nor for any rental expenses incurred by the Contractor except as specifically provided in Section 7.5.2.

8.4 Errors and Omissions. Except as otherwise specifically provided in Section 7.5.7 of this Agreement or Section 10.3 of the General Conditions, the Owner shall NOT reimburse the Contractor for any costs incurred or expenses relating to any error, omission, mistake, inaccuracy, fault or negligence of the Contractor, Subcontractors, consultants or agents of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts for prompt payment shall accrue to the Owner to the extent the construction cost relating thereto is paid directly by the Owner or from amounts advanced by the Owner to the Contractor for payment. To the extent the construction cost relating to a cash discount is paid with funds of the Contractor, such cash discounts shall accrue to the Contractor. The Contractor shall notify the Owner, in advance, of the existence of any opportunity for cash discounts for prompt payment. All trade discounts, rebates and refunds, and all returns for sales of surplus materials and equipment, shall be credited against the Reimbursable Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

10.1 Subcontract Bids. Except as otherwise agreed to in writing in advance by the Owner, the Contractor shall cause to be provided through subcontracts all labor, materials and services required to complete the Work. Unless otherwise agreed to in writing in advance by the Owner, all subcontracts shall be competitively bid. The Contractor shall use its best efforts to obtain a minimum of three (3) bids from Subcontractors, and from suppliers of materials or equipment, for each item of Work bid.

Such bids shall be opened privately and reported in a manner acceptable to the Owner. Promptly upon opening bids the Contractor shall prepare and deliver to the Owner an analysis of the bids received and the Contractor's recommendation for award. In accordance with Section 4.2 of the General Conditions, the Owner will then determine, with the advice of the Contractor, which bids will be accepted. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids.

10.2 Subcontract Payment Provisions. Subcontracts or other agreements shall conform to the payment provisions of Sections 12.6 and 12.7 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

10.3 Bid Packages. The Contractor shall provide all documents necessary to supplement the Contract Documents issued by the Architect for bidding, other than design information which is the contractual responsibility of the Architect, in order to produce "bid packages" for the subcontracts. The documents supplied by the Contractor for the bid packages shall contain all information necessary to result in the completion of that portion of the Work represented in such bid package in accordance with the Contract Documents and shall be correct, without omissions, contradictions or ambiguities. Notwithstanding the foregoing, and except as provided in Section 6.2, the Contractor's obligation to prepare complete bid packages, as discussed above,

shall not make the Contractor responsible for any errors, omissions or mistakes of the Architect contained in the Contract Documents or drawings issued by the Architect for inclusion in any bid package. The bid packages shall be in the form, and shall be designed to be issued during the Contract Time according to the requirements of Schedule 10.3. The Contractor shall consult with the Owner and the Architect on alternatives, value engineering proposals, unit prices, and other special requirements to be incorporated in the bid packages, including requirements with respect to affirmative action, and incorporate such requirements as may be directed by the Owner.

10.4 Subcontract Phased Notice to Proceed. The Owner may direct the Contractor to include provisions in its contracts with Subcontractors that require the Owner's prior written approval before a Subcontractor proceeding on certain phases of the Work (each such approval shall be call a "Phased Notice to Proceed"). It is understood and agreed that a Phased Notice to Proceed may be required with respect to an entire contract with a Subcontractor or with respect to certain elements or tasks contained therein. If the Owner directs the Contractor to include Phased Notice to Proceed provisions in any contract with a Subcontractor the Contractor shall advise the Owner as to the scope and cost of each such phase of Work, the date by which a Phased Notice to Proceed must be given by the Owner in order to

avoid a delay to the Critical Path of the Project Construction Schedule, and the cost, if any, to the Owner if the Owner fails to grant a Phased Notice to Proceed and the subcontract is terminated. It is expressly understood by the Owner that a delay or failure to provide a Phased Notice to Proceed in a timely manner may affect the GMP and the date of Substantial Completion.

ARTICLE 11 ACCOUNTING RECORDS

11.1 The Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial management under this Contract, and all such records shall be in accordance with generally accepted accounting principles. The Contractor shall describe its accounting and control systems used with respect to the Project and the Work, and provide evidence that such accounting and control systems are in accordance with generally acceptable accounting principles, and such accounting and control systems shall be reasonably satisfactory to the Owner. At times to be mutually agreed upon by the Owner and Contractor, the Owner and the Owner's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project and this Contract, and the Contractor shall preserve all such information for a period of six (6) years

after final payment, or for such longer period as may be required by law.

11.2 If any inspection by the Owner of the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other data relating to this Contract reveals an overcharge that, but for the Contractor's gross negligence, the Contractor should have identified, including, without limitation, any untimely request for payment, the Contractor shall pay the Owner upon demand an amount equal to the amount of the overcharge plus interest thereon (at the rate described in Section 14.8 and determined from the date of payment of the overcharge by the Owner), as reimbursement for said overcharge and the administrative expenses incurred in determining the overcharge.

ARTICLE 12 PROGRESS PAYMENTS AND APPLICATIONS FOR PAYMENT

12.1 Based upon Applications for Payment and all supporting documents submitted to the Owner by the Contractor and subsequent Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. No payments under this Contract shall be made to the Contractor prior to the date of Commencement.

12.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

12.3 Provided: (i) an acceptable Application for Payment is received by the Owner not later than the fifth (5th) day of the month; (ii) the Contractor delivers to the Owner the Contractor's and applicable Subcontractors' partial lien waivers, in a form acceptable to the Owner, within twenty (20) days of the last date of payment by the Owner; and (iii) the Owner receives from the Architect a Certificate for Payment relating to such Application for Payment as provided in the General Conditions, then the Owner shall make payment to the Contractor not later than thirty (30) days after the Architect issues a Certificate for Payment in the amount indicated in the Certificate for Payment. The Owner shall not be required to pay more than one Certificate for Payment in any one calendar month.

12.4 With each Application for Payment the Contractor shall submit payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the periods covered by the present Application for

Payment; plus (4) any additional retainage required by the Contract Documents.

12.5 Applications for Payment.

12.5.1 Each Application for Payment shall be based upon the schedule of values indicated in Schedule 12.5, the calculation of the Contractor's Fee, the actual costs incurred under the Reimbursable Cost of the Work, and the costs incurred (as evidenced by invoices) under General Requirements Work. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. This information shall be prepared by the Contractor in such form and supported by such data to substantiate its accuracy as the Owner or Architect may reasonably require, including, but not limited to, Subcontractor invoices for Work performed for such period. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment, and shall be regularly updated (but in no event less than once each month) by the Contractor to reflect actual Reimbursable Cost of the Work performed as such costs are submitted by the Subcontractors to the Contractor, or as such actual costs become known to the Contractor.

12.5.2 Each Application for Payment submitted by the Contractor shall include the sum of the following:

12.5.2.1 the General Requirements Work described in Section 7.1 completed in the period covered by such Application for Payment;

12.5.2.2 the Reimbursable Cost of the Work directly performed by the Contractor's own forces as described in Section 7.2 during the period covered by such Application for Payment, less retainage of ten percent (10%). If the Contractor has performed any Work with the Contractor's own forces, the Contractor shall submit all information required of Subcontractors for payment, and shall be subject to all terms and conditions placed on Subcontractors regarding payment (including retainage) as described in Section 12.6 and elsewhere in the Contract Documents;

12.5.2.3 the Contractor's Fee for the period covered by such Application for Payment, which shall equal the sum of (a) one-twenty fourth of the Contractor's Fee (excluding the Contractor's profit, as described in clause (d) of Section 5.3), and (b) the Proportionate Contractor's Profit less retainage of ten percent (10%). The Proportionate Contractor's Profit shall be the amount which equals the product of the percentage completion of the Work certified by the Architect, multiplied by the Contractor's profit described in clause (d) of Section 5.3;

12.5.2.4 the Reimbursable Cost of the Work performed by Subcontractors during the period covered by such Application for Payment, which shall equal the percentage completion certified by the Architect pursuant to the provisions of the Contract Documents for each portion of the Work included in such Application for Payment, less retainage of ten percent (10%). Such percentages of completion shall be compared to the monthly update of the Project Construction Schedule attached hereto as Exhibit B. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute may be included if so approved in writing by the Owner, even though the GMP has not yet been adjusted by Change Order; and

12.5.2.5 the reimbursable cost of materials and equipment incorporated in the completed construction as described in Sections 7.4 and 7.5 during the period covered by such Application for Payment, less retainage of ten percent (10%).

12.5.3 Each progress payment shall equal the sum of the items described in Section 12.5.2, above, less the following:

12.5.3.1 the aggregate amount of previous progress payments made by the Owner;

12.5.3.2 the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and

12.5.3.3 the shortfall, if any, for which the Owner or Architect has withheld or nullified a Certificate for Payment as provided in the General Conditions.

12.6 Subcontractors' Payments. Except with the Owner's prior written approval, payments to Subcontractors included in the Contractor's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

12.6.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of ten percent (10%).

12.6.2 Subtract the aggregate amount of previous payments made by the Contractor to the Subcontractor.

12.6.3 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

12.6.4 The Owner may, in its sole discretion, upon Substantial Completion of the Work, or, in the case of a Subcontractor who has completed its Work prior to Substantial Completion of the entire Work, reduce or release the retainage of any such Subcontractor.

12.6.5 The Subcontract Sum is the total amount stipulated in the subcontract to be paid by the Contractor to the Subcontractor for the Subcontractor's performance of the subcontract.

12.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Owner acknowledges that during the progress of the Work the Owner shall be required to make certain advance payments for certain engineering-intensive and long-lead items of Work.

12.8 In taking action on the Contractor's Applications for Payment, the Owner and the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and any such action shall NOT be deemed to represent that (a) the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.4 or other supporting data, (b) the Architect has made exhaustive or continuous on-site inspections or, (c) the Architect has made examinations to ascertain how or

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS	HH&N					$2,119,068	
	01021	Owner's Administrative Procedures							
	01025	Application for Payment							
	01028	Unit Prices							
	01030	Alternates							
	01036	Request for Information Form							
	01040	Coordination							
	01045	Cutting and Patching							
	01050	Field Engineering							
	01060	Regulatory Requirements							
	01065	Special Design Requirements							
	01095	Reference Standards and Definitions							
	01300	Submittals							
	01301	Submittal Transmittal Form							
	01311	Contractor Prepared Network Analysis							
	01400	Quality Control							
	01402	Structural Quality Control							
	01500	Construction Facilities and Temporary Controls							
	01511	Construction Electricity and Lighting							
	01600	Material and Equipment							
	01630	Product Options and Substitutions							
	01631	Substitution Request Form							
	01700	Contract Closeout							

pursuant to the provisions of the General Conditions or other provisions of the Contract Documents.

13.2.3 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner.

13.3 The Owner's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Owner by the Contractor. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 13.1 have been met, the Architect will, in accordance with the General Conditions or other Contract Documents, either issue to the Owner a final Certificate for Payment or notify the Owner in writing of the Architect's reasons for withholding a certificate.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as may be amended or supplemented by other provisions of the Contract Documents.

mechanic's lien filed by a Subcontractor or materialman not caused by a wrongful failure of the Owner to pay the Contractor pursuant to the provisions of the Contract, or (c) any assertion of a security interest in the Work by a supplier to the Contractor or a Subcontractor not caused by a wrongful failure of the Owner to pay the Contractor pursuant to the provisions of the Contract.

14.2.1.2 In the event the Contractor fails to ensure that any agreement between the Contractor or a Subcontractor and a Subcontractor, materialman, supplier or any other party performing the Work or providing materials or supplies to the Contractor or a Subcontractor, their employees, agents, or anyone for whose acts any of the above may be liable, is subject to the provisions of Section 13.4 of the General Conditions, the Contractor shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims (whether in tort, contract or otherwise), demands, expenses (including reasonable attorney and expert witness fees) and liabilities for losses, damage, injury and liability of every kind and nature, arising from or relating to the termination, permanent abandonment or suspension of the Work as provided in Article 13 of the General Conditions; provided, however, that the Contractor shall have no obligation

to indemnify, defend and hold harmless any Indemnitee under this Subsection 14.2.1.2 from any failure of the Owner to perform its obligations under Article 15 hereof or under Article 13 of the General Conditions, including, but not limited to, the Owner's obligation to pay the Contractor the amounts described in Article 15 hereof and in Article 13 of the General Conditions upon termination, permanent abandonment or suspension of the Project, as provided therein.

14.2.2 Indemnification by Owner. The Owner shall indemnify, defend and hold the Contractor harmless from and against any and all claims (whether in tort, contract or otherwise), demands, expenses (including reasonable attorney and expert witness fees) and liabilities for losses, damage, injury and liability attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Owner, a separate Contractor, anyone directly or indirectly employed by the Owner or a separate Contractor, or anyone for whose acts the Owner, a separate Contractor or their direct or indirect employees may be liable.

14.3 Contractor's Insurance. The Contractor shall provide insurance in such amounts and under such terms and conditions as described in Section 11.4 of the General Conditions.

14.4 OCIP. The Owner has established an Owner-Controlled Insurance Program ("OCIP") to cover various items of insurance relating to the Project in accordance with Section 11.1 of the General Conditions. In the event the Owner receives a return of any amount paid as a premium for such OCIP based on a favorable experience rating under such OCIP for the period commencing with the effective date of the OCIP and ending on the date of final payment, the Owner and the Contractor shall share in the amount of such OCIP premium return as follows: seventy-five percent (75%) of such OCIP premium return shall inure to the benefit of the Owner and the remainder shall be paid to the Contractor as an additional fee.

14.5 Contractor's Performance Bond. The Contractor shall, at the direction of the Owner, provide, in addition to any bonds required by the Contract Documents, a 100% Payment and Performance Bond, and the terms of such performance bond shall be subject to the review and approval of the Owner. In the event one or more performance bonds are provided by a supplier to the Project and apply to a portion of the performance bond described above, the Contractor may, with the Owner's prior written consent (which consent shall be granted by the Owner in the Owner's sole

discretion), apply the amount of such supplier's performance bond to the Contractor's performance bond and reduce the Contractor's performance bond accordingly. If the Contractor desires to apply any supplier's performance bond to the Contractor's performance bond pursuant to the provisions of this Section 14.5, the Contractor shall deliver such documents and information to the Owner as the Owner may reasonably request.

14.6 Owner's Insurance. The Owner shall provide insurance in such amounts and under such terms and conditions as described in Article 11 of the General Conditions.

14.7 Notice and Service Thereof. All notices required pursuant to the Contract Documents (a "Notice") shall be in writing and shall be delivered as follows: (a) the party giving notice (the "sender") shall fax the Notice to the party to whom notice is given (the "recipient"); (b) the sender shall obtain a mechanical fax confirmation of the recipient's receipt of such Notice; and (c) the sender shall send a hard copy of such Notice, and of the mechanical fax confirmation, by first class mail to the recipient, postmarked no later than the next business day of the U.S. Postal Service. If the requirements of subparagraphs (a), (b) and (c), above, are satisfied, such Notice shall be deemed delivered at the time and date indicated on the mechanical fax confirmation. If any of the requirements of subparagraphs (a), (b) or (c) are not satisfied, a Notice shall be deemed

delivered when received by the recipient by first class mail. All Notices received by the Contractor's supervisor or Project Manager shall be deemed to be received by the Contractor, and all Notices received by the Architect's on-site representative (if any), shall be deemed to be received by the Architect. The Contractor and the Architect shall deliver to the Owner a copy of each Notice and other written communication to any other party involved in the Project or the Work (including, but not limited to, consultants, subcontractors and sureties) simultaneous with the delivery of such Notice or written communication to such other party. Notice to each party shall be addressed as follows:

If to the Owner:

Crossroads Arena LLC
Attn: Lawrence Quinn
Executive Vice President
Arena, Inc.
140 Main Street
Buffalo, New York 14202
FAX: (716) 856-7351

with a copy to:

Robert O. Swados
Cohen, Swados, Wright, Hanifin, Bradford & Brett
70 Niagara Street
Buffalo, New York 14202
FAX: (716) 856-5228

and to:

Gerald S. Lippes
William E. Mathias
Lippes, Silverstein, Mathias & Wexler
700 Guaranty Building
28 Church Street
Buffalo, New York 14202
FAX: (716) 856-5199

If to the Contractor:

William F. Mullen
Executive Vice President
Huber, Hunt & Nichols, Inc.
2450 South Tibbs Avenue
P.O. Box 128
Indianapolis, Indiana 46206
FAX: (317) 243-3461

with a copy to:

Richard DeJean
Construction Manager
Huber, Hunt & Nichols
49 Illinois Street
Buffalo, New York 14203
FAX: (716) 853-4291

and to:

Alan Goldstein, Esq.
Dutton Overman Goldstein & Pinkus
710 Century Building
36 South Pennsylvania Street
Indianapolis, Indiana 46204
FAX: (317) 633-1494

If to the Owner's Representative:

Tim Francis
President
Cannon Design, Inc.
49 Illinois Street
Buffalo, New York 14203
FAX: (716) 853-4298

with a copy to:

Douglas R. Francis
Executive Vice President
Cannon Design, Inc.
2170 Whitehaven Road
Grand Island, New York 14072
FAX: (716) 773-5909

If to the Architect:

Albert F. Rhoads
Executive Vice President
Ellerbe Becket Architects & Engineers, P.C.
605 West 47th Street
Suite 200
Kansas City, Missouri 64112
FAX: (816) 561-2863

with a copy to:

Vince King, Esq.
c/o Ellerbe Becket Architects
800 LaSalle Avenue
Minneapolis, Minnesota 55402
FAX: (612) 376-2390

14.8 Interest. For the purposes of this Agreement, including, but not limited to, Section 11.2 hereof, any payments due and unpaid under the Contract Documents shall bear interest annually from the date payment is due at the prime rate of interest for unsecured commercial loans, as announced by Marine Midland Bank, N.A., in Buffalo, New York, from time to time.

ARTICLE 15 TERMINATION, SUSPENSION OR PERMANENT ABANDONMENT

15.1 The Work may be terminated, suspended or permanently abandoned as provided in Article 13 of the General Conditions. The Contractor shall require each of its subcontracts with Subcontractors to provide that in the event of termination, suspension or permanent abandonment in accordance with Article 13 of the General Conditions, the Subcontractor's sole remedy and

relief for claims relating to such termination, suspension or permanent abandonment shall be limited to the Subcontractor's respective portion of the amount the Contractor is entitled to under Section 15.2, Section 15.3 or Section 15.4 for such termination, suspension or permanent abandonment, respectively.

15.2 If the Owner terminates the Contract as provided in Subsection 13.1.1 of the General Conditions, or if the Contractor terminates the Contract as provided in Subsection 13.1.2 of the General Conditions, the Contractor shall be entitled only to the amounts described in this Section 15.2, and the Contractor shall not make a claim against the Owner for any amounts in excess of the amounts described in this Section 15.2:

15.2.1 The Owner shall reimburse the Contractor for any unpaid Reimbursable Cost of the Work due the Contractor as determined under Article 7, at the time of termination of the Contract.

15.2.2 The Contractor shall receive that portion of the Contractor's Fee that which bears the same ratio to the Contractor's Fee as the Reimbursable Cost of the Work at the time of termination of the Contract bears to the adjusted Guaranteed Maximum Price.

15.2.3 The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained or lease

obligations extending beyond the termination of the Contract.

15.2.4 The Owner shall also pay to the Contractor, upon the mutual agreement of the Owner and Contractor, the Contractor's reasonable costs directly incurred by the Contractor at the Project site as a result of termination of the Contract, such as costs and expenses incurred by the Contractor for separation pay, demobilization, and any other costs as the Owner and Contractor may agree upon. Notwithstanding anything of the foregoing to the contrary, the Owner shall not pay the Contractor for any costs of the Contractor allegedly or actually incurred due to termination of the Contract that do not directly and specifically relate to the Contractor's costs at the Project site, such as lost opportunity costs, specific performance damages, capital costs of the Contractor, and the like.

15.2.5 In the event that the amount of payments made by the Owner to the Contractor at the time of termination of the Contract exceed the sum of the amounts described in Sections 15.2.1 through 15.2.3, inclusive, the Contractor shall return such excess amounts to the Owner within thirty (30) days of termination of the Contract.

15.3 If the Owner suspends the Project as provided in the Contract documents, the Contractor shall be entitled to the Contractor's reasonable costs directly incurred by the Contractor

at the Project site as a result of suspension of the Contract, such as costs and expenses incurred by the Contractor for demobilization, equipment rental or lease payments during the suspension, start-up at the end of the suspension, and any other costs as the Owner and Contractor may agree upon. Notwithstanding anything of the foregoing to the contrary, the Owner shall not pay the Contractor for any costs of the Contractor allegedly or actually incurred due to suspension of the Contract that do not directly and specifically relate to the Contractor's costs at the Project site, such as lost opportunity costs, specific performance damages, capital costs of the Contractor, and the like.

15.4 In the event the Contract is terminated by the Owner or the Contractor, the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work.

15.5 In the event the Project is permanently abandoned, the Contractor shall be entitled to (a) an amount determined by multiplying the total amount of the Contractor's Fee by the percentage of the Work completed prior to the Contractor's receipt of the notice of permanent abandonment, and (b) the amount of all Reimbursable Costs of Work as determined under Article 7 incurred prior to the Contractor's receipt of the

notice of permanent abandonment, and (c) reasonable out-of-pocket costs incurred as a direct result of such abandonment, in lieu of any other payments described in the Contract.

15.6 Notwithstanding anything in the Contract Documents to the contrary, and as a condition of receiving the payments referred to in this Article 15, upon the termination of the Contract the Contractor shall execute and deliver all papers and take such steps, including the legal assignment of any contractual rights, as the Owner may require for the purpose of fully vesting in himself the rights and benefits of the Contractor under any obligations or commitments assumed by the Owner from the Contractor.

This Agreement is entered into as of the 19th day of May, 1995 and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	CONTRACTOR
Crossroads Arena LLC By its Member:	Huber, Hunt & Nichols, Inc.
Arena, Inc. (f/k/a Crossroads Arena Corporation)	
Lawrence Quinn Executive Vice President	Michael D. Kerr President

05/01/95

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Huber, Hunt and Nichols, Inc. - GMP Breakdown

Revised 03/27/95
* Indicates revision on 03/02/95
** Indicates revision on 03/27/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS	HH&N					$2,119,068	
	01021	Owner's Administrative Procedures							
	01025	Application for Payment							
	01028	Unit Prices							
	01030	Alternates							
	01036	Request for Information Form							
	01040	Coordination							
	01045	Cutting and Patching							
	01050	Field Engineering							
	01060	Regulatory Requirements							
	01065	Special Design Requirements							
	01095	Reference Standards and Definitions							
	01300	Submittals							
	01301	Submittal Transmittal Form							
	01311	Contractor Prepared Network Analysis							
	01400	Quality Control							
	01402	Structural Quality Control							
	01500	Construction Facilities and Temporary Controls							
	01511	Construction Electricity and Lighting							
	01600	Material and Equipment							
	01630	Product Options and Substitutions							
	01631	Substitution Request Form							
	01700	Contract Closeout							

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS (CONT)							
		Temporary Heat - Energy		1	LS	$130,000	$130,000		
		Temporary Electric - Energy		1	LS	$160,000	$160,000		
		Temporary Water		1	LS	$7,500	$7,500		
		Temporary Toilets		1	LS	$25,000	$25,000		
		Material/Man Hoist		1	LS	$49,520	$49,520		
		Temporary Enclosures		1	LS	$110,000	$110,000		
		Temp. Road, Parking & Staging Areas		1	LS	$60,000	$60,000		
		Traffic Control		1	LS	$65,200	$65,200		
		Temporary Field Office - GC		1	LS	$266,100	$266,100		
		Temporary Field Office - Owner		1	LS	$38,740	$38,740		
		Temporary Field Office - Architect		1	LS	$28,060	$28,060		
		Travel and Subsistence (To A/E and Subs)		1	LS	$16,000	$16,000		
		Dumpsters		1	LS	$102,000	$102,000		
		Final Clean Up		1	LS	$92,850	$92,850		
		Progress Clean Up		1	LS	$132,000	$132,000		
		Project Signage		1	LS	$4,500	$4,500		
		Safety Devices & Systems		1	LS	$57,200	$57,200		
		Security Service		1	LS	$30,000	$30,000		
		As-Built Documents		1	LS	$12,000	$12,000		
		Snow Removal		1	LS	$2,500	$2,500		
		General Liability Insurances (O.C.I.P. by Owner)		1	LS	$0	$0		
		Bond Cost Based on GMP Total		1	LS	$424,663	$424,663	**	** rev. 3/27/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS (CONT)							
		Ciminelli - Consultant		1	LS	$5,680	$5,680		
		Building Permit (By Owner)		1	LS	$0	$0		
		Design (By Owner)		1	LS	$0	$0		
		Builders Risk (By Owner)		1	LS	$0	$0		
		Owner's Protective Insurance (By Owner)		1	LS	$0	$0		
		Boiler/Mach Floater (By Owner)		1	LS	$0	$0		
		Site Survey (By Owner)		1	LS	$0	$0		
		Initial Arena Layout		1	LS	$5,420	$5,420		
		Final Survey (By Owner)		1	LS	$0	$0		
		Test/Inspect (By Owner)		1	LS	$0	$0		
		Greg Brown - MBE/WBE Consultant		1	LS	$43,135	$43,135		
		Contract Doc. Reproduction (By Owner)		1	LS	$0	$0		
		Contract Document Shipping (By Owner)		1	LS	$0	$0		
		Temporary Heat and Ventilation System		1	LS	$250,000	$250,000		
		Office Contents Insurance		1	LS	$1,000	$1,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 3 - CONCRETE						$9,285,813	
2a/3a	03100	Concrete Formwork	F.L. Ciminelli	1	LS		$5,350,000		
2a/3a	03200	Concrete Reinforcement	F.L. Ciminelli				incl.		
2a/3a	03300	Cast-In-Place Concrete	F.L. Ciminelli				incl.		
2a/3a	03330	Architectural Concrete	F.L. Ciminelli				incl.		
3b	03450	Architectural Precast Concrete	Precon Corp.	1	LS		$1,258,813		
4a/4b *	03480	Precast Concrete Specialties	Alpha Masonry				incl.		see 04212 line item
3c	03490	Precast Concrete Seating Units	R.W. Sidley	1	LS		$2,627,000		
multiple	03600	Grout	multiple				incl.		
-----		Miscellaneous Sleeves/Boxouts Prior to MEP		1	LS		$5,000		
-----		Set Entrance Mat Frames		1	LS		$5,000		
-----		Miscellaneous Concrete - Other		1	LS		$40,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 4 - MASONRY						$1,557,273	
4a/4b *	04212	Brick Unit Masonry	Alpha Masonry *	1	LS		$1,517,273	*	* rev. 3/2/95
4a/4b *	04220	Concrete Unit Masonry	Alpha Masonry *	1	LS		incl. *		* rev. 3/2/95
4a/4b *	04720	Cast Stone see 04220	Alpha Masonry *				incl.		* rev. 3/2/95
		Winter Masonry Work/Protection		1	allowance		$40,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 5 - METALS						$13,122,847	
5a	05030	Shop Preparation and Painting	Cives Steel				incl.		
5a	05120	Structural Steel	Cives Steel	1	LS		$6,869,000		
5c	05160	Space Frames	TBA				incl.		
5a	05210	Steel Joists see 05120	Cives Steel				incl.		
5a	05314	Steel Floor Deck	Cives Steel				incl.		
5a	05316	Steel Roof Deck	Cives Steel				incl.		
7a/7e	05400	Cold-Formed Metal Framing	Madar *				incl.		see 07240 line item
5c	05500	Metal Fabrications	TBA				$545,440		
5b	05510	Metal Stairs	Community Steel	1	LS		$1,570,238		
5b	05720	Ornamental Railings	Community Steel				incl.		
8c	05722	Ornamental Glass Railing System	C.B. Oberscheimer				incl.		see 08920 line item
5c	05810	Expansion Joint Cover Assemblies	TBA				incl.		
5d		Arena Roof System	Birdair	1	LS		$3,739,073		
5c		Post Bid * Adjustments	TBA	1	LS		$81,000		
------		"CROSSROADS ARENA" Letters		1	allowance		$75,000		
------		"CROSSROADS" Letters (office)		1	allowance		$60,000		
------		Misc. Metal Other		1	LS		$50,196		
5d		Double Dip Joists		1	LS		$7,500		
------		Temporary Stair		1	LS		$10,000		
5d		Birdair O.C.I.P. Adjustment		1	LS		$15,400		
----		Shake Out Area		1	LS		$25,000		
----		Maintain Work Pad		1	LS		$25,000		
5a/5d		Roof Truss Connection		1	allowance *		$50,000		* rev. 3/2/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 6 - WOOD & PLASTICS						$1,272,800	
9a	06100	Rough Carpentry	TBA				incl.		see 09260 line item
6a	06400	Architectural Woodwork	TBA	1	LS		$1,187,200		
6a		Post Bid * Adjustments - B.P. #6a	TBA	1	LS		$50,000		
----		Plywood Housing for Video		1	LS		$9,600		
----		Plywood at Telephone Closets		1	LS		$6,000		
----		Miscellaneous Framed Openings - Blocking		1	LS		$20,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 7 - THERMAL & MOISTURE PROTECTION						$3,311,965	
7c	07116	Composite Sheet Membrane Waterproofing	Grove Roofing *				incl.		
9d	07119	Membrane Receptor Pan Waterproofing	TBA				incl.		see 09310 line item
7c	07124	Hot Applied Modified Asphalt Waterproofing	Grove Roofing *				incl.		
3a	07130	Bentonite Waterproofing	F.L. Ciminelli				see Quote Log No. 39		
multiple	07210	Building Insulation	multiple				incl.		
7a/7c *	07240	Exterior Insulation and Finish System	Madar *	1	LS		$1,371,903	*	* rev. 3/2/95
7a/7c *	07256	Sprayed Fireproofing	Madar *	1	LS		incl. *		* rev. 3/2/95
multiple	07270	Firestopping	multiple				incl.		
7d	07410	Manufactured Wall Panels	Arrow Sheet Metal				incl.		
7d	07420	Prefinished Metal Siding	Arrow Sheet Metal	1	LS		$198,162		
7d	07421	Composite Metal Building Panels	Arrow Sheet Metal				incl.		
7c	07531	Ballasted Roofing System	Grove Roofing *				incl.		
7c	07532	Mechanically Attached Single Ply Roofing	Grove Roofing *	1	LS		$1,642,500	*	* rev. 3/2/95
7c	07534	Mechanically Attached PVC Roofing	Grove Roofing *				incl.		
7c	07535	Ballasted Roofing System	Grove Roofing *				incl.		
multiple	07600	Flashing and Sheet Metal	multiple				incl.		
7c	07720	Roof Accessories	Grove Roofing *				incl.		
multiple	07900	Joint Sealers	multiple				incl.		
							Deleted *		* rev. 3/2/95
							Deleted *		* rev. 3/2/95
----		Ceiling @ Buss Room		1	LS	$8,000	$8,000		
----		Interior Caulking		1	LS		$20,000		
----		Firestopping Other		1	LS		$13,400		
----		Fireproof Patching		1	LS		$58,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 8 - DOORS & WINDOWS						$2,272,907	
8a	08110	Steel Doors & Frames	TBA	1	LS		$327,864		
8c	08120	Aluminum Doors	C.B. Oberscheimer				incl.		
6a	08211	Flush Wood Doors and Frames	TBA				incl.		sec 06400 line item
8a	08225	Fiberglass Doors and Frames	TBA	none found					
	08306	Access Panels		1	LS		$15,000		
8c	08313	Sliding Glass Doors	C.B. Oberscheimer				incl.		
8b	08331	Insulated Overhead Coiling Doors	TBA				incl.		
8b	08332	Overhead Coiling Doors	TBA	1	LS		$164,677		
8b	08336	Overhead Coiling Counter Doors	TBA				incl.		
8b	08340	Coiling Doors	TBA				incl.		
8b	08342	Coiling Grilles	TBA				incl.		
8b	08360	Sectional Overhead Doors	TBA				incl.		
8c	08410	Aluminum Framing System	C.B. Oberscheimer				incl.		
8c	08520	Aluminum Windows	C.B. Oberscheimer				incl.		
8c	08650	Pass thru Window Assembly	C.B. Oberscheimer				incl.		
8a	08710	Finish Hardware	TBA				incl.		
8c	08810	Glass & Glazing	C.B. Oberscheimer				incl.		
8c	08920	Glazed Aluminum Curtain Walls	C.B. Oberscheimer	1	LS		$1,803,230		
8c	08925	Sloped Glazed Curtain Walls	C.B. Oberscheimer				incl.		
8c	08955	Skylight Systems	C.B. Oberscheimer				incl.		
8a		Post Bid * Adjustments - B.P. #8a	TBA	1	LS		($42,864)		
8b		Post Bid * Adjustments - B.P. #8b	TBA	1	LS		$5,000		
----		Shutter @ Ticket Windows		0			$0		
----		Fin Tube Enclosures							sheet metal per Div. 15

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 9 - FINISHES						$5,777,895	
9a	09260	Gypsum Board Systems	TBA	1	LS		$3,522,179		
9a	09270	Gypsum Board Shaft Wall Systems	TBA				incl.		
9a	09280	Glass Fiber Reinforced Gypsum Fabrications	TBA				incl.		
9d	09310	Ceramic Tile	TBA	1	LS		$542,000		
9a	09510	Acoustical Ceilings	TBA				incl.		
9a	09520	Acoustical Wall Treatment	TBA				incl.		
9f	09530	Acoustical Ceiling Treatment					not incl.		see alternates
9c	09650	Resilient Flooring	TBA				incl.		
9c	09680	Carpet	TBA	1	LS		$361,578		
	09780	Floor Treatment		1	LS		$355,542		
9e	09816	Decorative Polychromatic Particle Coating	TBA				incl.		
9c	09900	Painting	TBA	1	LS		$772,596		
9c	09950	Wall Coverings	TBA				incl.		
9a		Post Bid * Adjustments - B.P. #9a	TBA	1	LS		$111,000		
9d		Post Bid * Adjustments - B.P. #9d	TBA	1	LS		$8,000		
----		Miscellaneous Painting		1	LS		$30,000		
----		Floor Leveling		1	LS		$20,000		
----		Hazard Striping		1	LS		$35,000		
----		Touch Up Arena Roof Paint		1	LS		$20,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 10 - SPECIALTIES						$1,217,410	
10b	10105	Markerboards	TBA				incl.		
10a	10155	Toilet Partitions	TBA				incl.		
10b	10194	Cubicle Track Assemblies	TBA				incl.		
8c	10210	Metal Wall Louvers	C.B. Oberscheimer				incl.		see 08920 line item
10a	10260	Wall and Corner Guards	TBA				incl.		
10a	10350	Flagpoles	TBA				incl.		
10a	10410	Poster Case	TBA				incl.		
10b	10456	Turnstiles	TBA				incl.		
10b	10500	Lockers	TBA	1	LS		$394,000		
10a	10520	Fire Protection Specialties	TBA				incl.		
5c	10530	Awnings	TBA				incl.		see 05500 line item
5c	10536	Retractable Patio Awnings	TBA				incl.		see 05500 line item
10a	10650	Operable Partitions	TBA				incl.		
10a	10850	Building Accessories	TBA	1	LS		$480,210		
----		Fabric for Operable Partitions		1	allowance		$7,200		
10a		Post Bid * Adjustments - B.P. #10a	TBA	1	LS		$86,000		
----		Directional Graphics		1	allowance		$250,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 11 - EQUIPMENT						$3,048,000	
8c	11026	Bullet Resistant Ticket Window System	C.B. Oberscheimer				incl.		see 08920 line item
16b	11060	Motorized Loudspeaker Cluster Rigging Syste	TBA				incl.		see 16770 line item
10b	11132	Projection Screens	TBA				incl.		see 10500 line item
11c	11160	Loading Dock Equipment		1	LS		$40,000		
10b	11175	Trash Chutes	TBA				incl.		see 10500 line item
10b	11450	Residential Equipment	TBA				incl.		see 10500 line item
16b	11451	Television Monitor Brackets	TBA				incl.		see 16770 line item
10b	11724	Waste Compactors	TBA				incl.		see 10500 line item
----		Food Service Equipment		1	allowance		$3,000,000		
----		Trash Chutes Water Feed		1	LS		$8,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 12 - FURNISHINGS						$3,827,814	
6a	12330	Plastic Laminate Casework	TBA				incl.		see 06400 line item
10b	12500	Window Treatment	TBA				incl.		see 10500 line item
9c	12680	Vinyl Floor Deck	TBA				incl.		see 09680 line item
10b	12690	Floor Mats and Frames	TBA				incl.		see 10500 line item
12a	12730	Arena and Club Seating	TBA	1	LS		$3,459,929		see clarifications
12b	12732	Suite Seating	TBA	1	LS		$367,885		see clarifications
12a	12734	Stadium Seating	TBA				incl.		
12a	12750	Portable Riser Platforms	TBA				incl.		
12a	12765	Retractable Seating	TBA				incl.		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 13 - SPECIAL CONSTRUCTION						$1,146,500	
9a	13052	Saunas	TBA				incl.		see 09260 line item
10b	13150	Spa	TBA				incl.		see 10500 line item
13	13160	Ice Floor System	TBA	1	LS		$1,116,500		
13	13170	Dasher Board System	TBA				incl.		
13		Post Bid * Adjustments - B.P. #13	TBA	1	LS		$30,000		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 14 - CONVEYING EQUIPMENT						$1,571,768	
14a	14212	Electric Traction Passenger Elevators	Schindler Elevator	1	LS		$1,571,768		
14a	14214	Electric Traction Service Elevators	Schindler Elevator				incl.		
14a	14216	Electric Traction Freight Elevators	Schindler Elevator				incl.		
14a	14310	Escalators	Schindler Elevator				incl.		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
15abc		DIVISION 15 - MECHANICAL	Bell Constructors	1	LS		$8,901,000	$8,901,000	
	15005	Mechanical Equipment Schedules							
	15010	Basic Mechanical Requirements and System Description							
	15060	Pipe and Pipe Fittings							
	15100	Manual Valves							
	15120	Piping Specialties							
	15130	Meters and Gauges							
	15140	Hangers, Supports, Anchors and Sleeves							
	15160	Pumps							
	15170	Electric Motors							
	15190	Identification							
	15250	Mechanical Systems Insulation							
	15310	Fire Protection Systems							
	15320	Fire Pumps							
	15401	Domestic Water							
	15405	Sanitary Waste and Vent System Components							
	15406	Roof and Area Drainage System							
	15440	Plumbing Fixtures and Trim							
	15484	Natural Gas Systems							
	15515	Hydronic Specialties							
	15545	Chemical Treatment							
	15555	Packaged Firetube Hot Water Boilers							
	15575	Breechings, Chimneys, and Stacks							
	15590	Fuel Oil Equipment							
	15685	Centrifugal Chillers							
	15710	Cooling Towers							
	15755	Heat Exchangers							
	15790	Coils							
	15830	Finned Tube Radiation and Convectors							
	15835	Unit Heaters and Cabinet Unit Heaters							

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 15 - MECHANICAL (Cont)							
	15855	Packaged Air Handling Units							
	15860	Fans							
	15885	Filters							
	15890	Ductwork Systems							
	15895	Special Air Distribution Systems							
	15900	Duct Lining							
	15910	Ductwork Accessories							
	15930	Air Terminal Units							
	15935	Diffusers, Registers and Grilles							
	15955	Building Systems Control							
	15965	Control Wiring							
	15970	Control Valves, Dampers and Actuators							
	15980	Control Panels, Controllers and Sensors							
	15981	Control Systems Workstations and Peripherals							
	15985	Control System Sequences of Operation							
	15986	Control Systems Points List							
	15990	Testing, Adjusting and Balancing							
----		Temporary Heat & Ventilation System		1	Each		see division one		

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 16 - ELECTRICAL						$6,750,966	
16a	16050	Basic Electrical	Frey Electric	1	LS		$5,075,000		
16a	16060	Equipment Support and Concrete Work							
16a	16110	Raceways and Fittings							
16a	16111	Wireways and Gutters							
16a	16112	Cable Support System							
16a	16120	600 Volt Wire							
16a	16130	Electrical Boxes and Fittings							
16a	16132	Floor Boxes							
16a	16140	Wiring Devices							
16a	16141	Surface Raceways (MOA)							
16a	16160	Cabinets and Enclosures							
16a	16195	Electrical Identification							
16a	16197	Power Characteristics							
16a	16322	Substation Transformers							
16a	16425	Switchboards							
16a	16427	Transient Voltage Surge Suppressors (TVSS)							
16a	16430	Service Equipment and Metering							
16a	16440	Disconnect Switches (Safety Switches)							
16a	16443	Show and Television Power Panels							
16a	16450	Grounding							
16a	16460	Dry Type Transformers							
16a	16465	Busway (600 Volt and Less)							
16a	16472	Branch Panelboards							
16a	16474	Distribution Panelboards							
16a	16478	Fuses (600 Volt and Less)							
16a	16481	Motor Starters							
16a	16483	Motor Control Centers							
16a	16484	Variable Speed Drives							
16a	16485	Contactors and Relays							
16a	16490	Transfer Switches							

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 16 - ELECTRICAL (Cont)							
16a	16501	Lamps							
16a	16502	Luminaire Accessories							
16a	16510	Interior Luminaires							
16a	16515	Arena Lighting							
16a	16520	Exterior Luminaires							
16a	16535	Emergency Lighting							
16a	16562	Security Camera Television System (SCTV)							
16a	16620	Emergency Engine Generators (Diesel)							
16a	16670	Lightning Protection System							
16a	16723	Fire Alarm System							
16a	16724	Security Systems							
16a	16740	Telephone Raceway System							
16b	16770	Sound Systems	TBA	1	LS		$1,390,566	**	** rev. 3/27/95
16b	16771	Distributed Sound and Intercom Systems	TBA				incl.		
16a	16772	Provisions for the Sound Reinforcement System and Audio/Video Systems							
16b	16780	MATV and Broadcast Cable Systems	TBA				incl.		
16a	16786	Door Signal System							
16a	16790	Provisions for Scoreboards and Message Centers							
16a	16917	Wall Dimmers							
16a	16920	Public Area Lighting Control and Dimming Systems							
16a	16955	Kitchen Equipment Connections							
16a	16960	Electrical Testing							
16a	16970	Panelboard and Relay/Dimmer Panel Schedules							
16a *		Alternates for BP #16a *							* rev. 3/2/95
		E-1 Motorized Sports Light Shutters *					$158,000	*	* rev. 3/2/95
		E-2A P8 Lamps *					$6,400	*	* rev. 3/2/95
		E-2B Electronic Ballasts *					$26,000	*	* rev. 3/2/95
		E-3 Copper Conductors *					$62,000	*	* rev. 3/2/95
		E-5 Auxilary Chamber - Show Power *					$13,000	*	* rev. 3/2/95
		Adjust for Shutters *					$20,000	*	* rev. 3/2/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 17 - SPECIAL FINISHES						$12,142,000	
----		FF&E		1	allowance		$3,700,000		
		Fit Out (Total Allow Per Owner)		1	allowance		$4,442,000		refer to attachment 5.2.1
		1) Event Level - Retail 1E02		21,200	Sqft				
		2) Main Concourse - Bar 2A06		5,465	Sqft				
		3) Main Concourse - Recreation 2B02		1,019	Sqft				
		4) Main Concourse - Aud Club 2E02		10,857	Sqft				
		5) Club Level - Party Suite 3A09		2,000	Sqft				
		6) Club Level - Director's Suite 3D03		2,000	Sqft				
		7) Club Level - Shell Space 3A10		5,792	Sqft				
		8) Club Level - Aud Mezzanine		5,667	Sqft				
		9) Suite Level - Office 4A03		18,461	Sqft				
		Total Sqft		72,461	Sqft	$61			
----		Electric Scoreboard		1	allowance		$4,000,000		
		DIVISION 18						$4,462,792	
----		Huber, Hunt & Nichols Staff Fee					$2,995,000		
----		Huber, Hunt & Nichols Contingency					$1,300,000	**	** rev. 3/27/95
----		Quote Log Adjustment see attached log dated 2/15/95					$132,792		
----		Allowance for 5.2.J					$35,000		
		Overall Total					$84,350,180	$84,350,180	** rev. 3/27/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		SUMMARY							
		DIVISION 1						$2,119,068	**
		DIVISION 2						$2,561,362	
		DIVISION 3						$9,285,813	
		DIVISION 4						$1,557,273	
		DIVISION 5						$13,122,847	
		DIVISION 6						$1,272,800	
		DIVISION 7						$3,311,965	
		DIVISION 8						$2,272,907	
		DIVISION 9						$5,777,895	
		DIVISION 10						$1,217,410	
		DIVISION 11						$3,048,000	
		DIVISION 12						$3,827,814	
		DIVISION 13						$1,146,500	
		DIVISION 14						$1,571,768	
		DIVISION 15						$8,901,000	
		DIVISION 16						$6,750,966	**
		DIVISION 17						$12,142,000	
		DIVISION 18						$4,462,792	**
		OVERALL TOTAL						$84,350,180	**

SCHEDULE 5.4.1

INCLUDED GMP ALTERNATES

No.	Description	Guaranteed Maximum Price or (Savings)
E-1	Provide motorized sports lighting shutter system per spec Section 16515	Add $158,000.00
E-2A	Provide P8 lamps per spec Section 16501	Add $6,400.00
E-2B	Provide electronic ballasts per spec Section 16502	Add $26,000.00
E-3	Provide copper conductors in lieu of aluminum per spec Section 16120	Add $62,000.00
E-4	[DELETED]	
E-5	Provide auxiliary chamber to show power panel to provide auxiliary cable lug connection chamber per spec Section 16443	Add $13,000.00

SCHEDULE 5.4.2

PENDING GMP ALTERNATES

No.	Description	Guaranteed Maximum Price or (Savings)	Latest Date the Alternate may be Accepted at the GMP Indicated
1	Glass enclosures on escalators 1 and 6	Add $43,000.00	N/A (Rejected)
2	Slope Glazing in lieu of Skylight	Contractor's Option	N/A
3	CAFCO Blaze Shield	Deduct ($22,000.00)	N/A
4	Contractor-provided insurance	N/A	N/A
9F	Acoustic Ceiling Treatment per spec Section 09530	Add $428,190.00	August 1, 1995
16b-1	Add alternate #1 Crowd Enhanced System furnished and installed	Add $181,159.00	November 1, 1995
16b-2	Add alternate #2 Sub Bass System furnished and installed	Add $37,390.00	January 1, 1996
16b-3	Add Item 3.01 (85) each 27" Display Monitors furnished and delivered only	Add $102,200.00	January 1, 1996
	OR		
	Add any quantity furnished and delivered only	Add $1,202.00 each	January 1, 1996
	NOTE: Installation remains in Base Bid Lump Sum Award		
16b-4	Add Item 3.02 (235) each 20" TV's furnished and delivered only	Add $115,483.00	January 1, 1996
	OR		
	Add any quantity furnished and delivered only	Add $492.00 each	January 1, 1996
	NOTE: Installation remains in Base Bid Lump Sum Award		
16b-5	Add Items 4.0 through 4.5, complete Video Wall Systems including (72) each 27" Color Monitors, equipment, wiring, software, installation, etc.	Add $157,173.00	January 1, 1996
16b-6	Add Item 5.01 (25) each 40" TV/Monitors furnished and delivery only	Add $72,250.00	January 1, 1996
	OR		
	Add any quantity, furnished and delivered only	Add $2,890.00 each	January 1, 1996
	NOTE: Installation remains in Base Bid Lump Sum Award		

NOTE: IF ANY OF THE ABOVE ALTERNATES ARE ACCEPTED, THE CORRESPONDING ADD OR DEDUCT MUST BE APPLIED TO THE CONTRACTOR'S PAYMENT AND PERFORMANCE BONDS

Huber, Hunt and Nichols, Inc. - Quote Log

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
1	2b	Const. Issue #2	27-Oct-94	Mechanical/Electrical/Interior Partitions Bid Package	GMP	pending QL 15
1	3a/2a	Const. Issue #2	27-Oct-94	Mechanical/Electrical/Interior Partitions Bid Package	GMP	no change
1	3b	Const. Issue #2	27-Oct-94	Mechanical/Electrical/Interior Partitions Bid Package	GMP	$6,038
1	3c	Const. Issue #2	27-Oct-94	Mechanical/Electrical/Interior Partitions Bid Package	GMP	$6,359
1	14a	Const. Issue #2	27-Oct-94	Mechanical/Electrical/Interior Partitions Bid Package	GMP	no change
2	2b	CCD #4	30-Sep-94	Substitute Dynamic in lieu of Static Pile Load Testing	GMP	($23,000)
3	2b	in letter of intent	30-Sep-94	Substitute HP8 X 36 piles in lieu of HP10 X 42	letter of intent	$0
4	2b	in letter of intent	13-Oct-94	Substitute grade A36 steel in lieu of grade 50 for all HP pile members	letter of intent	$0
5	3a/2a	RFP #2	30-Nov-94	Substitute flowable fill in lieu of 2000 psi concrete	GMP	($8,400)
6	3a/2a	Voluntary Alternate	30-Sep-94	Substitute #2 run crusher recycled concrete in lieu of type #4 crushed stone under event floor slab	void	void
7	3a/2a	RFP #2/CCD #2	30-Nov-94	Substitute flowable fill in lieu of type #4 crushed stone for backfill at pile caps and grade beams	GMP	($33,000)
8	3a/2a	RFP #1/CCD #1	30-Nov-94	Special handling/removal of debris at corner of Main/S.Park	GMP	$0
9	3a/2a	RFP #3, CCD #3	30-Nov-94	Unsuitable Subgrade - Undercut & Replace w/ Flo Fill 3 Locations	GMP	$11,100
10	3a/2a	RFP #3, CCD #2	2-Dec-94	Undercut unsuitable material at ice rink excavation area	GMP	$9,768
11	3a/2a	Ciminelli letter, RFA #1	1-Dec-94	Remove obstruction at pile cap at line JJ/3	GMP	$537
12	3a/2a	RFP #4, CCD #5	12-Dec-94	Remove Obstruction at Pile Cap BB/4	GMP	$312
12	2b	RFP #4, CCD #5	12-Dec-94	Remove Obstruction at Pile Cap BB/4	GMP	$131
13	3a/2a	Addm. 2.1, 2.2, 2.3, 2.4	varies	VOID	void	void
14	3a/2a	RFP #5, CCD #6	14-Dec-94	Pile Obstruction at Line R40/C	GMP	$361
14	2b	RFP #5, CCD #6	14-Dec-94	Pile Obstruction at Line R40/C	GMP	$131
15	2b	Multiple RFI's, ASI's, RFA #4	varies	Pile Redesigns for 3" Tolerance (ASI 3, 7, 10, 11, 14, 16, 20, 22, 16.1)	GMP	$32,241
15	3a/2a	Multiple RFI's, ASI's, RFA #4	varies	Pile Redesigns for 3" Tolerance (ASI 3, 7, 10, 11, 14, 16, 20, 22, 16.1)	GMP	$45,013
16	2b	RFI #68, RFP #6, CCD #7	21-Dec-94	Add Two Piles at Line R24/B	GMP	$2,781
16	3a/2a	RFI #68, RFP #6, CCD #7	21-Dec-94	Add Two Piles at Line R24/B	GMP	$1,207
17	2b	addendum 1.4	22-Sep-94	Addendum for Construction Issue #1	GMP	no change
18	2b	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	no change
18	3a/2a	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	no change
18	3b	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	no change
18	3c	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	no change
18	5a	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	$624
18	14a	addendum 2.1	8-Nov-94	Addendum for Construction Issue #2	GMP	no change
19	2b	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	$890

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
19	3a/2a	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	no change
19	3b	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	no change
19	3c	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	no change
19	5a	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	$624
19	14a	addendum 2.2	17-Nov-94	Addendum for Construction Issue #2	GMP	no change
20	2b	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	no change
20	3a/2a	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	no change
20	3b	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	no change
20	3c	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	no change
20	5a	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	$1,447
20	14a	addendum 2.3	23-Nov-94	Addendum for Construction Issue #2	GMP	no change
21	2b	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	no change
21	3a/2a	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	no change
21	3b	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	no change
21	3c	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	no change
21	5a	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	$156
21	14a	addendum 2.4	28-Nov-94	Addendum for Construction Issue #2	GMP	no change
22	2b	bid package	19-Dec-94	Construction Issue #3	GMP	pending QL 15
22	3a/2a	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	3b	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	3c	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	5a	bid package	19-Dec-94	Construction Issue #3	GMP	$605
22	5b	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	5d	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	7d	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	8c	bid package	19-Dec-94	Construction Issue #3	GMP	no change
22	14a	bid package	19-Dec-94	Construction Issue #3	GMP	no change
23	2b	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
23	3a/2a	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	incl. in QL 26
23	3b	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	3c	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	5a	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	$624
23	5b	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	5d	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	7d	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	8c	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
23	14a	addendum 3.1	22-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	2b	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	3a/2a	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	incl. in QL 26
24	3b	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	3c	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	5a	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	$1,166
24	5b	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	5d	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	7d	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	8c	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
24	14a	addendum 3.2	29-Dec-94	Addendum for Construction Issue #3	GMP	no change
25	2b	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	3a/2a	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	incl. in QL 26
25	3b	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	3c	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	5a	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	$5,595
25	5b	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	5d	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	7d	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
25	8c	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	($1,650)

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
25	14a	addendum 3.3	10-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	2b	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	3a/2a	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	see Div. 09780 line item
26	3b	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	3c	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	$1,201
26	5a	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	$759
26	5b	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	5d	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	7d	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	8c	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
26	14a	addendum 3.4	17-Jan-95	Addendum for Construction Issue #3	GMP	no change
27	3a/2a	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	3b	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	3c	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	5a	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	5d	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	7d	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	8c	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
27	14a	ASI #1	5-Dec-94	RFI #16, 19, 21, 22, 23, 25, 26	GMP	no change
28	3a/2a	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	3b	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	3c	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	5a	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	$2,899
28	5d	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	7d	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	8c	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
28	14a	ASI #2	19-Dec-94	RFI #29, 32, 36, 37, 38, 39, 46, 47	GMP	no change
29	3a/2a	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
29	3b	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
29	3c	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
29	5a	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	$3,445
29	5d	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
29	7d	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
29	8c	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
29	14a	ASI #4	23-Dec-94	RFI # 48, 53, 61, 66	GMP	no change
30	3a/2a	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	3b	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	3c	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	5a	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	$2,531
30	5d	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	7d	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	8c	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
30	14a	ASI #5	10-Jan-95	RFI # 60, 67, 73, 75, 89	GMP	no change
31	3a/2a	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	3b	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	3c	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	5a	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	$408
31	5d	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	7d	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	8c	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
31	14a	ASI #8	10-Jan-95	S231 & S251 Drawing Revisions	GMP	no change
32	2b	ASI #9, RFP #12, RFA #2	10-Jan-95	Revise Pile Caps along AA Line	GMP	no change
32	3a/2a	ASI #9, RFP #12, RFA #2	10-Jan-95	Revise Pile Caps along AA Line	GMP	$2,197
33	3a/2a	ASI #12	13-Jan-95	Raker Beam Elevations	GMP	no change
33	3c	ASI #12	13-Jan-95	Raker Beam Elevations	GMP	no change
33	5a	ASI #12	13-Jan-95	Raker Beam Elevations	GMP	no change

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
34	3a/2a	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	3b	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	3c	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	5a	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	$10,261
34	5d	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	7d	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	8c	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
34	14a	ASI #13, RFA #3	16-Jan-95	Tube Steel Revisions at Pavilion	GMP	no change
35	2b	ASI #15	20-Jan-95	Grade Beam Location	GMP	no change
35	3a/2a	ASI #15	20-Jan-95	Grade Beam Location	GMP	no change
36	3a/2a	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	3b	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	3c	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	5a	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	$468
36	5d	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	7d	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	8c	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
36	14a	ASI #17	20-Jan-95	RFI's 98, 100, 112	GMP	no change
37	3a/2a	ASI #18	20-Jan-95	Air Tunnel Clarifications	GMP	no change
37	5a	ASI #18	20-Jan-95	Air Tunnel Clarifications	GMP	no change
38	3a/2a	RFP #10, CCD #11(CPM), RFA #5	24-Jan-95	"O" Ring and Sealant for Air Pipe	GMP	$2,520
39	3a/2a	RFP #8, CCD #9	27-Jan-95	Waterproofing the Elevator and Escalator Pits	GMP	$40,000
40	3a/2a	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
40	5a	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	$2,708
40	3b	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
40	3c	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
40	5d	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
40	8c	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
40	7d	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change

Huber, Hunt and Nichols, Inc. - Quote Log

Quote Log No.	Bid Package No.	A/E Document Reference	Date Document Received or Initiated	Description	Include in GMP	Amount $$
40	14a	ASI #19	26-Jan-95	RFI's 115, 122, 123, 125, 126, 127	GMP	no change
41	3a/2a	ASI #21	26-Jan-95	Raker Beam Elevations	GMP	no change
41	3c	ASI #21	26-Jan-95	Raker Beam Elevations	GMP	no change
41	5a	ASI #21	26-Jan-95	Raker Beam Elevations	GMP	pending
42	2b	RFP #7, CCD #8	20-Jan-95	Pile Redesign at R25/A	GMP	$977
42	3a/2a	RFP #7, CCD #8	20-Jan-95	Pile Redesign at R25/A	GMP	$758
				GMP Totals through QL No. 42		*$132,792*

SCHEDULE 1.2

ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

A. The Agreement is this executed Guaranteed Maximum Price Agreement Between the Owner and Contractor.

B. The General Conditions are the General Conditions of the Contract for Construction attached hereto as Exhibit D.

NOTE: The General Conditions, Exhibit D, are dated 5/12/95. The General Conditions included in the subcontractor bid packages pursuant to Construction Issue No. 3, Addenda 3.2, are dated 12/19/94. Changes to the 12/19/94 General Conditions were made on 1/25/95 and 5/12/95, and incorporated in the General Conditions dated 5/12/95. The Contractor believes that the 1/25/95 and 5/12/95 changes to the 12/19/94 General Conditions are not significant; however, the Contractor cannot guarantee that subcontractors who were delivered the 12/19/94 General Conditions will not object to, or otherwise make a claim relating to, the 1/25/95 or 5/12/95 changes to the General Conditions. In such event, the Contractor will assist the Owner in resolving such objections and/or claims with the goal of avoiding any additional costs to the Owner.

C. The Supplementary and other Conditions of the Contract are those contained in the Project Manual of Construction Issue #3, and are as follows:

(See Attachment 1.2.1)

D. The Specifications are those contained in the Project Manual described in Paragraph C. of this Schedule 1.2, and are as follows:

(See Attachment 1.2.1)

E. The Drawings are as follows:

(See Attachments 1.2.2 and 1.2.3)

NOTE: The Allowance for site improvements and site work (described in Paragraph B of Schedule 5.2 hereof) includes all Work described in the Drawings included in Construction Issue #4 (identified as "Document 0004) of Attachment 1.2.2).

F. The Addenda are as follows:

Number	Date	Pages
3.1	12/22/94	12 pages plus attachments
3.2	12/29/94	5 pages plus attachments
3.3	01/10/95	17 pages plus attachments
3.4	01/17/95	5 pages plus attachments

G. Other Documents forming part of the Contract Documents as follows:

1. List of Supplemental Drawings dated 02/15/95, pages 1 through 2 attached hereto as Attachment 1.2.4.

2. List of ASI's, CCD's, RFA's, and RFP's, dated 02/15/95, pages 1 of 1 attached hereto as Attachment 1.2.5.

3. HH&N Pre-Bid clarifications to Bid Package #16b dated 01/24/95, pages 1 through 3 with Imero Fiorentino Assoc. memorandum dated 01/24/95, pages 1 through 4 attached hereto as Attachment 1.2.5a.

4. Clarifications to the GMP dated 05/12/95, pages 1 through 18 attached hereto as Attachment 1.2.6.

5. Summary listing of Owner's letters of Award to contractors dated 05/12/95 as attached hereto as Attachment 1.2.7.

H. GMP Breakdown, pages 1 through 22 revised 03/27/95, attached hereto.

I. Quote Log, pages 1 through 7, dated 02/15/95, attached hereto.

ATTACHMENT 1.2.1

DOCUMENT 00003 * Rev. 5/01/95
PROJECT MANUAL TABLE OF CONTENTS

VOLUME I

INTRODUCTORY INFORMATION

00001	Project Manual Cover		
00002	Certification Page	Permit Set Only	
00003	Project Manual Table of Contents	Revised	~~12/29/94~~
00004	List of Drawings	Revised	12/29/94
00006	Finish Schedule	Revised	1/17/95 ~~12/22/94~~
00007	Door Schedule	Revised	1/17/95 ~~12/07/94~~
00008	Construction Issue Three - Drawing Narrative	Issued	12/07/94

BIDDING REQUIREMENTS

Invitation to Bid	pages 1, 2, & 3	12/15/94
Instructions to Bidders	pages 1 thru 5	08/22/94
Scope of Work/Specific Clarifications C.I.#3 pages 1 thru 8	~~pages 1 thru 1~~	1/10/95 ~~12/15/94~~
Scope of Work/Specific Clarifications C.I.#2	pages 1 thru 24	11/23/94
Scope of Work/Specific Clarifications C.I.#1	pages 1 thru 15	09/22/94
Milestone Schedule	page 1	11/23/94
Phase Diagrams		09/16/94
Phase Diagrams		08/22/94
Bid Forms pages 1 thru 15	~~pages 1 thru 12~~	1/10/95 ~~12/15/94~~
Comprehensive Safety Program	pages 1 thru 9	09/01/94
Affirmative Action/Equal Opportunity Hiring Plan	pages 1 thru 9	11/07/94
MBE/WBE Forms A thru E		
MBE/WBE Location Information	pages 1 & 2	07/29/94
List of Interested M/WBE Firms	pages 1 thru 29	10/12/94
Pre-Bid Conference Meeting Minutes	pages 1 thru 3	01/04/95

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

General Conditions pages 1 thru 103	~~pages 1 thru 100~~	01/25/95 ~~12/19/94~~
Project Conditions and Clarifications	pages 1 thru 17	08/15/94
Owner Controlled InsurancePlan (OCIP)	pages 1 of 1	
Wrap-Up Supplemental Questionnaire form	pages 1 thru 4	
Subcontract Forms - CF 19A	pages 1 thru 10	1993
CF 19B	pages 1 thru 25	1993
Labor Rates	Revised	08 31/94
Employers Ineligible to Bid On Or Be Awarded Any Public Work	pages 1 thru 4	08/18/94

DIVISION 1 - GENERAL REQUIREMENTS

01021	Owner's Administrative Procedures	Revised	12/07/94
01025	Application for Payment	Revised	12/07/94
01028	Unit Prices	Revised	10/25/94
01030	Alternates	Revised	12/07/94
01035	Modification Procedures	Deleted	09/12/94
01036	Request For Information Form	Revised	12/07/94
01040	Coordination	Issued	08/22/94
01045	Cutting and Patching	Issued	08/22/94
01050	Field Engineering	Issued	08/22/94
01060	Regulatory Requirements	Issued	08/22/94

01065	Special Design Requirements	Issued	06/20/94
01095	Reference Standards and Definitions	Revised	12/07/94
01300	Submittals	Revised	12/07/94
01301	Submittal Transmittal Form	Revised	12/07/94
01311	Contractor Prepared Network Analysis	Revised	12/07/94
01400	Quality Control	Revised	12/07/94
01402	Structural Quality Control	Revised	10/25/94
01500	Construction Facilities and Temporary Controls	Revised	12/07/94
01511	Construction Electricity and Lighting	Issued	08/22/94
01600	Material and Equipment	Issued	08/22/94
01630	Product Options and Substitutions	Revised	12/07/94
01631	Substitution Request Form	Revised	12/07/94
01700	Contract Closeout	Revised	12/07/94

VOLUME II

DIVISION 2 - SITE WORK

02060	Site Preparation/Clearing/Demolition	Revised	10/25/94
02200	Earthwork	Revised	12/07/94
02270	Erosion/Sediment Control and Topsoil	Revised	10/25/94
02356	Pile Load Tests	Revised	12/07/94
02360	Steel Piles	Revised	12/07/94
02500	Paving, Surfacing, and Exterior Site Concrete	Future	
02700	Site Utilities	Issued	10/25/94
02720	Site Lighting	Future	
02832	Chain Link Fence	Future	
02870	Site and Street Furnishings	Future	
02900	Landscaping	Future	

DIVISION 3 - CONCRETE

03100	Concrete Formwork	Issued	08/22/94
03200	Concrete Reinforcement	Issued	08/22/94
03300	Cast-in-Place Concrete	Revised	12/07/94
03330	Architectural Concrete	Issued	08/22/94
03450	Architectural Precast Concrete	Revised	10/25/94
03480	Precast Concrete Specialties	Revised	10/25/94
03490	Precast Concrete Seating Units	Revised	10/25/94
03600	Grout	Revised	10/25/94

DIVISION 4 - MASONRY

04212	Brick Unit Masonry	Revised	12/07/94
04220	Concrete Unit Masonry	Revised	10/25/94
04720	Cast Stone	Issued	08/22/94

DIVISION 5 - METALS

05030	Shop Preperation and Painting	Issued	08/22/94
05120	Structural Steel	Revised	12/07/94
05160	Spaceframes	Revised	11/08/94
05210	Steel Joists	Revised	10/25/94
05314	Steel Floor Deck	Issued	08/22/94
05316	Steel Roof Deck	Revised	10/25/94
05400	Cold Formed Metal Framing	Revised	12/07/94
05500	Metal Fabrications	Revised	12/07/94
05510	Metal Stairs	Revised	10/25/94
05720	Ornamental Railings	Revised	10/25/94
05722	Ornamental Glass Railing System	Revised	12/07/94
05810	Expansion Joint Cover Assemblies	Issued	08/22/94

DIVISION 6 - WOODS AND PLASTICS

06100	Rough Carpentry	Revised	10/25/94
06400	Architectural Woodwork	Issued	12/07/94

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07116	Composite Sheet Membrane Waterproofing	Issued	08/22/94
07119	Membrane Receptor Pan Waterproofing	Issued	10/25/94
07124	Hot Applied Modified Asphalt Waterproofing	Reissued	10/25/94
07130	Bentonite Waterproofing	Issued	01/10/95

07210	Building Insulation		Revised	12/07/94
07240	Exterior Insulation and Finish System		Issued	08/22/94
07256	Sprayed Fireproofing		Revised	12/07/94
07270	Firestopping		Revised	12/07/94
07410	Manufactured Wall Panels		Revised	10/25/94
07420	Prefinished Metal Siding		Revised	10/25/94
07421	Composite Metal Building Panels		Revised	10/25/94
07531	Ballasted ~~Single-Ply~~ Roofing System		Revised	10/25/94
07532	Mechanically Attached Single-Ply Roofing		Revised	10/25/94
07534	Mechanically Attached PVC Roofing		Revised	10/25/94
07535	Ballasted Roofing System		Revised	10/25/94
07600	Flashing and Sheet Metal		Revised	11/08/94
07720	Roof Accessories		Issued	08/22/94
07900	Joint Sealers		Issued	08/22/94

DIVISION 8 - DOORS AND WINDOWS

08110	Steel Doors and Frames		Issued	10/25/94
* 08120	Aluminum ~~Doors and Frames~~ DOORS		Revised	12/07/94
08211	Flush Wood Doors and Frames		Revised	12/07/94
08225	Fiberglass Doors and Frames		Issued	10/25/94
08306	Access Panels		Issued	10/25/94
08313	Sliding Glass Doors		Revised	10/25/94
08331	Insulated Overhead Coiling Doors		Revised	10/25/94
08332	Overhead Coiling Doors		Revised	12/07/94
08336	Overhead Coiling Counter Doors		Revised	12/07/94
08340	Coiling Doors		Deleted	
08342	Coiling Grilles		Issued	12/07/94
08360	Sectional Overhead Doors		Revised	12/07/94
08410	Aluminum Framing System		Revised	11/08/94
08520	Aluminum Windows		Revised	12/07/94
08650	Pass Through Window Assembly		Issued	12/07/94
08710	Finish Hardware		Revised	12/07/94
08810	Glass and Glazing		Revised	12/07/94
08920	Glazed Aluminum Curtain Walls		Revised	10/25/94
08925	Sloped Glazed Curtain Walls		Revised	10/25/94
08955	Skylight Systems		Revised	10/25/94

DIVISION 9 - FINISHES

09260	Gypsum Board Systems		Revised		12/07/94
09270	Gypsum Board Shaft Wall Systems		Issued		10/25/94
09280	Glass Fiber Reinforced Gypsum Fabrications		Revised		12/07/94
09310	Ceramic Tile	Revised	~~Issued~~	1/10/95	~~12/07/94~~
09510	Acoustical Ceilings		Issued		10/25/94
09520	Acoustical Wall Treatment		Issued		10/25/94
09530	Acoustical Ceiling Treatment		Issued		12/07/94
09650	Resilient Flooring		Issued		12/07/94
09680	Carpet		Revised		12/29/94
09780	Floor Treatment	Revised	~~Future~~		01/17/95
09816	Decorative Polychromatic Particle Coating		Issued		12/07/94
09900	Painting	Revised	~~Issued~~	1/17/95	~~12/07/94~~
09950	Wall Coverings		Issued		12/07/94

DIVISION 10 - SPECIALITIES

10105	Markerboards		Issued	12/07/94
10155	Toilet Partitions		Revised	12/7/94 ~~12/22/94~~
10194	Cubicle Track Assemblies		Issued	12/07/94
10210	Metal Wall Louvers		Issued	08/22/94

10260	Wall and Corner Guards	Issued	10/25/94
10350	Flagpoles	Revised	12/07/94
10410	Poster Case	Issued	08/22/94
10456	Turnstiles	Revised	12/29/94
10500	Lockers	Issued	12/07/94
10520	Fire Protection Specialities	Issued	10/25/94
10530	Awnings	Revised	12/07/94
10536	Retractable Patio Awnings	Revised	12/07/94
10605	Wire Mesh Partitions	Issued	11/17/94
10650	Operable Partitions	Revised	12/07/94
10850	Building Accessories	Revised	12/07/94

DIVISION 11 - EQUIPMENT

11021	Vault Door	Deleted	
11026	~~Ticket Windows~~ Bullet Resistant Ticket Window System	Issued	08/22/94
11060	Motorized Loudspeaker Cluster Rigging System	Issued	12/06/94
11132	Projection Screens	Issued	12/07/94
11160	Loading Dock Equipment	Issued	08/22/94
11175	Trash Chutes	Issued	12/29/94
11450	Residential Equipment	Issued	12/07/94
11451	Television Monitor Brackets ISSUED	~~Revised~~	~~10/25/94CH#4?~~
11724	Waste Compactors	Issued	12/29/94

DIVISION 12 - FURNISHINGS

	12330	Plastic Laminate Casework	Issued	12/07/94
	12500	Window Treatment	Issued	12/07/94
	12600	Furnishings	Deleted	
*	12690	Floor Mats and Frames	Issued	1/17/95 ~~12/07/94~~
*	12730	Arena ~~Seating~~ and Club Seating 12/29/94	Issued	~~1/17/95~~ ~~12/29/94~~
	12732	Suite Seating	Issued	12/29/94
	12734	Stadium Seating	Issued	12/29/94
	12750	Portable Riser Platforms	Issued	12/29/94
	12765	Retractable Seating	Issued	12/29/94
	12775	Portable Chairs	Future	
	12680	Vinyl Floor Deck	Issued	01/10/95

DIVISION 13 - SPECIAL CONSTRUCTION

13052	Saunas	Revised	12/07/94
13150	Spa	Revised	12/07/94
13160	Ice Floor System	Revised	12/07/94
13170	Dasher Board System	Revised	12/07/94

DIVISION 14 - CONVEYING SYSTEMS

14212	Electric Traction Passenger Elevators	Revised	10/25/94
14214	Electric Traction Service Elevators	Revised	10/25/94
14216	Electric Traction Freight Elevators	Revised	10/25/94
14310	Escalators	Revised	10/25/94

VOLUME III

DIVISION 15 - MECHANICAL

15005	Mechanical Equipment Schedules	Issued	10/25/94
15010	Basic Mechanical Requirements and System Description	Issued	10/25/94
15060	Pipe and Pipe Fittings	Issued	10/25/94
15100	Manual Valves	Issued	10/25/94
15120	Piping Specialties	Issued	10/25/94
15130	Meters and Gauges	Revised	12/07/94
15140	Hangers, Supports, Anchors, and Sleeves	Issued	10/25/94
15160	Pumps	Issued	10/25/94
15170	Electric Motors	Issued	10/25/94
15190	Identification	Issued	10/25/94
15250	Mechanical Systems Insulation	Revised	12/07/94
15310	Fire Protection Systems	Revised	12/07/94
15320	Fire Pumps	Issued	10/25/94
15401	Domestic Water	Revised	12/07/94
15405	Sanitary Waste and Vent System Components	Revised	12/07/94
15406	Roof and Area Drainage System	Issued	10/25/94
15440	Plumbing Fixtures and Trim	Revised	12/07/94
15484	Natural Gas Systems	Issued	10/25/94
15515	Hydronic Specialties	Issued	10/25/94
15545	Chemical Treatment	Issued	10/25/94
15555	Packaged Firetube ~~Steam or~~ Hot Water Boilers	Revised	12/07/94
15575	Breechings, Chimneys, and Stacks	Issued	10/25/94
15590	Fuel Oil Equipment	Revised	12/07/94
15685	Centrifugal Chillers	Revised	12/07/94
15710	Cooling Towers	Revised	12/07/94
15755	Heat Exchangers	Issued	11/08/94
15790	Coils	Issued	10/25/94
15830	Finned Tube Radiation and Convectors	Revised	12/07/94
15835	Unit Heaters and Cabinet Unit Heaters	Issued	10/25/94
15855	Package Air Handling Units	Revised	12/07/94
15860	Fans	Issued	10/25/94
15885	Filters	Issued	10/25/94
15890	Ductwork Systems	Issued	10/25/94
15895	Special Air Distribution Systems	Issued	10/25/94
15900	Duct Lining	Issued	10/25/94
15910	Ductwork Accessories	Issued	10/25/94
15930	Air Terminal Units	Issued	10/25/94
15935	Diffusers, Registers and Grilles	Revised	12/07/94
15955	Building Systems Control	Issued	10/25/94
15965	Control Wiring	Issued	10/25/94
15970	Control Valves, Dampers and Actuators	Issued	10/25/94
15980	Control Panels, Controllers, and Sensors	Issued	10/25/94
15981	Control Systems Workstations and Peripherals	Issued	10/25/94
15985	Control System Sequences of Operation	Revised	12/07/94
15986	Control Systems Point List	Revised	12/07/94
15990	Testing, Adjusting, and Balancing	Issued	10/25/94

DIVISION 16 - ELECTRICAL

16050	Basic Electrical	Issued	10/25/94
16060	Equipment Support and Concrete Work	Issued	10/25/94
16110	Raceways and Fittings	Revised	12/07/94
16111	Wireways and Gutters	Issued	10/25/94
16112	Cable Support System	Issued	10/25/94

16120	600 Volt Wire	Issued	10/25/94
16130	Electrical Boxes and Fittings	Issued	10/25/94
16132	Floor Boxes	Issued	10/25/94
16140	Wiring Devices	Issued	10/25/94
16141	Surface Raceways (MOA)	Issued	10/25/94
16160	Cabinets and Enclosures	Issued	10/25/94
16195	Electrical Identification	Issued	10/25/94
16197	Power Characteristics	Issued	10/25/94
16322	Substation Transformers	Issued	10/25/94
16425	Switchboards	Issued	10/25/94
16427	Transient Voltage Surge Suppressors (TVSS)	Revised	12/07/94
16430	Service Equipment and Metering	Revised	12/07/94
16440	Disconnect Switches (Safety Switches)	Issued	10/25/94
16443	Show and Television Power Panels	Issued	10/25/94
16450	Grounding	Issued	10/25/94
16460	Dry Type Transformers	Issued	10/25/94
16465	Busway (600 Volt and Less)	Issued	10/25/94
16472	Branch Panelboards	Issued	10/25/94
16474	Distribution Panelboards	Issued	10/25/94
16478	Fuses (600 Volt & Less)	Issued	10/25/94
16481	Motor Starters	Issued	10/25/94
16483	Motor Control Centers	Issued	10/25/94
16484	Variable Speed Drives	Issued	10/25/94
16485	Contactors and Relays	Issued	10/25/94
16490	Transfer Switches	Issued	10/25/94
16501	Lamps	Issued	10/25/94
16502	Luminaire Accessories	Issued	10/25/94
16510	Interior Luminaires	Issued	10/25/94
16515	Arena Lighting	Issued	10/25/94
16520	Exterior Luminaires	Issued	10/25/94
16535	Emergency Lighting	Issued	10/25/94
16562	Security Camera Television System (SCTV)	Issued	10/25/94
16620	Emergency Engine Generators (Diesel)	Revised	12/07/94
16670	Lightning Protection System	Revised	12/07/94
16723	Fire Alarm System	Revised	12/07/94
16724	Security Systems	Issued	10/25/94
16740	Telephone Raceway System	Issued	10/25/94
16770	Sound System	Issued	12/06/94
16771	Distributed Sound and Intercom Systems	Issued	12/06/94
16772	Provisions for the Sound Reinforcement and Audio/Video Systems	Revised	12/07/94
16780	MATV and Broadcast Cable Systems	Issued	12/06/94
16786	Door Signal System	Issued	10/25/94
16790	Provisions for Scoreboards and Message Centers	Issued	10/25/94
16917	Wall Dimmers	Issued	10/25/94
16920	Public Area Lighting Control and Dimming Systems	Issued	10/25/94
16955	Kitchen Equipment Connection	Issued	10/25/94
16960	Electrical Testing	Issued	10/25/94
16970	Panelboard and Relay/Dimmer Panel Schedules	Revised	12/07/94

VOLUME IV

Geotechnical Report	Issued	03/21/94
Wind Loading Study	Issued	04/19/94
Roof Snow Loading Assessment	Issued	04/19/94
Fire Protection Program	Issued	07/07/94

END OF DOCUMENT

ATTACHMENT 1.2.2

DOCUMENT 00004
LIST OF DRAWINGS

* REV. 5/01/95

GENERAL PROJECT INFORMATION

G000 Series

G001	General Notes/List of Drawings	Revised	12/07/94

CIVIL

C101	~~Utility~~ Demolition Plan	Issued	08/22/94
C120	Plan Storm Sewer	Issued	10/25/94
C121	Plan Storm Sewer	Issued	10/25/94
C122	Storm Sewer Profiles	Issued	10/25/94
C130	Plan Water Line and Sanitary Sewer	Issued	10/25/94
C131	Sanitary Sewer Profile	Issued	10/25/94
C132	Water and Sewer Details	Issued	10/25/94
C133	Manhole Details	Issued	10/25/94

LANDSCAPE

LS Series

LS1	Survey (1" =60')	Reference Only	10/25/94 ~~08/22/94~~
LS2	Partial Survey (1" =20')	Reference Only	~~08/22/94~~ 10/25/94

ARCHITECTURAL

A000 Series

A001	Key Notes	Revised	12/07/94
A002	Wall Types	Revised	11/17/94

A100 Series - Site Drawings

A101	Site Plan (1" =60')	Revised	12/07/94
A102	Enlarged Site Plan (1" =20')	Revised	12/07/94

A200 Series - Floor Plans

A200	Geometry Plan	Revised	11/28/94
A201	Event Floor Level	Revised	12/07/94
A202	Main Concourse Level	Revised	12/07/94
A203	Club Level	Revised	12/07/94
A204	Suite Level	Revised	12/07/94
A205	Upper Concourse Level	Revised	12/07/94
A206	Mechanical Level	Revised	12/07/94
A207	Press Level Upper Deck	Revised	12/07/94
A208	Catwalk Plan	Revised	10/25/94
A209	Roof Plan	Revised	11/28/94
A211	Event Floor Level Sectant A (1/8" = 1'-0")	Revised	11/17/94
A212	Event Floor Level Sectant B (1/8" = 1'-0")	Revised	12/07/94
A213	Event Floor Level Sectant C (1/8" = 1'-0")	Revised	10/25/94
A214	Event Floor Level Sectant D (1/8" = 1'-0")	Revised	12/07/94
A215	Event Floor Level Sectant E (1/8" = 1'-0")	Revised	12/07/94
A216	Event Floor Level Sectant F (1/8" = 1'-0")	Revised	12/07/94

A221	Main Concourse Level - Sectant A (1/8" = 1'-0")	Revised	12/07/94
A222	Main Concourse Level - Sectant B (1/8" = 1'-0")	Revised	12/07/94
A223	Main Concourse Level - Sectant ~~X~~ (1/8" = 1'-0") C	Revised	12/07/94
A224	Main Concourse Level - Sectant D (1/8" = 1'=0")	Revised	12/07/94
A225	Main Concourse Level - Sectant E (1/8" = 1'=0")	Revised	12/07/94
A226	Main Concourse Level - Sectant F (1/8" = 1'=0")	Revised 9/19/94	~~12/07/94~~
A231	Club Level Sectant A (1/8" = 1'-0")	Revised	12/07/94
A232	Club Level Sectant B (1/8" = 1'-0")	Revised	12/07/94
A233	Club Level Sectant C (1/8" = 1'-0")	Revised	12/07/94
A234	Club Level Sectant D (1/8" = 1'-0")	Revised	12/07/94
A235	Club Level Sectant E (1/8" = 1'-0")	Revised	11/23/94
A236	Club Level Sectant F (1/8" = 1'-0")	Revised	12/07/94
A241	Suite Level Sectant A (1/8" = 1'-0")	Revised	12/07/94
A242	Suite Level Sectant B (1/8" = 1'-0")	Revised	12/07/94
A243	Suite Level Sectant C (1/8" = 1'-0")	Revised	12/07/94
A244	Suite Level Sectant D (1/8" = 1'-0")	Revised	11/23/94
A245	Suite Level Sectant E (1/8" = 1'-0")	Revised	11/27/94
A246	Suite Level Sectant F (1/8" = 1'-0")	Revised	12/07/94
A251	Upper Concourse Level Sectant A (1/8" = 1'-0")	Revised	12/07/94
A252	Upper Concourse Level Sectant B (1/8" = 1'-0")	Revised	12/07/94
A253	Upper Concourse Level Sectant C (1/8" = 1'-0")	Revised	11/17/94
A254	Upper Concourse Level Sectant D (1/8" = 1'-0")	Revised	11/8/94
A261	Mechanical Level Sectant A (1/8" = 1'-0")	Revised	10/25/94
A262	Mechanical Level Sectant B (1/8" = 1'-0")	Revised	11/17/94
A263	Mechanical Level Sectant C (1/8" = 1'-0")	Revised	11/17/94
A264	Mechanical Level Sectant D (1/8" = 1'-0")	Revised	11/23/94
A271	Upper Deck/Press Level Sectant A (1/8" = 1'-0")	Revised	11/17/94
A272	Upper Deck/Press Level Sectant B (1/8" = 1'-0")	Revised	11/17/94
A273	Upper Deck/Press Level Sectant C (1/8" = 1'-0")	Revised	11/8/94
A274	Upper Deck/Press Level Sectant D (1/8" = 1'-0")	Revised	11/8/94

A300 Series - Exterior Elevations and Arena Sections

A301	Elevations (1/16" = 1'-0")	Revised	11/17/94
A302	Elevations (1/16" = 1'-0")	Revised	12/07/94
A308	Precast Elevations Sectant A & B	Revised	11/8/94
A309	Precast Elevatoins Sectant C & D	Revised	11/8/94
A310	Building Sections	Issued	08/22/94
A312	Partial Transverse Section (1/8" = 1'-0")	Revised	12/07/94
A313	Partial Section (1/8" = 1'-0")	Revised	12/07/94
A321	Positive Wind Pressure	Reference Only	08/22/94
A322	Negative Wind Pressure	Reference Only	08/22/94

A400 Series - Exterior Wall Sections

A401	Wall Sections	Revised	11/23/94
A402	Wall Sections	Revised	12/07/94
A403	Wall Sections	Revised	11/17/94
A404	Wall Sections	Revised	11/17/94
A405	Wall Sections	Revised	12/07/94
A406	Wall Sections	Revised	11/17/94
A407	Wall Sections	Revised	11/23/94

A408	Wall Sections South Wall & Club	Revised	10/25/94
A409	Wall Sections - Trash Chute	Revised	11/23/94
A410	Wall Sections North Elevation	Revised	09/12/94
A411	Wall Sections	Revised	09/12/94
A412	Wall Sections	Revised	10/25/94

A500 Series - Exterior Details

A501	Exterior Details Precast Walls	Revised	11/08/94
A502	Exterior Details	Revised	12/07/94
A503	Details	Revised	11/08/94
A504	Details	Revised	11/8/94
A510	Exterior Detail North Wall	Revised	12/07/94
A511	Typical Exterior Details (Pavilion)	Revised	12/07/94
A512	Exterior Details	Revised	11/23/94
A513	Exterior Details West Wall	Revised	10/25/94
A514	Exterior Details	Revised	10/25/94
A515	Exterior Details	Revised	10/25/94
A516	Exterior Details	Revised	11/23/94
A520	Deck Details	Revised	11/17/94
A521	Deck Details	Revised	10/25/94
A525	North Bridge Details	Revised	11/17/94
A530	Roof Details	Revised	11/8/94

A600 Series - Vertical Circulation and Vertical Transportation

A601	Stair Plans	Revised	10/25/94
A602	Stair Plans Sections & Details	Revised	11/17/94
A610	Elevator Plans and Details - Passenger Elevator #1 & 2, 4 & 5	Revised	11/17/94
A611	Elevator Plans Freight Elevator #6 & Service Elevator #7	Revised	11/17/94
A612	Elevator Hoistway Sections - Elevators #1. 2. 3. 4 & 6	Issued	08/22/94
A620	Escalator Plans Sections & Details	Revised	11/17/94
A621	Escalator Details and Stair Plans, Sections and Details	Revised	11/17/94
A640	Stair Details	Revised	11/17/94

A700 Series - Reflected Ceiling Plans

A711	Event Floor Sectant Plan A (1/8" = 1'-0")	Revised	12/07/94
A712	Event Floor Sectant Plan B (1/8" = 1'-0")	Revised	12/07/94
A713	Event Floor Sectant Plan C (1/8" = 1'-0")	Revised	12/07/94
A714	Event Floor Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A715	Event Floor Sectant Plan E (1/8" = 1'-0")	Revised	12/07/94
A716	Event Floor Sectant Plan F (1/8" = 1'-0")	Revised	12/07/94
* A721	Main Concourse Sectant Plan A (1/8" = 1'-0")	Revised	12/07/94 ~~11/28/94~~
* A722	Main Concourse Sectant Plan B (1/8" = 1'-0")	Revised	12/07/94 ~~11/17/94~~
A723	Main Concourse Sectant Plan C (1/8" = 1'-0")	Revised	12/07/94
* A724	Main Concourse Sectant Plan D (1/8" = 1'-0")	Issued	12/07/94 ~~10/25/94~~
* A725	Main Concourse Sectant Plan E (1/8" = 1'-0")	Issued	12/07/94 ~~10/25/94~~
A726	Main Concourse Sectant Plan F (1/8" = 1'-0")	Revised	12/7/94 ~~11/17/94~~
A731	Club Level Sectant Plan A (1/8" = 1'-0")	Revised	12/07/94
A732	Club Level Sectant Plan B (1/8" = 1'-0")	Revised	12/07/94
A733	Club Level Sectant Plan C (1/8" = 1'-0")	Revised	12/07/94

A734	Club Level Sectant Plan D (1/8" = 1'-0")	Revised	12/07/94
A735	Club Level Sectant Plan E (1/8" = 1'-0")	Revised	12/07/94
A736	Club Level Sectant Plan F (1/8" = 1'-0")	Revised	12/07/94
A741	Suite Level Sectant Plan A (1/8" = 1'-0")	Revised	12/07/94
A742	Suite Level Sectant Plan B (1/8" = 1'-0")	Revised	12/07/94
A743	Suite Level Sectant Plan C (1/8" = 1'-0")	Revised	12/07/94
A744	Suite Level Sectant Plan D (1/8" = 1'-0")	Revised	12/07/94
A745	Suite Level Sectant Plan E (1/8" = 1'-0")	Revised	12/07/94
A751	Upper Concourse Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A752	Upper Concourse Sectant Plan B (1/8" = 1'-0")	Revised	12/07/94
A753	Upper Concourse Sectant Plan C (1/8" = 1'-0")	Revised	11/17/94
A754	Upper Concourse Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A773	Press Level Sectant Plan C (1/8" = 1'-0")	Revised	12/07/94
A774	Press Level Sectant Plan D (1/8" = 1'-0")	Revised	12/07/94
A775	Typical Ceiling Details	Revised	12/07/94
A776	Acoustical Banners and Lapidaries	Issued	12/07/94

A800 Series - Large Scale Interior Elevations and Details

A800	Typ Mounting Height Schedule	Revised	12/07/94
A801	Int. Elev. Pavilion (Loocking North/South	Revised	12/07/94
A801.5	Int. Elev. Pavilion (Loocking North/South	Revised	11/8/94
A802	Interior Elev. at Pavillion	Revised	11/17/94
A803	Event Floor Typ Public Interior Elevations	Revised	11/17/94
A804	Sabres Locker Room Enlarged Plan	Revised	12/07/94
A805	Sabres Locker Room Elevations	Revised	12/07/94
A806	Event Level Enlarged Plans/Elevations	Revised	11/17/94
A807	Event Floor Enlarged Plans/Elevations	Revised	12/07/94
A808	Interior Elevations 2A09 IR45/RS)	Revised	12/07/94
A809	Interior Elevations 2C17 IR29/R21)	Revised	12/07/94
A810	Interior Elevation - Main Concourse (RS/R15)	Revised	12/07/94
A811	~~Typ.~~ Interior Sections	Revised	12/07/94
A812	~~Enlarged~~ M.C. Toilets Plans/Elevations	Revised	12/07/94
A813	~~Typ.~~ Interior Sections	Revised	12/07/94
A814	Interior Elevations - Club Level	Revised	12/07/94
A815	Enlarged Plans/Details - Club Level	Issued	12/07/94
A816	Interior Elevations - Suite Level	Revised	12/07/94
A817	Interior Elevation - Upper Concourse	Revised	12/07/94
A818	~~Enlarged Plans/Elevation~~ - Upper Concourse Toilet Plans and Elevations	Revised	12/07/94
A820	Press Level Elevations/~~Enlarged Plans~~	Revised	12/07/94
A821	Door/~~Interior Opening~~ Details	Revised	11/28/94
A822	Door/Interior ~~Opening~~ Details	Revised	12/07/94
A823	Slab Details	Revised	11/28/94
A824	Ice Floor Details	Revised	12/07/94
A825	Suite Plan Details	Revised	12/07/94
A826	Suite Details	Revised	11/23/94
A827	Suite Details	Revised	12/07/94
A831	Column Details	Revised	12/07/94
A832	~~Column~~ Interior Details	Revised	12/07/94
A850	~~Casework~~ Interior Details/Elevations	Revised	12/07/94
A851	~~Casework~~ Interior Details Elevations	Issued	10/25/94
A852	Interior Details, Elevations & Sections	Issued	12/07/94
A871	~~Event~~ Floor Pattern	Issued	09/12/94
A872	Floor Patterns - ~~Main Concourse~~	Issued	12/07/94

A900 Series - Spectator Drawings

A901	Typ. Bowl Quadrant 1/8" (Railing Key Plan)	Revised	11/23/94
A902	~~Typ~~. Bowl Details	Revised	10/25/94
A903	~~Typ~~. Bowl Details	Revised	11/17/94
A904	Seat Counts 1/16" (Lower Deck/Club) REVISED	~~Issued~~ 12/29/94 ~~08/22/94~~	
A905	Seat Counts 1/16" (Upper Deck) REVISED	~~Issued~~ 12/29/94 ~~08/22/94~~	
A906	Bowl Details	Revised	11/17/94
A907	~~Hockey Dasher Sheet~~ Bowl Details	Revised	11/28/94
A910	Seating Sections / Plans	Issued	12/29/94
A911	Seating Sections / Plans	Issued	12/29/94

STRUCTURAL

S001	Structural General Notes	Revised	12/01/94
S002	Structural Drawing Index, Abbreviations and Symbols	Revised	10/25/94
S101	Structural Load Key Plans	Issued	08/22/94
S102	Structural Load Key Plans	Issued	08/22/94
S103	Structural Load Key Key Plans	Issued	10/25/94
S104	Structural Load Key Key Plans	Issued	10/25/94
S105	Structural Load Key Key Plans	Issued	10/25/94
S211	Event Level Plan - Sectant - 'A"	Revised	09/22/94
S212	Event Level Plan - Sectant - 'B"	Revised	12/01/94
S213	Event Level Plan - Sectant - 'C"	Revised	12/01/94
S214	Event Level Plan - Sectant - 'D"	Revised	12/01/94
S215	Event Level Plan - Sectant - 'E"	Revised	09/22/94
S216	Event Level Plan - Sectant - 'F"	Revised	11/17/94
S221	Main Concourse Framing Plan - Sectant - 'A"	Revised	11/23/94
S222	Main Concourse Framing Plan - Sectant - 'B"	Revised	11/23/94
S223	Main Concourse Framing Plan - Sectant - 'C"	Revised	11/23/94
S224	Main Concourse Framing Plan - Sectant - 'D"	Revised	11/23/94
S225	Main Concourse Framing Plan - Sectant - 'E"	Revised	11/08/94
S226	Main Concourse Framing Plan - Sectant - 'F"	Revised	09/16/94
S231	Club Level Framing Plan - Sectant - 'A"	Revised	11/8/94
S232	Club Level Framing Plan - Sectant - 'B"	Revised	11/08/94
S233	Club Level Framing Plan - Sectant - 'C"	Revised	11/08/94
S234	Club Level Framing Plan - Sectant - 'D"	Revised	11/08/94
S235	Club Level Framing Plan - Sectant - 'E"	Revised	10/25/94
S236	Club Level Framing Plan - Sectant - 'F"	Revised	10/25/94
S241	Suite Level Framing Plan - Sectant - 'A"	Revised	11/08/94
S242	Suite Level Framing Plan - Sectant - 'B"	Revised	11/08/94
S243	Suite Level Framing Plan - Sectant - 'C"	Revised	11/08/94
S244	Suite Level Framing Plan - Sectant - 'D"	Revised	11/08/94
S245	Suite Level Framing Plan - Sectant - 'E"	Revised	10/25/94
S246	Suite Level Framing Plan - Sectant - 'F"	Revised	09/12/94
S251	Upper Concourse Framing Plan - Sectant - 'A"	Revised	11/08/94
S252	Upper Concourse Framing Plan - Sectant - 'B"	Revised	10/25/94
S253	Upper Concourse Framing Plan - Sectant - 'C"	Revised	11/08/94
S254	Upper Concourse Framing Plan - Sectant - 'D"	Revised	11/08/94
S255	Upper Concourse Framing Plan - Sectant - 'E"	Revised	10/25/94
S256	Upper Concourse Framing Plan - Sectant - 'F"	Revised	09/16/94
S261	Mechanical Level Framing Plan - Sectant - 'A"	Revised	11/08/94
S262	Mechanical Level Framing Plan - Sectant - 'B"	Revised	09/12/94

S263	Mechanical Level Framing Plan - Sectant - 'C"	Revised	11/08/94
S264	Mechanical Level Framing Plan - Sectant - 'D"	Revised	11/08/94
S265	Mechanical Level Framing Plan - Sectant - 'E"	Revised	10/25/94
S266	Mechanical Level Framing Plan - Sectant - 'F"	Revised	09/12/94
S271	Upper Deck / Press Level Framing Plan - Sectant - 'A"	Revised	12/07/94
S272	Upper Deck / Press Level Framing Plan - Sectant - 'B"	Issued	08/22/94
S273	Upper Deck / Press Level Framing Plan - Sectant - 'C"	Revised	11/17/94
S274	Upper Deck / Press Level Framing Plan - Sectant - 'D"	Revised	12/07/94
S281	Gutter Roof Framing Plan Sectant A	Revised	10/25/94
S282	Gutter Roof Framing Plan Sectant B	Revised	09/12/94
S283	Gutter Roof Framing Plan Sectant C	Revised	09/12/94
S284	Gutter Roof Framing Plan Sectant D	Revised	09/12/94
S290	Bottom Chord Catwalk & Riggin Framing	Issued	10/25/94
S291	Main Roof Framing Plan	Issued	10/25/94
S301	Raker Frame Elevations	Revised	12/07/94
S302	Raker Frame Elevations	Revised	12/07/94
S303	Raker Frame Elevations	Revised	12/07/94
S304	Raker Frame Elevations	Revised	09/22/94
S311	Typical Structural Precast Details	Revised	09/12/94
S312	Typical Structural Precast Details	Issued	08/22/94
S321	Structural Slab Reinforcing Key Plans	Revised	09/22/94
S322	Structural Slab Reinforcing Key Plans	Revised	09/22/94
S331	Exterior Arch. Wall Connections	Revised	10/25/94
S341	Structural Elevator Plans	Revised	09/12/94
S401	Framing Elevations	Revised	11/8/94
S402	Framing Elevations	Revised	11/8/94
S403	Framing Elevations	Revised	12/01/94
S411	Framing Details	Revised	09/12/94
S412	Framing Details	Revised	12/07/94
S421	Pavilion Truss Elevations and Details	Revised	09/16/94
S422	Pavilion Truss Elevations and Details	Issued	08/22/94
S501	Main Roof Truss Elevations	Issued	10/25/94
S502	Main Roof Truss Elevations	Issued	10/25/94
S503	Main Roof Truss Elevations	Issued	10/25/94
S511	Main Roof Truss Details	Revised	12/01/94
S512	Main Roof Truss Details	Revised	12/01/94
S513	Main Roof Truss Details	Revised	12/01/94
S514	Main Roof Truss Details	Revised	12/01/94
S515	Main Roof Truss Details	Revised	12/01/94
S516	Main Roof Truss Details	Revised	12/01/94
S517	Main Roof Truss Details	Issued	10/25/94
S611	Typical Structural Reinforcement Details	Revised	09/19/94
S621	Typical Structural Concrete Details	Issued	08/22/94
S631	Typical Structural Steel Connection Details	Issued	08/22/94
S632	Typical Structural Steel Connection Details	Revised	10/25/94
S641	Typical Structural Deck Details	Revised	09/12/94

S651	Masonry Wall Bracing Plan	Issued	10/25/94
S652	Masonry Details	Issued	10/25/94
S711	Pile/Pilecap/Foundation Schedules and Details	Revised	11/08/94
S712	Event Level/Foundation Sections and Details	Revised	09/12/94
S713	Event Level/Foundation Sections and Details	Revised	09/22/94
S714	Event Level/Foundation Sections and Details	Revised	09/12/94
S721	Main Concourse Sections and Details	Revised	09/12/94
S722	Main Concourse Sections and Details	Revised	09/22/94
S723	Main Concourse Sections and Details	Revised	09/16/94
S724	Main Concourse Sections and Details	Revised	09/22/94
S731	Club Level Sections and Details	Revised	09/16/94
S732	Club Level Sections and Details	Revised	09/22/94
S741	Suite Level Sections and Details	Revised	09/16/94
S742	Suite Level Sections and Details	Revised	09/22/94
S751	Upper Concourse Sections and Details	Revised	09/12/94
S752	Upper Concourse Sections and Details	Revised	11/08/94
S761	Mechanical Level Sections and Details	Issued	08/22/94
S771	Upper Deck/Press Level Sections and Details	Revised	12/07/94
S772	Upper Deck/Press Level Sections and Details	Revised	12/07/94
S781	Gutter Roof Sections and Details	Revised	10/25/94
S782	Catwalk, Platform and Rigging Grid Sections & Details	Issued	10/25/94
S791	Main Roof Sections and Details	Revised	10/25/94
S792	Main Roof Sections and Details	Revised	12/01/94
S811	Column Schedule and Details	Revised	11/8/94
S812	Column Schedule and Details	Revised	12/01/94

MECHANICAL

M001	Title Sheet	Revised	11/17/94
M101	Event Level - Fire Protection	Revised	11/23/94
M102	Main Course - Fire Protection	Revised	11/23/94
M103	Club Level - Fire Protection	Revised	11/23/94
M104	Suite Level - Fire Protection	Revised	11/23/94
M105	Upper Concourse Level - Fire Protection	Revised	11/23/94
M106	Mechanical Level - Fire Protection	Revised	11/23/94
M107	Press Level/Upper Deck - Fire Protection	Revised	11/23/94
M108	Catwalk Level - Fire Protection	Revised	11/23/94
M200	Underground - Plumbing	Revised	11/17/94
M201	Event Floor Level - Plumbing	Revised	11/17/94
M202	Main Concourse Level - Plumbing	Revised	11/23/94
M203	Club Level - Plumbing	Revised	11/17/94
M204	Suite Level - Plumbing	Revised	11/17/94
M205	Upper Concourse Level - Plumbing	Revised	11/17/94
M206	Mechanical Level - Plumbing	Revised	11/17/94
M207	Press Level/Upper Deck - Plumbing	Revised	11/17/94
M208	Roof Plan - Plumbing	Issued	10/25/94

M270A	Riser Diagrams - Plumbing	Revised	11/17/94
M270B	Riser Diagrams - Plumbing	Revised	11/17/94
M270C	Riser Diagrams - Plumbing	Revised	11/17/94
M270D	Riser Diagrams - Plumbing	Revised	11/17/94
M270E	Riser Diagrams - Plumbing	Revised	11/17/94
M270F	Riser Diagrams - Plumbing	Revised	11/17/94
M301A	Event Level Sectant 'A' - Piping & Ventilation	Revised	11/17/94
M301B	Event Level Sectant 'B' - Piping & Ventilation	Revised	11/17/94
M301C	Event Level Sectant 'C' - Piping & Ventilation	Revised	11/17/94
M301D	Event Level Sectant 'D' - Piping & Ventilation	Revised	11/17/94
M301E	Event Level Sectant 'E' - Piping & Ventilation	Revised	11/23/94
M301F	Event Level Sectant 'F' - Piping & Ventilation	Revised	11/17/94
M302	Main Concourse Level - Piping & Ventilation	Revised	11/23/94
M303	Club Level - Piping & Ventilation	Revised	11/23/94
M304	Suite Level - Piping & Ventilation	Revised	11/23/94
M305	Upper Concourse Level - Piping & Ventilation	Revised	11/17/94
M306	Mechanical Level - Piping & Ventilation	Revised	11/23/94
M307	Press Level/Upper Deck - Piping & Ventilation	Revised	11/23/94
M406	Mechanical Level - Piping	Revised	11/17/94
M407	Press Level/Upper Deck - Piping	Revised	11/23/94
M501	Chilled and Condenser Water Flow Diagrams	Revised	11/23/94
M502	Heating Water Flow Diagrams	Revised	11/17/94
M503	Air Flow Diagrams	Revised	11/17/94
M601	Details	Issued	10/25/94
M602	Details	Issued	10/25/94

ELECTRICAL

E001	Electrical Title Sheet and Symbols	Revised	11/23/94
E101	Electrical Site Plan	Revised	11/23/94
E102	Electrical Partial Site Plan	Revised	11/23/94
E103	Electrical Underground Conduit Plan	Revised	11/17/94
E201-A	Event Floor Level Sectant 'A' Power Plan	Revised	11/17/94
E201-B	Event Floor Level Sectant 'B' Power Plan	Revised	11/17/94
E201-C	Event Floor Level Sectant 'C' Power Plan	Revised	11/23/94
E201-D	Event Floor Level Sectant 'D' Power Plan	Revised	11/28/94
E201-E	Event Floor Level Sectant 'E' Power Plan	Revised	11/17/94
E201-F	Event Floor Level Sectant 'F' Power Plan	Issued	10/25/94
E202	Main Concourse Level Power Plan	Revised	11/17/94
E203	Club Level Power Plan	Revised	11/17/94
E204	Suite Level Power Plan	Revised	11/17/94
E205	Upper Concourse Level Power Plan	Revised	11/17/94
E206	Mechanical Level Power Plan	Revised	11/17/94
E207-C	Upper Deck/Mech. Level Power Plan	Revised	11/17/94
E207-D	Upper Deck/Mech. Level Power Plan	Revised	11/17/94
E208	Catwalk Level Power Plan	Revised	11/23/94
E301-A	Event Floor Level Sectant 'A' Lighting Plan	Revised	11/17/94
E301-B	Event Floor Level Sectant 'B' Lighting Plan	Revised	11/17/94
E301-C	Event Floor Level Sectant 'C' Lighting Plan	Issued	10/25/94
E301-D	Event Floor Level Sectant 'D' Lighting Plan	Revised	11/17/94
E301-E	Event Floor Level Sectant 'E' Lighting Plan	Revised	11/17/94
E301-F	Event Floor Level Sectant 'F' Lighting Plan	Revised	11/17/94
E302	Main Concourse Level Lighting Plan	Revised	11/17/94

E303	Club Level Lighting Plan	Revised	11/17/94
E304	Suite Level Lighting Plan	Revised	11/17/94
E305	Upper Concourse Level Lighting Plan	Revised	11/17/94
E306	Mechanical Level Lighting Plan	Issued	10/25/94
E307	Upper Deck/Mech. Level Lighting Plan	Revised	11/17/94
E308	Catwalk Level Lighting Plan	Revised	11/17/94
E309	Lighting Fixture Schedule	Revised	11/28/94
E310	Lighting Fixture Schedule	Revised	11/17/94
E401	Arena Lighting Plan	Revised	11/17/94
E402	Arena Lighting Schedules and Details	Issued	10/25/94
E403	Arena Lighting Control Details and Riser Diagram	Revised	11/17/94
* E404	Aisle Lighting Plan and Details	Revised	11/17/94
E405	Arena Lighting Relay/Dimmer Schedules	Issued	10/25/94
E501	Event Floor Level Communication Plan	Revised	11/17/94
E502	Main Concourse Level Communication Plan	Revised	11/17/94
E503	Club Level Communication Plan	Revised	11/17/94
E504	Suite Level Communication Plan	Revised	11/17/94
E505	Upper Concourse Level Communication Plan	Revised	11/17/94
E506	Mechanical Level Communication Plan	Revised	11/17/94
E507	Upper Deck/Mech. Level Communication Plan	Revised	11/17/94
E508	Catwalk Level Communication Plan	Revised	11/17/94
E601	Communication Riser Diagrams	Revised	11/28/94
E602	Communication Riser Diagrams	Revised	11/17/94
E701	Enlarged Electrical Room Details	Revised	11/23/94
E702	Enlarged Plans and Details	Revised	11/23/94
E801	Power Riser Diagram	Revised	11/23/94
E802	Power Riser Diagram	Revised	11/23/94
E803	Motor and Equipment Schedules	Revised	11/23/94
E804	Electrical Details	Revised	11/17/94
E805	Lightning Protection Plan and Details	Issued	10/25/94
	ENLARGED FOOD SERVICE PLANS & SCHEDULES		
* E901	Food Service - Event Level	Revised	11/28/94
E902	Food Service - Main Concourse	Revised	11/28/94
E903	Food Service - Club Level	Revised	11/08/94
E904	Food Service - Suite Level	Revised	11/28/94
E905	Food Service - Upper Concourse	Revised	11/28/94
E906	Food Service - Mechanical Level	Revised	11/28/94
E907	Food Service - Press Level	Revised	11/28/94

FOOD SERVICE - See Attached Food Service Drawing List Dated 2/1/95

FS211	Comissary Kitchen Layout & Equipment	Issued	11/17/94
FS211.1	Commissary Plumbing and Electrical	Issued	11/17/94
FS211.2	Food Service Office Layout and Equipment	Issued	11/17/94
FS211.3	Food Service Office Plumbing and Electrical	Issued	11/17/94
FS212	Uniform #1A1b	Issued	11/17/94
FS213	Cash Balance #1D04A and Cash Control #1D04	Issued	11/17/94
FS221	Stand #2A03	Issued	11/17/94
FS222	Stands 2A10 and #2A12 Layout and Equipment	Issued	11/17/94
FS222-1	Stands #2A06 and Plumbing/Electrical at #2A10 and #2A12	Issued	11/17/94
FS223	Stand #1A20	Issued	11/17/94
FS224	Stand #2B01	Issued	11/17/94
FS225	Stand #2B08 (#2C11 Opposite Hand)	Issued	11/17/94
FS226	Vendor Commissary #2B14	Issued	11/17/94

FS227	Stands #2C18, 2C19 & 2D12 Layout & Equipment	Issued	11/17/94
FS227-1	Stands #2C18, 2C19 & 2D12 Layout & Equipment	Issued	11/17/94
FS228	Vendor Commissary #2D08	Issued	11/17/94
FS229	Aud Club Kitchen #E202B	Issued	11/17/94
FS229-1	Aud Club Kitchen #E202B	Issued	11/17/94
FS231	Stand Pantry #3B08A	Issued	11/17/94
FS232	Pantry/Suite Kitchen #3D07	Issued	11/17/94
FS241	Suite Kitchen #4B04	Issued	11/17/94
FS242	Pantry #4C02/Storage #4C03	Issued	11/17/94
FS242.1	Pantry #4C02/Storage #4C03	Issued	11/17/94
FS243	Storage #4D02A	Issued	11/17/94
FS244	Pantry/Storage #4D03	Issued	11/17/94
FS251	Stand #5A04	Issued	11/17/94
FS252	Stand #5A11	Issued	11/17/94
FS253	Stand #5B10	Issued	11/17/94
FS253.1	Stand #5B10	Issued	11/17/94
FS254	Stand #5C13	Issued	11/17/94
FS255	StandS #5C17, 5C18 and 5D01 Layout and Equipment	Issued	11/17/94
FS255-1	Stands #5C17, 5C18 and 3D01 Plumbing/Electrical	Issued	11/17/94
FS256	Vendor Commissary #5D06	Issued	11/17/94
FS271	Stand #7C10	Issued	11/17/94
FS321	Dimensioned Utility Plans - Main Concourse	Issued	12/07/94
FS322	Dimensioned Utility Plans - Main Concourse	Issued	12/07/94
FS323	Dimensioned Utility Plans - Main Concourse	Issued	12/07/94
FS327	Dimensioned Utility Plans - Main Concourse	Issued	12/07/94
FS329	Dimensioned Utility Plans - Club	Issued	12/07/94
FS354	Dimensioned Utility Plans - Upper Concourse	Issued	12/07/94

SOUND REINFORCEMENT

SR100	Symbols, Dwg Schedule and Notes	Issued	12/01/94
SR101	Control System Schematic	Issued	12/01/94
SR102	Control System Schematic	Issued	12/01/94
SR103	Main Sound System Schematic	Issued	12/01/94
SR104	Main Sound System Schematic	Issued	12/01/94
SR105	Delay and Sub Bass Sound System Schematic	Issued	12/01/94
SR106	Crowd Enhancement System Schematic	Issued	12/01/94
SR201	Event Level Plan - System Receptacles, Wire & Conduit	Issued	12/01/94
SR202	Main Concourse - System Receptacles, Wire & Conduit	Issued	12/01/94
SR203	Press Level Plan - System Receptacles, Wire & Conduit	Issued	12/01/94
SR204	Catwalk Level Plan-System Receptacles, Wire & Conduit	Issued	12/01/94
SR301	Sections - Transverse and Functional	Issued	12/01/94
SR401	Cluster Details - Plans and Sections	Issued	12/01/94
SR402	Crowd Enhancement Clusters	Issued	12/01/94
SR801	Plugging Panels - Details	Issued	12/01/94
SR802	Patch Panels - Details	Issued	12/01/94
SR901	Rack Elevations	Issued	12/01/94

DISTRIBUTED SOUND AND INTERCOM SYSTEM

DS101	System Riser Diagrams, Schedules & Notes		Revised	1/10/95 ~~12/06/94~~
DS102	System Functional Diagram		Revised	12/06/94
DS103	System Functional Diagram & AMPS 1		Revised	12/06/94
DS104	System Functional Diagram & AMPS 2		Revised	12/06/94
DS105	System Functional Diagram & AMPS 3		Revised	12/06/94
DS106	Intercom Functional Diagram		Revised	12/06/94
DS201	Event Level - Loudspeaker Layout		Revised	1/10/95 ~~12/06/94~~
DS202	Main Concourse - Loudspeaker Layouts	Revised	~~Issued~~	1/10/95 ~~12/06/94~~
DS203	Club Level - Loudspeaker Layouts		Revised	1/10/95 ~~12/06/94~~
DS205	Upper Concourse - Loudspeaker Layouts	Revised	~~Issued~~	1/10/95 ~~12/06/94~~
DS206	Conduit Layout - Catwalk Level	Revised	~~Issued~~	1/10/95 ~~12/06/94~~
DS207	Press Level - Loudspeaker Layout	Revised	~~Issued~~	1/10/95 ~~12/06/94~~
DS208	Catwalk Level - Plan		Revised	1/10/95 ~~12/06/94~~
DS601	Audio Equipment Room Plan		Revised	1/10/95 ~~12/06/94~~
DS801	Loudspeaker Details		Revised	12/06/94
DS901	Rack Elevations		Revised	12/06/94

VIDEO AND MATV SYSTEMS

TV101	System Riser Diagram, Schedule and Notes		Revised	1/10/95 ~~12/06/94~~
TV102	System Functional Diagram		Revised	12/06/94
TV103	System Functional Diagram		Revised	12/06/94
TV201	Event Level - TV and Monitor Layouts		Revised	1/10/95 ~~12/06/94~~
TV202	Main Concourse - TV and Monitor Layouts			
TV203	Club Level - TV and Monitor Layouts		Revised	1/10/95 ~~12/06/94~~
TV204	Suite Level - TV and Monitor Layout		Revised	1/10/95 ~~12/06/94~~
TV205	Upper Concourse - TV and Monitor Layouts	Revised	~~Issued~~	1/10/95 ~~12/06/94~~
TV207	Press Level - TV And Monitor Layouts		Issued	12/06/94
TV601	Monitor Wall Details		Revised	12/06/94
TV801	Panel Elevations	Delete	~~Revised~~	~~12/06/94~~

BROADCAST CABLE PLAN

SV101	System Riser Diagram, Schedule and Notes		Revised	1/10/95 ~~12/06/94~~
SV201	Event Level - Camera Connections		Revised	1/10/95 ~~12/06/94~~
SV202	Main Concourse - Camera Connections		(No date on Dwg.)	
SV203	Club Level - Camera Connections		Issued	10/25/94
SV205	Upper Concourse - Camera Connections		Issued	10/25/94
SV207	Press Level - Camera Connections		Issued	10/25/94
SV208	Catwalk Level - Camera Connections	Revised	~~(No date on Dwg.)~~	1/10/95
SV901	TV Truck Connection Panels		Revised	12/06/94
SV902	Audio Video Connection Panels		Revised	1/10/95 ~~12/06/94~~
MR101	Loudspeaker Cluster Hoists		Issued	12/06/94

END OF DOCUMENT

ATTACHMENT 1.2.3.

2/1/95

FOOD SERVICE DRAWING LIST

FS211	General Office and Main Commissary	Issued	10/12/94
FS211-1	General Office and Main Commissary	Issued	10/12/94
FS211-2	General Office and Main Commissary	Issued	10/12/94
FS211-3	General Office and Main Commissary	Issued	10/12/94
FS212	Uniform #1A13	Issued	10/14/94
FS213	Cash Balance #1D04A and Cash Control #1D04	Revised	10/19/94
FS221	Stand #2A03	Issued	09/19/94
FS222	Stands 2A10 and #2A12	Revised	10/19/94
FS222-1	Stands #2A06, #2A10 & #2A12	Issued	10/19/94
FS223	Stand #2A20	Issued	10/19/94
FS224	Stand #2B01	Issued	10/17/94
FS225	Stand #2B08 (#2C11 Opposite Hand)	Issued	09/19/94
FS226	Stand #2B14	Revised	10/19/94
FS227	Stands #2C18, 2C19 & 2D12	Revised	10/20/94
FS227-1	Stands #2C18, 2C19 & 2D12	Revised	10/20/94
FS228	Stands #2D08	Revised	10/19/94
FS229	Aud Club Kitchen	Issued	10/12/94
FS229-1	Aud Club Kitchen	Issued	10/12/94
FS231	Pantry/Suite kitchen #3B08	Issued	09/29/94
FS232	Pantry/Suite Kitchen #3D07	Issued	09/26/94
FS241	Pantry #4B04	Issued	10/04/94
FS242	Cold Food Pantry/Storage #4C02/#4C03	Issued	10/06/94
FS242-1	Cold Food Pantry/Storage #4C03/#4C02	Issued	10/06/94
FS243	Storage #4D02A	Issued	09/29/94
FS244	Pantry/Storage #4D03	Issued	10/04/94
FS251	Stand #5A04	Issued	10/04/94
FS252	Stand #5A11	Issued	09/26/94
FS253	Stand #5B10	Issued	09/29/94
FS253-1	Stand #5B10	Issued	09/29/94
FS254	Stand #5C13	Issued	09/26/94
FS255	Stands #5C17, 5C18 and 5D01	Issued	09/26/94
FS255-1	Stands #5C17, 5C18 and 3D01	Issued	09/26/94
FS256	Vendor Commissary #5D06	Issued	09/29/94
FS271	Stand #7D03	Issued	10/14/94
FS321	Stands #2A03, #2A06, #2B01	Issued	12/07/94
FS322	Stands #2A12, #2A10, Vendor Commissary #2B14	Issued	12/07/94
FS323	Stands #2B08, 2C11, 2A20, Vendor Commissary #2D08	Issued	12/07/94
FS327	Stands #2D12, 2C18, & 2C19	Issued	12/07/94
FS329	Aud Club Kitchen	Issued	12/07/94
FS354	Vendor Commissary #5D06, Stand #5C13	Issued	12/07/94

LIST OF SUPPLEMENTAL DRAWINGS
CONSTRUCTION ISSUE #3
ADDENDA 3.1 THRU 3.4

DRAWING	DATE	DRAWING	DATE	DRAWING	DATE
ASD # 466	12/22/94	ASD # 504	12/22/94	ASD # 542	1/10/95
ASD # 467	12/22/94	ASD # 505	12/22/94	ASD # 543	1/10/95
ASD # 468	12/22/94	ASD # 506	12/22/94	ASD # 544	1/10/95
ASD # 469	12/22/94	ASD # 507	12/22/94	ASD # 545	1/10/95
ASD # 470	12/22/94	ASD # 508	12/22/94	ASD # 546	1/10/95
ASD # 471	12/22/94	ASD # 509	12/22/94	ASD # 547	1/10/95
ASD # 472	12/22/94	ASD # 510	12/22/94	ASD # 548	1/10/95
ASD # 473	12/22/94	ASD # 511	12/22/94	ASD # 549	1/10/95
ASD # 474	12/22/94	ASD # 512	12/22/94	ASD # 550	1/10/95
ASD # 475	12/22/94	ASD # 513	12/29/94	ASD # 551	1/10/95
ASD # 476	12/22/94	ASD # 514	12/29/94	ASD # 552	1/10/95
ASD # 477	12/22/94	ASD # 515	12/29/94	ASD # 553	1/10/95
ASD # 478	12/22/94	ASD # 516	12/29/94	ASD # 554	1/10/95
ASD # 479	12/22/94	ASD # 517	12/29/94	ASD # 555	1/10/95
ASD # 480	12/22/94	ASD # 518	12/29/94	ASD # 556	1/10/95
ASD # 481	12/22/94	ASD # 519	12/29/94	ASD # 557	1/10/95
ASD # 482	12/22/94	ASD # 520	12/29/94	ASD # 558	1/10/95
ASD # 483	12/22/94	ASD # 521	1/10/95	ASD # 559	1/10/95
ASD # 484	12/22/94	ASD # 522	1/10/95	ASD # 560	1/10/95
ASD # 485	12/22/94	ASD # 523	1/10/95	ASD # 561	1/10/95
ASD # 486	12/22/94	ASD # 524	1/10/95	ASD # 562	1/10/95
ASD # 487	12/22/94	ASD # 525	1/10/95	ASD # 563	1/10/95
ASD # 488	12/22/94	ASD # 526	1/10/95	ASD # 564	1/10/95
ASD # 489	12/22/94	ASD # 527	1/10/95	ASD # 565	1/10/95
ASD # 490	12/22/94	ASD # 528	1/10/95	ASD # 566	1/10/95
ASD # 491	12/22/94	ASD # 529	1/10/95	ASD # 567	1/10/95
ASD # 492	12/22/94	ASD # 530	1/10/95	ASD # 568	1/10/95
ASD # 493	12/22/94	ASD # 531	1/10/95	ASD # 569	Not Issued
ASD # 494	12/29/94	ASD # 532	1/10/95	ASD # 570	1/10/95
ASD # 495	12/29/94	ASD # 533	1/10/95	ASD # 571	Not Issued
ASD # 496	12/29/94	ASD # 534	1/10/95	ASD # 572	Not Issued
ASD # 497	12/29/94	ASD # 535	1/10/95	ASD # 573	Not Issued
ASD # 498	12/29/94	ASD # 536	1/10/95	ASD # 574	Not Issued
ASD # 499	12/29/94	ASD # 537	1/10/95	ASD # 575	1/17/95
ASD # 500	12/29/94	ASD # 538	1/10/95	ASD # 576	1/17/95
ASD # 501	12/29/94	ASD # 539	1/10/95	ASD # 577	1/17/95
ASD # 502	12/29/94	ASD # 540	1/10/95	ASD # 578	1/17/95
ASD # 503	12/29/94	ASD # 541	1/10/95	ASD # 579	1/17/95

ATTACHMENT 1.2.4

2/15/95

LIST OF SUPPLEMENTAL DRAWINGS
CONSTRUCTION ISSUE #3
ADDENDA 3.1 THRU 3.4

DRAWING	DATE
ASD # 580	1/17/95
ASD # 581	1/17/95
ASD # 582	1/17/95
ASD # 583	1/17/95
ASD # 584	1/17/95
ASD # 585	1/17/95
ASD # 586	1/17/95
ASD # 587	1/17/95
ASD # 588	1/17/95
ASD # 589	1/17/95
ASD # 590	1/17/95
ASD # 591	1/17/95
ASD # 592	1/17/95
ASD # 593	1/17/95
ASD # 594	1/17/95
ASD # 595	1/17/95

DRAWING	DATE
SSD # 106	12/29/94

DRAWING	DATE
MR# 101-A	1/17/95
MR# 101-B	1/17/95

Document	Date
ASI #01	12/1/94
ASI #02	12/16/94
ASI #03	12/22/94
ASI #04	12/22/94
ASI #05	1/10/95
ASI #06	Not Issued
ASI #07	1/9/95
ASI #08	1/9/95
ASI #09	1/9/95
ASI #10	1/9/95
ASI #11	1/12/95
ASI #12	1/12/95
ASI #13	1/13/95
ASI #14	1/18/95
ASI #15	1/18/95
ASI #16	1/18/95
ASI #16.1	1/25/95
ASI #17	1/18/95
ASI #18	1/18/95
ASI #19	1/23/95
ASI #20	1/24/95
ASI #21	1/25/95
ASI #22	2/01/95

Document	Date
(Cannon CCD's)	
CCD #1	11/23/94
CCD #2	11/30/94
CCD #3	11/30/94
CCD #4	11/30/94
CCD #5	12/9/94
CCD #6	12/14/94
CCD #7	1/13/95
CCD #8	1/19/95
CCD #9	1/24/95
CCD #10	Excluded
CCD #11	2/3/95

Document	Date
RFA #1	12/6/94
RFA #2	1/18/95
RFA #3	1/18/95
RFA #4	1/19/95
RFA #5	1/26/95

Document	Date
RFP #1	11/23/94
RFP #2	11/30/94
RFP #3	11/30/94
RFP #4	1/27/95
RFP #5	1/27/95
RFP #6	1/27/95
RFP #7	1/27/95
RFP #8	1/27/95
RFP #9	Excluded
RFP #10	2/3/95
RFP #11	Excluded
RFP #12	2/9/95

The GMP has been prepared through the above ASI's, CCD's, RFA, and RFP's; other ASI's, CCD's, RFA's, and RFP's or other documents beyond the above will be processed and handled in accordance with the applicable provisions of the Contract Documents.

Note: See attached graphic depiction of documents included in the GMP.

		In GMP as of 02/15/95					Not in GMP (will have to be processed & handled with provisions of contract documents)			
	Documents	CI #3 w/ Addms. #3.1 thru #3.4	ASI's #1 thru #22	CCD #1 thru #9 and #11	RFA #1 thru RFA #5	RFP #1 thru #8, #10 and #12	ASI's #23 thru #27	CCD #12 thru ?, and #10	RFP #13 thru ?, and #9 and #11	Other ??
Scope of Work										
1) Awarded Scopes & Subs		---------->	---------->	---------->	---------->	---------->	Not Incl.	Not Incl.	Not Incl.	Not Incl.
2) Bid Scopes Not Yet Awarded		---------->	---------->	See allowance J.	---------->	---------->	Not Incl.	Not Incl.	Not Incl.	Not Incl.
3) Allowances		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

1.2.5A

Huber, Hunt & Nichols, Inc.
A Subsidiary of The Hunt Corporation

49 Illinois Street (14203)
Post Office Box 1168
Buffalo, New York 14205-1168
716/853-4280
FAX 716/853-4291

January 24, 1995

Crossroads Arena
Buffalo, New York
HH&N Job No. 590

NOTICE TO BIDDERS:

PRE-BID CLARIFICATIONS
TO BID PACKAGE #16b-Audio/Video System

The following specific clarifications are included to further clarify the intended scope of work:

1) Include Imero Fiorentino Associates memo dated 1/24/95, pages 1 through 4.

2) Regarding the responsibility for the purchase of A/V backboxes, the A/V Contractor shall purchase all "Hoffman" boxes which would include:

- All "C" "CA" and "CV" type boxes
- (Hoffman Type "A201606LP")

- All VTPB and TV truck connection boxes (Hoffman Type "364812 WFLP").

- The Satellite truck connection box (Hoffman Type "A16R166 HCR")

The A/V Contractor shall also supply all ceiling speaker backboxes. The Electrical Contractor (B.P. #16a) shall be responsible for supplying all other back boxes. All backboxes shall be installed by B.P. #16a.

3) The electrical contractor (B.P. #16a) shall furnish and install one (1) 60 amp 3 phase I.G disconnect next to the Satellite Truck Connection panel in the truck dock area (refer to drawing SV201). Run conduit and wire from the electric closet in Sectant C.

4) Refer to drawing TV201 & SV 201, B.P. #16a shall include furnishing and installing 3/4" conduit stub from TV truck connect or panel in exposed ceiling area of dock utility room to above tile ceilings in First Aid.

Huber, Hunt & Nichols, Inc.
A Subsidiary of The Hunt Corporation

1/24/95
Ntb/Pre-Bid Clarifications
B P. #16b
Page Two

5) Reference drawing TV205, B.P. #16a shall furnish and install conduit between video connection plates and pull boxes. All baseband video cable to "V" boxes must be in conduit per riser drawing TV101.

6) Reference drawing TV205, delete note #1

7) Miscellaneous questions and answers:

a) Q. The control system drawing TV102 shows an AMX AXCENT control system with an AMX touch screen The written specifications list an AMX Axcess system with an AMX button panel. The Axcess system is the correct control system, but which panel do you require?

A . The AMX control panel will be a 64 button panel - not a touch screen.

b) Q . Are the locker room speakers included in the 506 Soundolier C803 speakers?

A . Section 16771, Item 1.01, 1.02 and 1.03, please make the following corrections:

Item 1.01 - Increase quantity to 525.
Item 1.02 - Decrease quantity to 501
Item 1.03 - Decrease quantity to 501
Add Item 1.02A - Surface mount enclosure - Soundolier - SM-191-78-8, quantity - 24.
Add Item 1.03A - Baffle - Soundolier 164-8, quantity 24.

c) Q. Also the written specification calls for 4 TV carts in the locker room system. Is this quantity correct?

A. Section 16780, Item 5.03 - Please decrease the quantity to 1.

d) In addition there are a couple of quantity discrepancies between the drawings and written specifications. Mainly, the number of VDAs, TV panels, and SAT TRUCK Panels.

-Section 16780, Item 6 18 - Please decrease the quantity to 1.

Huber, Hunt & Nichols, Inc.
A Subsidiary of The Hunt Corporation

1/24/95
Ntb/Pre-Bid Clarifications
B.P. #16b
Page Three

8) Submit unit price with the bid for additions or deletions to the quantities of the following

Furnished and installed. Spec. Section 16780	Add	Deduct
- 3.01 - 27" Display monitor	$_____	$_____
- 3.02 - 20" TV Sets	$_____	$_____
- 3 03 - TV set mounts	$_____	$_____
- 4 02 - 27" Color Monitors with HARC rem	$_____	$_____
- 5 01 - 40" TV/Monitor	$_____	$_____
- Stereo Monitor Receiver Mitsubishi CS40503	$_____	$_____

Bids are due no later than 2:00 p.m. on Friday, January 27, 1995.

HUBER, HUNT & NICHOLS, INC.

Warren David Brewer
Mechanical/Electrical Coordinator

cc: B. Mullen
R. Cox
R. DeJean
B. Marshall
C. Janssen
J. Kirchner
C. Yaeger
C. Hoyt
T. Francis
DB/TW/BK
RF/File

12.5.A

IMERO FIORENTINO ASSOCIATES
COMMUNICATION AND DESIGN

MEMORANDUM

TO:	David Brewer	-	Huber, Hunt & Nichols, Inc.
FROM:	Bill Marshall	-	Imero Fiorentino Associates
RE:	Follow up summary of Review Meeting 1/23/95 at HHN offices.		
DATE:	January 24, 1995		
CC:	Jim Handley	-	Ellerbe Becket (MO)
	John Kirchner	-	Ellerbe Becket (MN)
	Craig Janssen	-	Acoustic Dimensions Inc.

GENERAL NOTES AND CLARIFICATION

CONDUIT - A/V SYSTEMS

1. All conduit shall be installed with pull lines for the A/V contractor, who will furnish and install all wire shown on the SR, DS, TV, and SV series of drawings.

2. Conduit shall be provided where it is specifically called for by tag, or by note, and where ever a run of A/V, control, or signal wire must transverse a space that does not have a ceiling, such as crossing the event level corridor to land in the cable tray system.

3. Conduit shall be provided only for the leg of the wire run as indicated except at the catwalk level where all wiring must be in conduit.

4. The electrical contractor shall furnish and install the cable trays shown on 4 DS-601 and SR-203 rack mounted above the equipment to the conduit and cable tray systems. The tray on SR-203 shall be extended along the wall above JBL-1.

33 WEST 60TH STREET, NEW YORK, NEW YORK 10023
212-246-0600 FAX: 212-246-6408
LAS VEGAS • LOS ANGELES

IMERO FIORENTINO ASSOCIATES

Mr. David Brewer
Huber, Hunt & Nichols, Inc.
January 24, 1995

A/V WIRE INSTALLATION

1. Where conduit is not specified and cables run through ceiling cavities, the contractor shall select and install one of the specified cables that meets the code requirements of the specific installation condition.

2. In some cases, wire that is not in conduit is shown above non-accessible ceilings. It is the contractor's responsibility to sequence construction as necessary to accommodate the installation under such conditions.

SOUND REINFORCEMENT

Per questions which have arisen from various sources, please review the following clarification, answers to bidders questions and changes to specifications:

Please make the following changes to the Bid Set Specifications equipment list:

Item	Description	Manufacturer	Model #	Quantity
1.07	Digital Cart	360 Systems	Digicart/II with 270 meg hard drive	1
1.11	Compressor/Limiter	Klark-Teknik	DN500	2
1.13	Distribution Amplifier	Oxmoor	RMX44T	1
1.37	Delay Speaker	Altec	PS360C	32

Please also add to the Bid Set Specifications equipment list:

Item	Description	Manufacturer	Model #	Quantity
	Amplifier Type 5	Crown or Crest	Crown D-75 or Crest MAS200	1

IMERO FIORENTINO ASSOCIATES

Mr. David Brewer
Huber, Hunt & Nichols, Inc.
January 24, 1995

Additional comments on drawings and specifications:

1. Tie lines 1 and 2 only get isolation transformers.

2. ADC patch panels listed should include designator SN not NS.

3. Specifications for wireless microphone systems include microphone transmitters.

4. SR101 through SR109 dated 12/1/94 are the latest revisions.

5. Add following note to drawings SR-401:

   Provide 3/4" plywood filler panels between LT-1, LT-2, LT-3, LT-4.

   Panels surrounding low frequency array to be two layers of rigidly braced plywood.

   Array configuration for the LT cabinets is based on the Point of Acoustic Origin Principal (per Syn-Aud-Con). Cabinets are to be symmetrically placed as if on the surface of a sphere with cabinet positioning within 1/4".

BROADCAST SYSTEM

Owner requested Additions.

Add 3 Type "C" camera panels, including all wire, conduits, and modification to TV truck panels as required at the following approximate location.

Upper Concourse:

1 - Adjacent to Column CC-5
1 - Adjacent to Column CC-15

Upper Aud Club/Crossroads Club

1 - Adjacent to Column E-R41

MATV SYSTEMS

1. Add the following large screen monitors previously indicated as "TBD" on drawing TV-202. Refer to drawing 2A-809 for location and mounting intent. Please note that final locations within the grid are yet to be determined!

Description	Manufacturer	Model #	Quantity
Stereo Monitor Receiver	Mitsubishi	CS40503	24

2. Relocate monitors from above ticket office window to frame-work on column CC-14 and CC-13 as described in Addendum #3.4.

DISTRIBUTED SOUND (DS Drawing)

Owner requested Changes.

1. Speakers at Club level will be redistributed along East and West long sides of this level. The total speakers for this level will not change, nor will additional zones or amplifiers be required.

2. Relocate speakers above the ticket windows to column mounted frame-work with video monitors on Column CC-14.

3. Add 3 speakers to the Garage connector corridor they will be connected to an existing zone.

END OF MEMORANDUM

Dated 5/12/95

ATTACHMENT 1.2.6
CLARIFICATIONS TO THE GMP CONTRACT

General

1) Parking structures are excluded.
2) The Contractor's cost of relocating any utility at the Project site and shown on the survey(s) supplied by the Owner pursuant to Section 3.3.1 of the Contract, if required by the Contract Documents, shall not be included in the GMP. The Contractor shall obtain the Owner's prior written consent prior to commencing any work to relocate a utility.
3) The GMP does not include the cost of relocating the Washington Street Sewer nor the demolition of previously existing structures.
4) The cost of the Contractor's and Subcontractors' (awarded as of the date of the Agreement) payment and performance bonds are included.
5) The Contractor has received the owner's approved variance to the New York State Building code which is set forth in the decision of the Buffalo/Rochester Uniform Code Board of Review on Petition No. 138-94-15, dated December 7, 1994, a copy of which is attached hereto.
6) The GMP does not include the cost of changing the elevation of the North Pedestrian Bridge and VIP connector.
7) Section 7.2.2 of the General Conditions shall be satisfied by the Contractor arranging meetings between the Owner and each Major Building System supplier with respect to the negotiation of maintenance agreements therefor, and by the Contractor assisting the Owner in such negotiations.

Division I

1) The GMP does not include the cost of labor and materials to erect or install the temporary partition of any portion of the Project to demise space therein as may be directed by the Owner or required for compliance with governmental regulation, provided that such partition is not called for in the Construction Drawings.
2) The project signage is a simple identification sign and some gate markings.
3) Costs associated with any security services requested by the Owner in addition to that required of the Contractor under Section 2.03 of Part 01500 of the General Requirements is not included in the GMP.
4) Section 3.10.1 of the General Conditions and Section 01311 of the Specifications shall be satisfied by the Contractor revising or updating the Construction Schedule not more than once each month.
5) The Reimbursable Cost of the Work includes fifty percent of the Contractor's cost of the M/WBE Consultant.
6) The GMP does not include a post completion topographic or lot line survey.
7) The GMP does not include any costs for the reproduction, delivery or mailing of the Contract Documents nor the cost of reproduction, delivery or mailing of any changes to the Contract Documents.

Division 2

1) The cost of installing all necessary roof leader drains from a point 5' outside of the Arena shall be reimbursed from the sitework allowance.
2) The cost of the new water main in South Park Street is not included.
3) The GMP includes the cost of waterproofing elevator and escalator pits, and construction-related pumping. To the extent not shown on the drawings, the cost of a permanent pumping or water mitigation system is not included in the GMP.
4) The GMP shall exclude the cost of excavation and clearing of the Project site designated for the Parking Structures. The Owner shall be responsible for excavation and clearing of the footprint Parking Structures at the Project Site.
5) The cost of installing temporary lighting solely for the purpose of illuminating city streets is not included in the GMP.
6) The GMP allowance for sitework includes all exterior paving including the parking lots, loading dock area and plaza areas, as well as all landscaping, site drainage, and exterior light standards not attached to the building. This GMP allowance does not include work in the public right of way except for sidewalks and connections for service shown in the drawings and specifications.

Division 3

1) The Owner has agreed to the pre-cast wall system described in the letter between Owner and Mr. Shane Sherar of Pre-Con Corporation dated December 16, 1994, as a substitute for the pre-cast wall system specified by the Architect in Construction Issue No. 1 (as modified by Addenda 1.1 and 1.4).
2) Embeds for precast seat decking and vomitories are not galvanized.
3) The GMP does not include a four hour fire rating for the arena wall which immediately abuts the parking structure.

Division 4

No Clarifications

Division 5

1) The Owner acknowledges that structural steel has been pre-ordered in pre-cut lengths prior to the approval of shop drawings.
2) Canadian Welding Standards are acceptable.
3) The G-2 rail at the Aud Club Mezzanine is excluded (May be changed per Aud Club design-include it in Aud Club Fit Out Allowance).
4) Four (4) space frames are included.
5) An electrical panel is provided for the illumination of the "Crossroads Arena" letters described in the allowance therefor at paragraph F of Schedule 5.2, however, the GMP does not include the cost of providing any necessary wiring or conduit from the panel to the point of such illumination.

Division 6

1) The Suite buffet table and drink rail (nearest Arena bowl) are not included in the mill work line item; if required by the Owner they shall be included in the FF&E allowance.
2) Drink rail per detail 2/A903 at Club "Shell" space is excluded. (part of Fit-out allowance).
3) Wood veneer panels are not matched to wood doors or trim.
4) Condiment and concession counters do not include metal drop-in units, but do provide for openings for such drop-in units.
5) To the extent structural support or blocking for an allowance or FFE item is not shown on drawings, such blocking or support shall reimbursed from the allowance for that item.
6) 1/4" Kydex layed up on 1/4" substrate in lieu of 1/2" Kydex is included.
7) The wood doors have compatible maple stiles, not anigre veneer edges.

Division 7

1) The GMP does not include either snow guards on the roof or a layer of sheetrock in the roof insulation assembly.
3) The ceiling detail provided for the Buss duct room is specific to such room, and is not intended to apply to other equipment rooms where no such ceiling is shown on the Construction Drawings.
4) Thickness of fireproofing under required stairs is equivalent to 2 HR rating.
5) The contractor will provide a warranty from CAFCO that its product does not require a fungal inhibitor to achieve the performance of the specification.

Division 8

1) Hollow metal door frames with applied wood trim has been included at the Suite entry doors per option details 19 & 20 / A827.. Entry doors/frames for the Directors and Party Suite are included per the door schedule.
2) The GMP does not include the cost of any sliding glass at the Sound Room.

Division 9

1) The GMP includes the painting of the Mechanical, Electrical, Plumbing and sprinkler pipe in the Pavilion. Painting of the Arena ductwork is not included in the GMP.
2) Although the Contractor will use its best efforts to align the ceramic wall tile and floor tile grout lines, field conditions may prohibit strict compliance with actual patterns as shown on the Construction Drawings.
3) Due to the unavailability of the specified product, the contract includes a 4 inch in lieu of 6 inch high "Vogue" tile base. The contractor agrees to use best efforts to substitute the 4 inch base with a Pavigres "Azul Marinho" six inch base at no cost to owner.

Division 11

1) The GMP includes an allowance amount provided by the Owner for the cost of purchasing and installing food service equipment. The allowance includes:

1. Any special installation of hoists or elevators required to move food service equipment to its location as indicated on the Contract Documents.
   Cost to Contractor or Subcontractors of providing shop drawings necessary for installation of food service equipment, and for coordinating the installation of such equipment with existing Work and the Work of Subcontractors affected by the installation of such equipment. The Food Service Contractor shall be responsible for ensuring that field dimensions necessary for the installation of food service equipment are performed using current industry standards and;
2. Storage costs, delivery, unloading, installation
3. Concession, kitchen and vending equipment
4. Coolers and freezers
5. Cooler and freezer floors and wall and ceiling closures
6. Exhaust hoods, including support system
7. Exhaust hood fire suppression system
8. Beer and soda systems
9. Conduit and wiring integral with or between equipment
10. Equipment control wiring
11. Shelving
12. Cash register
13. Data system wire
14. Cash drawers
15. Menu boards
16. Advertising panels
17. Caulking work of all equipment
18. Progress clean-up during concessionaire's work
19. Final cleaning of all equipment, counters and floors
20. Dumpster costs for debris removal.
21. Board of health approvals
22. Fire Marshall/code approval
23. Provide shop drawings and coordination of existing work and trades
24. Fitting to existing work and dimensions
25. Start-up and any training costs

Division 12

1) Event floor seating is not included in Division 12. Event floor seating will be part of FF&E allowance.
2) The Contractor has included the amount of $3,827,814.00 in the GMP submittal dated March 27,1 995 as an allowance for Division 12 Seating and Seating Platform Work, subject to completion of negotiations and scope clarifications with the approved subcontractor. The GMP will be adjusted (up or down) for the difference between $3,827,814.00 and the amount of the actual award to the subcontractor for Division 12 work. The amount of such difference shall be treated as a Cost Reduction or Change Order under the Contract.

Division 13

1) Upon direction from the Owner, Contractor will install the expansion joint and sealant as specified. Notwithstanding the above, the Contractor will pursue alternatives to the expansion joint and sealant described above that may afford greater protection against failure and/or water infiltration. Pursuant to the Contractor's obligations under Section 3.1 of the General Conditions, the Contractor hereby notifies the Owner that the expansion joint and sealant described therein may not provide adequate protection against water infiltration.
2) The contractor is building the ice rink and dasherboard system in accordance with the plans and specifications except as modified by the letter executed between Lawrence Quinn and Van Mollenberg on May 11, 1995.
3) The Architect is the architect of record for the ice rink and dasherboard system.

Division 14

No Clarifications

Division 15

1) The GMP includes the cost of installation of all horizontal and vertical duct work as shown on the drawings as necessary for the installation of exhaust hoods servicing concession and restaurant areas. The cost of purchasing, installing and the exhaust hoods themselves shall be allocated to the Food Service allowance.
2) The GMP does not include the cost of installing sprinklers at the high arena dome except as shown on the drawings.
3) The GMP does not include the cost of/ or fees associated with work by National Fuel Gas in providing permanent gas service.

Division 16

1) Platform for sound equipment racks must be included in the Scoreboard Allowance.
2) The cost of work by Niagara Mohawk as described in the drawings and fees associated therewith are not included in the GMP.
3) The installation of service hook-ups for Cable TV and Telephone are not included in the GMP.
4) The GMP assumes that the pricing of Audio/Video Work Bid Pack #16 based on substitutions described in the letter of award from the Owner to (RONCO), dated April 4,1995 is acceptable. If the Owner does not accept such substitutions, the difference between the pricing of such Work described above and the actual cost of such Work shall be treated pursuant to Article 6 of the General Conditions.
5) The GMP does not include the cost of the Event Lighting Rig and supplemental lighting package (Reference A735), nor of the fiber optic light and decorative light truss structure (Reference E303); however such work is included in the Contractor's scope of the Work.
6) Telephone wiring, equipment (other than conduit), or service costs are not included in the GMP. No exterior service entry conduit is shown on the Drawings, and therefore the cost of such items is not included in the GMP.

Division 17

1) The Owner agrees that, in addition to the items described in section 5.2 of this agreement and section 3.8 of the General Conditions, the costs directly attributable to the allowance work itself of the cost of additional improvements to the building not shown on the drawings necessitated by allowance work shall be reimbursed by the allowance line item in question.

ATTACHMENT 1.2.7

NOTE: Certain of the letter agreements described below contain clarifications to the Drawings and Specifications, and are as described in the bodies of such letters.

Foundations work awarded to Herbert F. Darling, Inc. on October 18, 1994, as described in a letter from the Owner to Mr. Thomas Mallare of Herbert F. Darling, Inc. dated October 18, 1994. (Construction Issue #1 with Addenda 1.1, 1.2 and 1.3). Bid Package 2b - $730,131.00.

Concrete work awarded to Frank L. Ciminelli Construction Co., on October 27, 1994, as described in a letter from the Owner to Mr. Louis F. Ciminelli of Frank L. Ciminelli Construction Co., Inc. dated October 27, 1994. (Construction Issue #1 with Addenda 1.1, 1.2, 1.3 and 1.4). Bid Package 2a/3a - $5,350,000.00.

Arena Structural Roof System work awarded to Birdair, Inc. on 12/21/94, as described in a letter from the Owner to Mr. Ken Gough dated 12/21/94 and including amendment letter dated 1/6/95 (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4). Bid Package 5d - $3,739,073.00.

Structural Steel work awarded to Cives Steel Company on 11/15/94 as described in a letter from the Owner to Mr. Dominic Centofanti dated 11/15/94. (Construction Issue #1 with Addenda 1.1, 1.2, 1.3 and 1.4 and Construction Issue #2 without Addenda). Bid Package 5a - $6,869,000.00.

Precast Architectural work awarded to Pre-Con Corporation on 12/16/94 as described in a letter from the Owner to Mr. Shane Sherar dated 12/16/94. (Construction Issue #1 with Addenda 1.1, 1.2, 1.3 and 1.4) Bid Package 3b - $1,258,813.00.

Precast Structural work awarded to Sidley Precast, Division of R.W. Sidley, Inc. on 12/23/94 as described in a letter from the Owner to Mr. Martin Gruhalla dated 12/23/94. (Construction Issue #1 with Addenda 1.1, 1.2, 1.3 and 1.4). Bid Package 3c - $2,627,000.00.

Elevator and Escalator work awarded to Schindler Elevator Corp, on 1/6/95 as described in a letter from the Owner to Mr. John Merkler dated 1/6/95. (Construction Issue #1 with Addenda 1.1, 1.2, 1.3 and 1.4). Bid Package 14a - $1,571,768.00.

Mechanical work awarded to Bell Constructors on 2/1/95 as described in a letter from the Owner to Mr. Joe Bell dated 2/1/95. (Construction Issue #3 with Addenda 3.1 and 3.2). Bid Package 15a, b, c - $8,901,000.00.

Curtainwall Skylights and Glass/Glazing work awarded to Clayton B. Obersheimer, Inc. as described in a letter from the Owner to Mr. Paul Hogan dated 1/19/95. (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4). Bid Package 8c - $1,803,230.00.

Electrical work awarded to Frey Electrical Construction Co., Inc. on 2/10/95 as described in a letter to Mr. Harry Frey dated 2/10/95. (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4). Bid Package 16a - $5,075,000.00.

Stairs/Rail work awarded to Community Steel Corp. on 1/30/95 as described in a letter from the Owner to Mr. Frank Dudek dated 1/30/95. (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4). Bid Package 5b - $1,570,238.00.

Metal Wall Panels/Siding work awarded to Arrow Sheet Metal Works, Inc. on 1/17/95 as described in a letter from the Owner to Mr. Richard Weber dated 1/17/95. (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4). Bid Package 5b - $198,162.00.

Masonry work awarded to Alpha Masonry Construction Co., Inc. on 3/2/95 as described in a letter from the Owner to Mr. George Pepe dated 3/2/95 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4) Bid Package 4a/4b - $1,517,273.00.

Roofing work awarded to Grove Roofing Co., Inc. on 2/23/95 as described in a letter from the Owner to Mr. Robert Embow dated 2/23/95 (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4) Bid Package 7c - $1,642,500.00.

Fireproofing, light gauge framing and EIFS system work awarded to Mader Construction Corp. on 3/6/95 as described in a letter from the Owner to Mr. Joe Knarr dated 3/2/95 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4) Bid Package 7a/7e - $1,371,903.00.

Miscellaneous Metals work awarded to E.P.I. of Cleveland, Inc. on March 29, 1995, as described in a letter from the Owner to Mr. Robert J. Knazek dated March 29, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3, and 3.4). Bid Package 5c - $469,515.00.

Millwork awarded to Dayton Showcase Company on April 4, 1995 as described in a letter from the Owner to Mr. Thomas P. Harsacky dated April 4, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4). Bid Package 6a - $1,225,236.00.

Doors/Frames & Hardware awarded to Builder's, Hardware and Specialty Company on April 10, 1995 as described in a letter from the Owner to Mr. Mike Wojnarowski dated April 10, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4). Bid Package 8a - $270,354.00.

Overhead/Rolling Doors & Grilles awarded to Lighthart Sales, Inc, on April 10, 1995 as described in a letter from the Owner to Mr. W. Kelly Lighthart dated April 10, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4). Bid Package 8b - $164,978.00.

Interior Partitions and Ceilings work awarded to Boxhorn's - A Division of Huber Construction, Inc. on March 30, 1995 as described in a letter from the Owner to Mr. John W. O'Hare dated March 30, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4). Bid Package 9a - $3,562,213.00.

Audio/Video Systems work awarded to Ronco Specialized Systems, Inc. on April 4, 1995 as described in a letter from the Owner to Mr. Mark J. Deyle dated April 4, 1995 (Construction Issue #3 with Addenda 3.1, 3.2, 3.3 and 3.4) Bid Package 16b - $1,390,566.00.

Ice Rink System awarded to Mollenberg-Betz, Inc. on May 11, 1995 as described in a letter from the Owner to Mr. Van Mollenberg dated May 11, 1995 (Construction Issue #2 with Addenda 2.1, 2.2, 2.3 and 2.4) Bid Package 13 - $1,114,700.00.

SCHEDULE 2.2

THE CONTRACTOR'S KEY PERSONNEL WORKING ON THE PROJECT

William F. Mullen	Executive Vice President
Richard R. DeJean	Construction Manager
Bart Burns	Superintendent

SCHEDULE 4.3

NON-CRITICAL WORK

1. Waterfront Market Restaurant (as described in Drawing Nos. A214 and A215, issued 12/7/94).

2. Video Walls in Pavilion at Main Concourse Level (as described in Drawing No. A221, issued 12/7/94).

SCHEDULE 4.4

INTERIM MILESTONES

Milestone #	Description	Milestone Date based on uninterrupted authorization to proceed.
1.	Commencement of the uninterrupted execution of structural steel erection.	02/20/95
2.	Commencement of the execution of the roofing membrane system(s).	09/01/95
3.	Completion of all exterior Work at, and total vacation and release of, the portion of the Project site designated by the Owner as the site of two (2) structured parking facilities. The line of vacation will be the west foundation line of the parking facilities. The Owner shall afford the Contractor a reasonable amount of time after construction of the parking facilities and prior to the date of Substantial Completion to allow the Contractor to complete sitework, plazas, landscaping, and other necessary Work around the completed parking facilities to achieve Substantial Completion as provided in the Contract Documents.	09/30/95
4.	Completion of all exterior wall and roof systems required to provide a totally weathertight condition within the entire Project.	06/01/96
5.	Substantial Completion of all Work as outlined in the Contract, except for those items listed in Schedule 4.3.	08/31/96

SCHEDULE 5.2

ALLOWANCE AMOUNTS

A. Allow the lump sum of $4,442,000.00 for the Fit Out areas listed in Attachment 5.2.1.

B. Allow the lump sum of $1,801,231.00 for all site improvements and site Work.

C. Allow the lump sum of $3,000,000.00 for the purchase and installation of food service equipment.

D. Allow the lump sum of $3,700,000.00 for the purchase of furniture, fixtures and equipment (FF&E).

E. Allow the lump sum of $250,000.00 for the purchase and installation of directional graphics for the Project.

F. Allow the lump sum of $75,000 for the purchase and installation of "Crossroads Arena" letters mounted at the high roof.

G. Allow the lump sum of $60,000.00 for the purchase and installation of "Crossroads" letters on the office roof and illuminated "Crossroads" letters at the four (4) canopies.

H. Allow the lump sum of $4,000,000.00 for the purchase and installation of scoreboards, video boards, message centers and advertising panels.

I. Allow the lump sum of $7,200.00 for fabric for operable partitions (Section 10650).

J. Allow the lump sum of $35,000.00 for costs associated with the ASI's, CCD's, RFA's and RFP's described in Attachment 1.2.5 of Schedule 1.2 hereof.

K. Allow the lump sum of $1,300,000.00 as the Contractor's Contingency Allowance for the exclusive use of the Contractor pursuant to Section 5.2.3 of the Contract.

NOTE: Allowances A through J, above, each include the cost of labor required for such allowance, and the cost of all other Work in such allowance as provided in Section 3.8 of the General Conditions.

FIT OUT AREAS

Area			Approximate Area
	EVENT FLOOR LEVEL		
1)	1E02	Retail	21,200 SF
		Total Event Floor Level	21,200 SF
	MAIN CONCOURSE LEVEL		
2)	2A06	Bar	5,465 SF
	2F02	Colonnade	
3)	2B02	Recreation	1,019
4)	2E02	Aud Club (inc. following)	10,857
	2D14	Vestibule	
	2D15	Women	
	2D15A	Vestibule	
	2D16	Men	
	2D16A	Vestibule	
	2E02A	Coats	
		Total Main Concourse Level	17,341 SF
	CLUB LEVEL		
5)	3A09	Party Suite	2,000 SF
6)	3D03	Director's Suite (inc. following)	2,000
	3D02A	Bar	
	3D02B	Vest.	
	3D02C	Men	
	3D02D	Women	
	3D02E	Vest.	
7)	3A10	Shell Space (inc. following)	5,792
	3D08	Shell Space	
8)	3E01	Aud Mezzanine	5,667
		Total Club Level	15,459 SF
	SUITE LEVEL		
9)	4A03	Office	18,461 SF
		Total Suite Level	18,461 SF
		TOTAL ALL LEVELS	**72,461 SF**

NOTES: Areas are approximate.
Areas are set forth to define fit-out allowance areas.
Allowance is inclusive of all work within the area including all labor and material for Architectural, Structural, Finishes, Mechanical, Electrical, Plumbing and any modifications to the base Fire Protection system.
See attached 2/15/95 reduced Plan drawings A201, 202, 203, & 204, marked to indicate areas.

SCHEDULE 10.3

BID PACKAGES AND BIDDING SCHEDULE

BIDDING SCHEDULE

1. Site Improvements:

   A. Storm Sewer: By 4/18/95

   B. Balance of Sitework/landscaping improvements: By 6/1/95

2. "Crossroads Arena" lettering/signage on Arena and office: By 3/1/95

3. Fitout Areas:

   A. Underground plumbing and electrical: By 3/15/95

   B. MEP rough-in provisions for areas on supported decks: By 3/20/95

   C. Balance of design for fit-out areas:
      1. Aud Club and Directors'/Party Suite: By 7/1/95
      2. Main Concourse Bar & Recreation: By 8/1/95
      3. Office: By 9/1/95

4. Graphics: By 11/1/95

5. Contract award of Scoreboard system supplier: By 8/1/95

6. FF&E: By 11/1/95

7. Food Service Equipment:

   A. Equipment embed and sleeves: By 3/1/95

   B. Underground MEP rough-in: By 3/15/95

NOTE: The bid dates for each of the items described in this Schedule 10.3 shall control the Work thereof, irrespective of the dates set forth for bid/award and progress of such Work described in the Construction Schedule (Exhibit B hereof). Additionally, the Owner recognizes its responsibility to provide the Contractor such information, and in such manner, as is described in Section 3.2 and 3.3 of the Contract, to allow the Contractor to achieve the schedule described immediately above.

SCHEDULE 12.5

SCHEDULE OF VALUES

TO BE SUPPLIED BY CONTRACTOR AS SOON AS POSSIBLE AFTER THE EXECUTION OF THIS CONTRACT, BUT IN NO EVENT LATER THAN FOURTEEN (14) DAYS THEREAFTER.

EXHIBIT A

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

(See Attached Agreement between the Owner, Niagara Frontier Hockey, L.P and the City of Buffalo, New York, dated October 18, 1994 and the Affirmative Action/Equal Opportunity Hiring Plan attached thereto)

AGREEMENT

This Agreement is made this 18th day of October , 1994 by and between the Crossroads Arena Corporation ("CAC"), Niagara Frontier Hockey, L.P. (the "Sabres"), the City of Buffalo, New York ("City"), and the Buffalo Urban Renewal Agency ("BURA").

Whereas, CAC and the Sabres entered into negotiations with the New York State Urban Development Corporation ("UDC"), the County of Erie, New York ("County"), the Erie County Industrial Development Agency ("ECIDA"), the City and BURA (collectively, the "Public Participants") with respect to the financing and construction of a state-of-the-art community entertainment facility referred to as the "Crossroads Arena"; and

Whereas, CAC, the Sabres and the Public Participants entered into a Memorandum of Understanding ("MOU") regarding the financing and construction of such arena, which requires CAC and the Sabres to adopt and implement an Affirmative Action/Equal Opportunity Hiring Plan ("Plan"); and

Whereas, CAC and the Sabres have negotiated the terms of the Plan with the City, as the representative of the Public Participants; and

Whereas, the Plan, attached hereto as Exhibit A, was filed with the City Clerk's office on October 14, 1994;

Now Therefore, it is hereby agreed that CAC and the Sabres shall adopt and implement the Plan, attached hereto as Exhibit A, in accordance with its terms.

CAC

By: _____

SABRES

By: _____

CITY

By: _____
MAYOR

BURA

By: _____
CHAIRMAN

CROSSROADS ARENA CORPORATION

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

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I. Policy

It is the policy of the Crossroads Arena Corporation ("CAC"), consistent with applicable law, that equal opportunity be provided to minority group members, women, minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") to participate in the business opportunities generated by the Crossroads Arena Project ("Project").

This Affirmative Action/Equal Opportunity Hiring Plan ("Plan") has been adopted to ensure equal employment opportunities for minority group members and women and the opportunity for meaningful participation of MBEs and WBEs in connection with the Construction of the Crossroads Arena and the Operation of the Crossroads Arena so that the recipients of the benefits of the business opportunities generated by the Project will reflect the diversity of the City of Buffalo.

In order to achieve these objectives, CAC has adopted a plan of equal employment opportunities and good faith efforts to achieve participation by minority group members and women. MBE and WBE participation goals are expressed as a percentage of the total dollar value of all expenditures, barters, trades-in-kind and offsets made in connection with the Project including, without limitation, all Contracts awarded in connection with the Construction of the Crossroads Arena and all Contracts for the furnishing of labor, services, materials, supplies, equipment, fixtures, and furnishings, and in connection with the Operation of the Crossroads Arena. The participation goals are 20% participation by MBEs, 5% participation by WBEs and 25% combined minority and women work force participation. These participation percentages are numerical objectives to be pursued by good faith efforts. The achievement of the above stated numerical objectives shall not be assumed to be compliance with the Plan nor shall the failure to achieve the above stated numerical objectives be assumed to be noncompliance with the Plan.

II. Definitions

For purposes of this Plan, the following terms shall have the meaning set forth below:

1. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

(a) Black persons having origins in any of the Black African racial groups;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

(c) Native American or Alaskan native persons having origins in any of the original peoples of North America; and

(d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

2. "Minority-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(a) At least fifty-one percent owned by one or more minority group members;

(b) An enterprise in which such minority ownership is real, substantial and continuing;

(c) An enterprise in which such minority ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and

(d) An enterprise authorized to do business in the State of New York and is independently owned and operated.

(e) An enterprise certified as a MBE by the New York State Department of Economic Development, the County or the City.

3. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

(a) At least fifty-one percent owned by one or more citizens or permanent resident aliens who are women;

(b) An enterprise in which the ownership interest of such women is real, substantial and continuing;

(c) An enterprise in which such women ownership has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and

(d) An enterprise authorized to do business in the State of New York and which is independently owned and operated.

(e) An enterprise certified as a WBE by the New York State Department of Economic Development, the County or the City.

4. "Contractor" shall mean any individual or business enterprise, including, without limitation, a sole proprietorship, partnership, corporation or not-for-profit corporation which has a Contract with CAC in connection with the Construction of the Crossroads Arena or Operation of the Crossroads Arena, but not a Customer.

5. "Contract" shall mean an agreement providing for a total value in excess of twenty-five thousand dollars with respect to the Construction of the Crossroads Arena or Operation of the Crossroads Arena.

6. "Subcontract" shall mean (a) in the case of a Contract in excess of fifty thousand dollars, an agreement providing for a total expenditure of twenty-five thousand dollars in which a portion of a Contractor's obligation with respect to a Contract is undertaken or assumed by a third party or (b) in the case of a Contract of fifty thousand dollars or less, an agreement providing for a total expenditure of ten thousand dollars in which a portion of a Contractor's obligation with respect to a Contract is undertaken or assumed by a third party.

7. "UDC" shall mean the New York State Urban Development Corporation or its designee.

8. "City" shall mean the City of Buffalo, New York or its designee.

9. "County" shall mean the County of Erie, New York or its designee.

10. "CAC" shall mean a wholly owned subsidiary of the Sabres (or a limited partnership to be formed of which CAC will be the sole managing partner and in which the Sabres will hold substantially all of the limited partnership interests).

11. "Sabres" shall mean Niagara Frontier Hockey, L.P., a Delaware limited partnership whose sole managing general partner is Niagara Frontier Hockey Management Corporation, a New York corporation.

12. "Construction of the Crossroads Arena" shall mean the construction, demolition, replacement, repair, renovation, planning or design of real property or improvements thereon for a state-of-the-art community entertainment center, referred to herein as "the Crossroads Arena".

13. "Operation of the Crossroads Arena" shall mean the functioning of a state-of-the-art community entertainment center, referred to herein as "the Crossroads Arena", but which do not include those activities set forth in the definition of "Construction of the Crossroads Arena".

14. "Customer" shall mean a Person (including but not limited an individual, firm, corporation or partnership) which leases or purchases commodities or services from CAC or the Sabres, regardless of whether such lease, acquisition or purchase satisfies the definition of a Contract. For example and by way of illustration but not limitation, Customers of CAC or the Sabres include advertisers, ticketholders, suite holders, premium seat club holders, performers, sports teams or franchises other than those owned by the Sabres, and entertainers. A Person is not a Customer when such Person is a supplier of commodities or services.

III. Construction of the Crossroads Arena

The provisions of this Section III shall apply during the Construction of the Crossroads Arena. Copies of Section I, II, and III of this Plan shall be provided to each Contractor or subcontractor in connection with the Construction of the Crossroads Arena.

A. Equal Employment Opportunity for Minority Group Members and Women.

CAC shall and shall require each Contractor to specifically agree that:

1. It will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

2. It shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, labor union or authorized representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

3. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

4. It shall include the provisions of this Section III in every Subcontract in such a manner that the provisions will be binding upon each subcontractor with respect to all of its work in connection with the Construction of the Crossroads Arena.

5. It shall, and shall cause its subcontractors to, make every effort to achieve meaningful participation of minorities and women in its workforce, and shall, and shall require each of its subcontractors, to demonstrate good faith efforts in connection with the Construction of the Crossroads Arena at least as extensive as the following to achieve same:

(a) Ensure and maintain a working environment free of harassment, intimidation and coercion at the Project site(s) and in all facilities at which employees are assigned to work in connection with the Construction of the Crossroads Arena. Foremen, superintendents and/or other supervisory personnel shall be made aware of the obligation to maintain such a working environment.

(b) Establish and maintain a current list of recruitment, training and employment sources for minorities and women, provide written notification to these sources when employment opportunities become available, and provide a reasonable opportunity for such source's response. Such list shall include all employment, recruitment and training sources recommended by CAC and/or UDC.

(c) Maintain a current file of each off-the-street application from minorities or women which includes the name, address and telephone number thereof and the name, address and telephone number of each referral from a union or a recruitment, training or employment source for minorities or women and of the action taken with respect to each individual.

(d) Disseminate the affirmative action/nondiscrimination obligations under this Plan to employment agencies, labor unions or authorized representatives and requesting their cooperation in assisting the Contractor in meeting its obligations, by including a statement that the Contractor is an equal opportunity employer in publications referring to the Contractor and any advertising related to the Contract, including but not limited to any notices of available jobs, and by informing subcontractors of the obligations under this Plan.

(e) Review, before the commencement of construction work at the Project site(s) and at least quarterly thereafter, the affirmative action/nondiscrimination obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions,

including on-site supervisory personnel such as superintendents and general foremen. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and actions taken.

(f) Direct its recruitment efforts, both oral and written, to community organizations representing the interests of minorities and/or women, to schools with minority students, and to employment, recruitment and training organizations serving minorities and/or women in the Contractor's recruitment area. Such notification shall describe the openings, screening procedures and tests to be used in the selection of workers, apprentices or trainees for work in connection with the Construction of the Crossroads Arena.

(g) Encourage minority and women employees to recruit other minority and women workers and, where reasonable, provide after-school, summer and vacation employment to minority and women students.

(h) Ensure that seniority practices, job classifications, work assignments, collective bargaining agreements and other personnel practices do not have a discriminatory effect by monitoring all personnel and employment related activities to ensure that the affirmative action/nondiscrimination obligations under this Plan are being carried out.

(i) Conduct a review, at least quarterly, of adherence to and performance pursuant to this Plan.

(j) Maintain written documentation of all activities pursuant to this Section III.A. in such form as will enable CAC or UDC to verify compliance therewith. Such documentation shall be retained for a period of one year after completion of the Contract and shall be available to CAC or UDC or their representatives during regular business hours.

B. MBE/WBE Participation.

CAC shall, and shall require each Contractor and subcontractor to, take the following good faith efforts to achieve MBE and WBE participation herein:

1. Actively and affirmatively solicit bids for Subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

2. Ensure that plans, specifications, requests for proposals and other documents used to secure proposals for the performance of work or supply of materials will be made available in sufficient time for review by prospective MBEs or WBEs.

3. Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.

4. Encourage, where economically and technically feasible, the formation of joint ventures, partnerships or other similar arrangements among contractors to enhance participation by MBEs and WBEs.

5. Consult with and use the services of governmental agencies, their consultants, and contractor associations in connection with efforts to fulfill participation goals.

6. Place timely advertisements in appropriate general circulation, trade and minority and women-oriented publications.

7. Make written solicitations in a timely fashion of MBEs and WBEs.

8. Document and maintain a record of all bid solicitations, including solicitations to MBEs and WBEs, and the results thereof.

9. Take such other reasonable measures as CAC or UDC shall direct.

C. Training.

Each Contractor (and CAC, if it engages in construction related activity) shall provide and maintain an on-site training program for the purpose of educating unskilled individuals, occupying entry level positions in specific construction trade procedures and skills required in connection with the Contract. Such training programs shall be initiated upon commencement of the

Contractor's work and continue through the completion of the Contract.

If the Contractor (or CAC, if it engages in construction related activity), in its sole discretion, implements on-site supervisory or management training programs, such Contractor (or CAC as the case may be) shall use its best efforts to include minorities and women in such training programs.

Prior to initiation of any training program, each Contractor shall submit to CAC a detailed written description of the specific components of the training program for CAC's approval and shall receive same prior to commencing the program. CAC shall forward to UDC a copy of all programs it approves within ten (10) days of such approval.

D. Compliance.

1. CAC, if applicable, shall submit to UDC or its designated agent, and Contractor shall submit to CAC or its designated agent, with copies to the UDC, compliance reports as approved by UDC. Each compliance report shall include but not be limited to the following information:

(a) The name, address and telephone number of each MBE and WBE being used or intended to be used to comply with the participation goals;

(b) A brief description of the Contract scope of work to be performed by each MBE and WBE and the scheduled dates for performance;

(c) A statement of whether there is a written agreement with each MBE and WBE being used or intended to be used and, if requested, copies of such agreements;

(d) The actual total cost of each Contract, the work performed and the materials provided, and the scope of work to be performed by each MBE and WBE for each Contract;

(e) The actual amounts of any payments made to each MBE and WBE as of the date the compliance report was submitted; and

(f) The percentage of total MBE and WBE contractors, subcontractors, vendors and suppliers utilized for the Construction of the Crossroads Arena and total contract value such percentages constitute.

2. During the initial construction of the Crossroads Arena, CAC or UDC may conduct a semi-annual audit and compliance review at such time and in such manner as it deems necessary in order to review compliance with this Plan. Thereafter, CAC or UDC may annually conduct an audit and compliance review in order to review compliance with this Plan.

3. Contractor will incorporate or cause to be incorporated the requirements of this Plan in all of its Subcontracts entered into in connection with the Construction of the Crossroads Arena in such manner as will require each subcontractor to comply with this Plan.

4. For purposes of determining the contract value of work performed by MBEs and WBEs, all contracts, whether awarded directly by CAC, by a Contractor, or awarded by the subcontractor of a Contractor, shall be considered. The following standards shall apply in determining the dollar value of any contract involving an MBE or WBE:

(a) Where the MBE or WBE is the Contractor or where the Contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.

(b) Where the Contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be the contract price multiplied by the percentage which represents the interest of the MBEs or WBEs in the venture.

(c) Where the MBE or WBE is a Contractor which subcontracts work to a party not an MBE or WBE, the value shall be the excess, if any, of the contract price of the work contracted by the MBE or WBE over the contract price of the work subcontracted by such MBE or WBE.

(d) Where the MBE or WBE is a bona fide supplier, the value shall be the price of the materials purchased, provided that if the MBE or WBE acts as a supplier or distributor of goods

manufactured or produced by a party which is not an MBE or WBE, the price paid by the MBE or WBE to the manufacturer or supplier shall be deducted from the price of the materials purchased.

5. In the event CAC or a Contractor is unable to achieve the above-noted MBE and/or WBE participation numerical objectives:

(a) CAC and each Contractor will maintain detailed records of the good faith actions that it and its contractors and subcontractors have taken to achieve the participation goals in such form as will enable CAC or the UDC to determine that Contractor has indeed made such good faith efforts in accordance with this Plan. Records shall include, but not be limited to, those set forth in Sections III.A. and III.B. above.

(b) The Contractor may apply to CAC or its designee (or, if applicable, CAC may apply to UDC or its designee) for a waiver or modification of the Plan's requirements by the submission of a written request for a waiver or modification documenting good faith efforts by the Contractor (or CAC, if applicable) to meet the participation goals of the Plan, which waiver or modification may be granted after careful consideration of the following factors:

(i) The names of general circulation, trade association and minority and women-oriented publications in which bids were solicited;

(ii) The dates bid solicitations for MBE and WBE participation were published in any of the publications identified pursuant to paragraph (i) and the text of the bid solicitation;

(iii) A list of MBEs and WBEs which were solicited in writing to provide bids;

(iv) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all MBEs and WBEs;

(v) Copies of responses made by MBEs and WBEs to solicitations made by (CAC or) the Contractor;

(vi) A description of any contract documents, plans, or specifications made available to MBEs and WBEs for purposes of soliciting their bids, and the dates and manner in which these documents were made available;

(vii) Documentation of any negotiations between CAC or the Contractor and MBEs and WBEs;

(viii) With respect to the recruitment efforts undertaken to identify and hire supervisory employees, evidence of good faith efforts may include, but not be limited to, CAC's, the Contractor's and each subcontractor's participation at women and minority job fairs, each party's utilization of employment and job placement agencies, each party's encouragement of its women and minority supervisory personnel to solicit other employees, and, the number of interviews granted to qualified applicants;

(ix) Any other information determined relevant by CAC or the Contractor; and

(x) A statement setting forth CAC's or the Contractor's bases for requesting a waiver or modification.

6. Each Subcontract entered into for the Construction of the Crossroads Arena shall include a provision that CAC and UDC shall be deemed third-party beneficiaries of the provisions included in such Subcontract pursuant to this Plan and shall have the full right of enforcement thereof. Nothing contained in this Plan shall be construed to create any third party beneficiary right in any party other than as expressly provided herein.

E. Sanctions.

In the event Contractor fails to comply with the provisions of this Plan, CAC may withhold payment of any amounts due, suspend, cancel or terminate any Contract without incurring any penalty or damage on account of such action and without any further liability.

IV. Operation of the Crossroads Arena

The provisions of this Section IV shall apply during the Operation of the Crossroads Arena. Copies of Section I, II and IV of this Plan shall be provided to each Contractor or subcontractor in connection with the Operation of the Crossroads Arena.

A. Equal Employment Opportunity for Minority Group Members and Women.

1. CAC shall and shall require the Sabres and each Contractor to specifically agree that:

(a) It will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) It shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, labor union or authorized representative will affirmatively cooperate in the implementation of the obligations herein.

(c) It shall state in all solicitations or advertisements for employees that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

2. Each Contractor will include the provisions of this Section IV in every Subcontract in such a manner that the provisions will be binding upon each subcontractor with respect to all of its work in connection with a Contract.

3. CAC, the Sabres (except as to hockey players, scouts and coaches, the hockey general manager, assistant general manager and

trainers of the Sabres), and each Contractor and subcontractor shall make every effort to achieve meaningful participation of minorities and women in its work force, and will demonstrate good faith efforts at least as extensive as the following to achieve same:

(a) Ensure and maintain a working environment free of harassment, intimidation and coercion in all facilities at which employees are assigned to work and ensure that all supervisory personnel are aware of and carry out the obligation to maintain such a working environment with specific attention to minorities and women working at such site(s) or in such facilities.

(b) Establish and maintain a current list of recruitment, training and employment sources for minorities and women, provide written notification to these sources when employment opportunities become available, and provide a reasonable opportunity for such source's response. Such list shall include all employment, recruitment and training sources recommended by CAC and/or UDC.

(c) Maintain a current file of each off-the-street application from minorities or women which includes the name, address and telephone number thereof and the name, address and telephone number of each referral from a union or a recruitment, training or employment source for minorities or women and of the action taken with respect to each individual.

(d) Disseminate the affirmative action/nondiscrimination obligations under this Plan to employment agencies, labor unions or authorized representatives and requesting their cooperation and assistance in meeting the obligations under this Plan, by including a statement that it is an equal opportunity employer in advertising and notices of available jobs with CAC, the Sabres or the Contractor, and by informing subcontractors of the obligations under this Plan.

(e) Review, at least annually, the affirmative action/nondiscrimination obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including on-site supervisory personnel such as superintendents and general foremen. A written record shall be made and maintained identifying the time

and place of these meetings, persons attending, subject matter discussed, and actions taken.

(f) Direct recruitment efforts, both oral and written, to community organizations representing the interests of minorities and/or women, to schools with minority students, and to employment, recruitment and training organizations serving minorities and/or women in the Western New York area. Written notification may include a description of the openings, screening procedures and tests to be used in the selection of workers, apprentices or trainees.

(g) Encourage minority and women employees to recruit other minority and women workers and, where reasonable, provide afterschool, summer and vacation employment to minority and women students.

(h) Ensure that seniority practices, job classifications, work assignments, collective bargaining agreements and other personnel practices do not have a discriminatory effect by monitoring all personnel and employment related activities to ensure that the affirmative action/nondiscrimination obligations under this Plan are being carried out.

(i) Conduct periodic reviews, of adherence to and performance pursuant to this Plan.

(j) Maintain written documentation of all activities pursuant to this Section IV.A. in such form as will enable verification of compliance therewith. Such documentation shall be retained for a period of one year and shall be available to CAC, UDC or their designees during regular business hours.

B. MBE/WBE Participation.

1. With respect to the Operation of the Crossroads Arena, CAC will, and will require its Contractors and subcontractors (other than the Sabres) to, take the following good faith efforts to achieve MBE and WBE participation herein:

(a) Actively and affirmatively solicit bids for Contracts and Subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

(b) Ensure that plans, specifications, requests for proposals and other documents used to secure proposals for the performance of work or supply of materials will be made available in sufficient time for review by prospective MBEs or WBEs.

(c) Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.

(d) Encourage, where economically and technically feasible, the formation of joint ventures, partnerships or other similar arrangements to enhance participation by MBEs and WBEs.

(e) Consult with governmental agencies, their consultants and contractor associations in connection with efforts to fulfill participation goals.

(f) Place timely advertisements in appropriate general circulation, trade and minority and women-oriented publications.

(g) Make written solicitations in a timely fashion of MBEs and WBEs.

(h) Document and maintain a record of all Contract solicitations, including solicitations to MBEs and WBEs, and the results thereof.

2. The Sabres shall develop and periodically update a list of qualified MBEs and WBEs to which it shall refer, prior to purchasing supplies or materials, in order to create business opportunities for such firms, and to provide such list to CAC. The Sabres may seek the assistance of the City, County and New York State in the development of such list of qualified MBEs and WBEs.

C. Training.

With respect to the Operation of the Crossroads Arena, CAC, if appropriate and applicable, and each Contractor shall provide and maintain an on-site program for the purpose of educating unskilled individuals occupying entry level positions in specific skills required in connection with the Contract. Each Contractor shall submit to CAC and, if applicable, CAC shall submit to UDC a detailed written description of the specific components of the

training plan for CAC's and/or UDC's approval and shall receive same prior to commencing the program. CAC shall forward to UDC, or its designee, a copy of all programs it approves within ten (10) days of such approval.

If the labor market is not providing qualified minority or women candidates for supervisory positions, training programs which are funded by the federal, state, county or city government or other public or private agencies may be implemented.

If a Contractor (or CAC, if appropriate and applicable), in its sole discretion, implements on-site supervisory or management training programs, such Contractor (or CAC) shall use its best efforts to include minorities and women in such training programs.

D. Compliance.

1. CAC or UDC may annually conduct an audit and compliance review of CAC or the Sabres at such time and in such manner as it deems necessary in order to review compliance with this Plan.

2. CAC and each Contractor shall incorporate or cause to be incorporated the requirements of this Plan in all of its Contracts or Subcontracts entered into in connection with a Contract in such manner as will require each subcontractor to comply with this Plan.

3. Contractors and the Sabres will submit to CAC, and CAC, if applicable, to UDC, compliance reports which shall describe all steps which have been taken to comply with this Plan, including, where applicable:

(a) The name, address and telephone number of each MBE and WBE which CAC or Contractor is using or intends to use to comply with the participation goals;

(b) A brief description of the Contract scope of work to be performed for CAC or Contractor by each MBE and WBE and the scheduled dates for performance;

(c) A statement of whether CAC, the Sabres or Contractor have a written agreement with any MBE and WBE which CAC, the Sabres or Contractor is using or intends to use and, if requested, copies of such agreements;

(d) The actual total cost of any Contract or Subcontract, the work performed and the materials provided, and the scope of work to be performed by each MBE and WBE for each Contract or Subcontract;

(e) The actual amounts of any payments made to each MBE and WBE as of the date the compliance report was submitted; and

(f) A report detailing compliance with the Equal Employment Opportunity provisions of this Section IV.

4. For purposes of determining the contract value of work performed by MBEs and WBEs, all contracts, whether awarded directly by CAC or by Contractors or subcontractors, shall be considered. The following standards shall apply in determining the dollar value of any contract involving an MBE or WBE:

(a) Where the MBE or WBE is the Contractor or where the Contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.

(b) Where the Contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be the contract price multiplied by the percentage which represents the interest of the MBEs or WBEs in the venture.

(c) Where the MBE or WBE is a Contractor which subcontracts work to a party not an MBE or WBE, the value shall be the excess, if any, of the contract price of the work contracted by the MBE or WBE over the contract price of the work subcontracted by such MBE or WBE.

(d) Where the MBE or WBE is a bona fide supplier, the value shall be the price of the materials purchased, provided that if the MBE or WBE acts as a supplier or distributor of goods manufactured or produced by a party which is not an MBE or WBE, the price paid by the MBE or WBE to the manufacturer or supplier shall be deducted from the price of the materials purchased.

5. In the event CAC, the Sabres or a Contractor is unable to achieve the above-noted equal employment opportunity or MBE/WBE participation numerical objectives:

(a) Detailed records of the good faith actions that it has undertaken to achieve the goals shall be maintained in such form as will enable CAC or the UDC to determine that such good faith efforts have been undertaken. Records shall include, but not be limited to, those set forth in Sections IV.A. and IV.B. above.

(b) The Contractor or the Sabres may apply to CAC, or in the case of CAC, it may apply to UDC, for a waiver or modification of the Plan's requirements by the submission of a written request for a waiver or modification stating the bases for such request and documenting good faith efforts to meet the goals of the Plan, which waiver or modification may be granted after careful consideration of the relevant following factors:

(i) The names of general circulation, trade association and minority and women-oriented publications in which employment opportunities were advertised or bids solicited.

(ii) The dates, employment opportunities or bid solicitations for MBE and WBE participation were published in any of the publications identified pursuant to paragraph (i) and its text.

(iii) A list of MBEs and WBEs which were solicited in writing to provide bids.

(iv) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all MBEs and WBEs.

(v) Copies of responses made by MBEs and WBEs to solicitations.

(vi) A description of any contract documents, plans, or specifications made available to MBEs and WBEs for purposes of soliciting their bids, and the dates and manner in which these documents were made available.

(vii) Documentation of any negotiations between CAC, the Sabres or Contractor with MBEs and WBEs.

(viii) The nature of all recruitment efforts undertaken to identify and hire management and other employees. Such efforts shall include, but not be limited to, CAC's, or the Sabres or the Contractor's the participation at women and minority job fairs, utilization of employment and job placement agencies, encouragement of their women and minority management personnel to solicit other management and non-management employees.

(ix) The number of job applications received by CAC, the Sabres and Contractor for all positions, both management and non-management. The number of interviews granted to such applicants.

(x) Any other relevant information.

6. Each Contract or Subcontract shall include a provision that CAC, UDC and the City shall be deemed third-party beneficiaries of the provisions included in such Contract or Subcontract pursuant to this Plan and shall have the full right of enforcement thereof. Nothing contained in this Plan shall be construed to create any third party beneficiary right in any party other than as expressly provided herein.

E. Failure to Comply.

In the event CAC or the Sabres is notified of its failure to meet the provisions of this Plan, CAC or the Sabres will take appropriate steps to correct such deficiencies and will notify the City (as the designee of UDC), in writing, of the steps taken to remedy such deficiencies. The City (as the designee of UDC) reserves the right to suggest reasonable steps to correct such deficiencies.

V. City, UDC and County Cooperation and Dissemination of the Objectives of this Plan

The City, County and UDC shall support CAC, Contractors, and the Sabres in working with applicable unions to obtain greater affirmative action and equal employment opportunities in accordance with this Plan. Similarly, CAC and the Sabres shall provide copies of Section I of this Plan or a similar policy statement to Customers.

VI. Modifications

This Plan shall not be altered without the written consent of the City (as the designee of UDC).

H:\LBO\SABRES\AAP10.13

10/13/94

CROSSROADS ARENA CORPORATION

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

VI. Modifications

This Plan shall not be altered without the written consent of the City (as the designee of UDC).

FORM A

SCHEDULE OF MINORITY/WOMEN OWNED BUSINESS PARTICIPATION

(No substitutions may be made on this submission except by prior written approval from the Owner)

Project: _____

_____
Name of Bidding Contractor

_____
Address

_____
Phone No.

Name/Address/Phone No. of Minority/Women Owned Business	MBE or WBE?	Joint Venture, Subcontractor, or Supplier?	Scope of Work to be Performed?	Projected Commencement and Completion Dates	Proposed Contract Price or Purchase Amount

Note: Form A Must be submitted with Bid

_____ _____
Date Bidder's Signature and Title

FORM B

MBE/WBE LETTER OF INTENT TO PERFORM

(To be completed by M/WBE and submitted to the Contractor by the responsible low bidder prior to contract award)

Project: _____

The undersigned intends to perform work in connection with the above project as (check one):

_____ a contractor _____ a joint venture

_____ a subcontractor _____ a supplier

The MBE/WBE status of the undersigned must be confirmed by the Owner prior to contract award.

The undersigned has agreed to provide the following work, trades, services, or supplies: _____

_____

_____

_____ at the following price: _____

The following commencement and completion dates for such work has been projected as follows:

Projected Commencement Date	Projected Completion Date
_____	_____
_____	_____

The undersigned will enter into a formal contract or purchase order agreement with _____ for the above work, trades, services or supplies contingent upon prior execution of a contract between said company and the Owner.

_____
Name of Minority/Women Contractor (Print)

_____

_____
Address

_____
Phone Number

_____
Company Officer Name & Title (Print)

_____
Signed

ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09FD968DMB	28MAY96	3JUN96	5	09C	09680	34
09FD968DSA	28MAY96	3JUN96	5	09C	09680	33
09FD968DUA	4JUN96	10JUN96	5	09C	09680	29
09FD968DEA	6JUN96	19JUN96	10	09C	09680	0
09FD968DCB	11JUN96	17JUN96	5	09C	09680	32
09FD968DMC	11JUN96	17JUN96	5	09C	09680	29
09FD968DSD	11JUN96	17JUN96	5	09C	09680	28
09FD968DUD	11JUN96	17JUN96	5	09C	09680	29
09FD968DPD	18JUN96	24JUN96	5	09C	09680	29
09FD968DUB	18JUN96	24JUN96	5	09C	09680	29
09FD968DED	20JUN96	3JUL96	10	09C	09680	0
09FD968DCC	25JUN96	1JUL96	5	09C	09680	27
09FD968DSB	25JUN96	1JUL96	5	09C	09680	23
09FD968DEB	5JUL96	18JUL96	10	09C	09680	0
09FD968DSC	10JUL96	16JUL96	5	09C	09680	18
09FD968DUC	17JUL96	23JUL96	5	09C	09680	14
09FD968DEC	19JUL96	1AUG96	10	09C	09680	0
09FD968DPC	24JUL96	30JUL96	5	09C	09680	9
09D-B09310	22DEC94A	26JAN95A	16	09D	09310	
09D-A09310	27JAN95A	30MAR95	51	09D	09310	99
09D-P09310	31MAR95	20APR95	15	09D	09310	99
09D-R09310	21APR95	19MAY95	21	09D	09310	99
09D-F09310	130CT95	8DEC95	40	09D	09310	99
09D-D09310		8DEC95	0	09D	09310	99
09DD9310MA	29JAN96	16FEB96	15	09D	09310	64
09DD9310MD	12FEB96	1MAR96	15	09D	09310	59
09DD9310CA	19FEB96	1MAR96	10	09D	09310	79
09DD9310MB	26FEB96	15MAR96	15	09D	09310	54
09DD9310CD	4MAR96	15MAR96	10	09D	09310	69
09DD9310MC	11MAR96	29MAR96	15	09D	09310	50
09DD9310CB	18MAR96	29MAR96	10	09D	09310	59
09DD9310SA	18MAR96	29MAR96	10	09D	09310	58
09DD9310CC	1APR96	12APR96	10	09D	09310	49
09DD9310SD	1APR96	12APR96	10	09D	09310	53
09DD9310UA	1APR96	12APR96	10	09D	09310	43
09DD9310PD	8APR96	19APR96	10	09D	09310	69
09DD9310UD	8APR96	19APR96	10	09D	09310	53
09DD9310PC	15APR96	26APR96	10	09D	09310	59
09DD9310SB	15APR96	26APR96	10	09D	09310	43
09DD9310UB	15APR96	26APR96	10	09D	09310	43
09DD9310EA	16APR96	6MAY96	15	09D	09310	18
09DD9310UC	22APR96	3MAY96	10	09D	09310	38
09DD9310ED	23APR96	13MAY96	15	09D	09310	18
09DD9310SC	29APR96	10MAY96	10	09D	09310	33
09DD9310EB	30APR96	20MAY96	15	09D	09310	18
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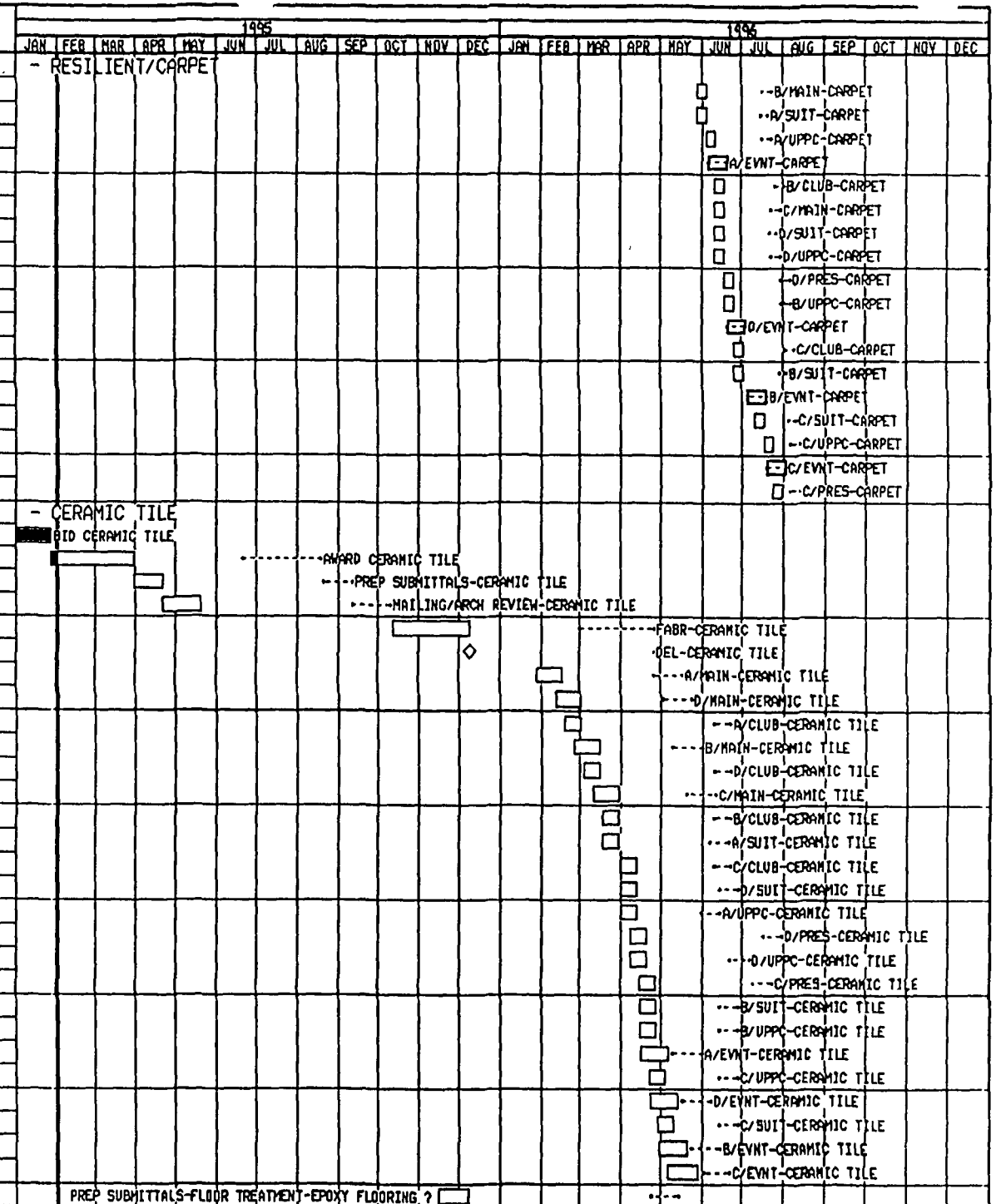


FORM D

MONTHLY EMPLOYMENT UTILIZATION REPORT

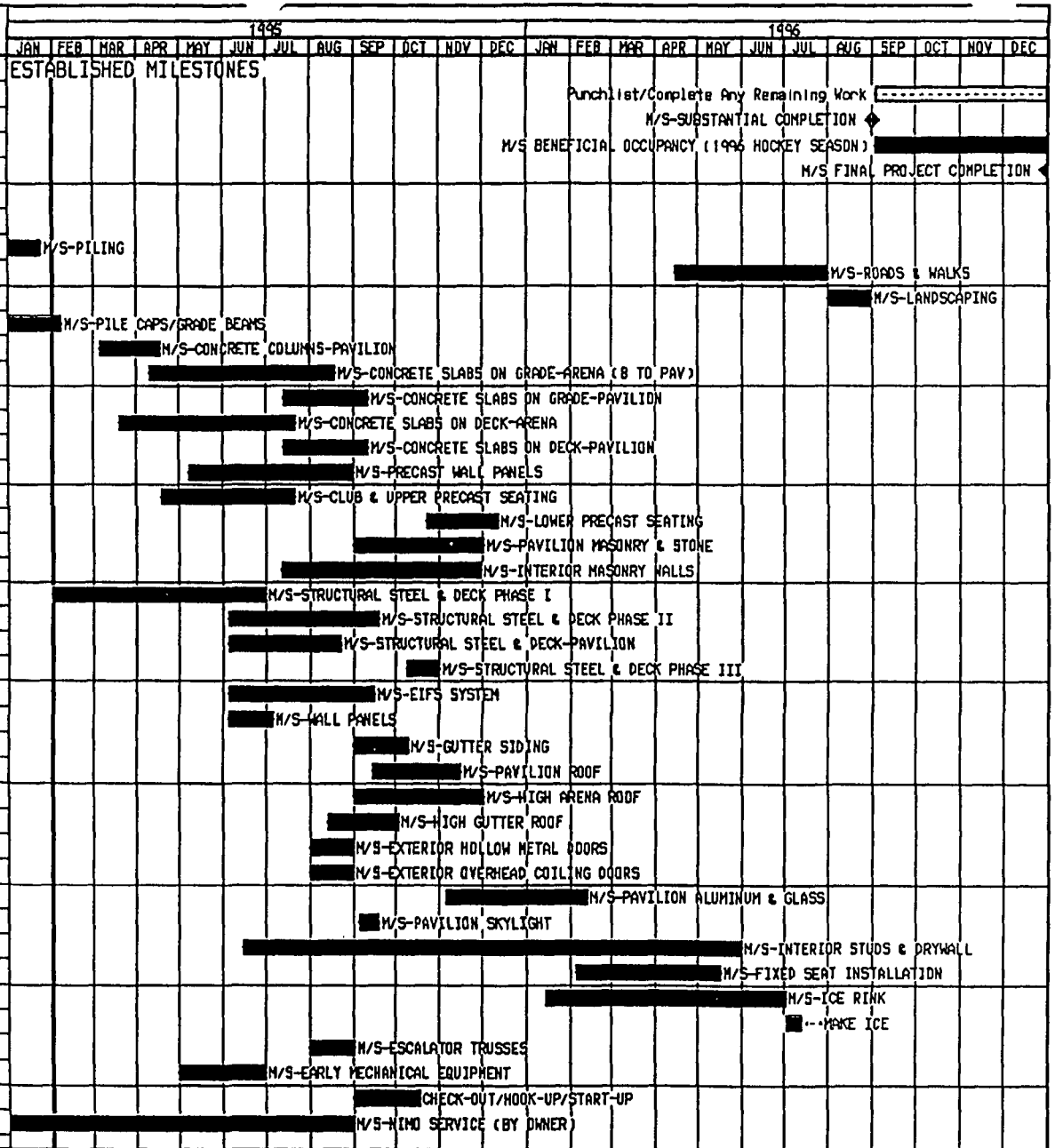
(See Reverse Side For Instructions)

Project: CROSSROADS	1. Current Goals: Minority ___ Female ___	2. Reporting Period Mo ___ Yr ___	3. Start Date:_____ Est. Completion Date:_____
Return To: Mr. Greg Brown International Resource Consultants 49 Illinios Street P.O.Box 1168 Buffalo, NY 14203	Name & Location of Contractor:		4. Percent of Job Completed _____

	5. Work Hours of Employment										6. Minority Percentage		7. Female Percentage		Employees				10. Construction Trades
	5a. All Employees		5b. Black		5c. Hispanic		5d. Asian or Pacific Islander		5e. American Indian/ Alaskan Native						8. Total		9. Minority		
Classifications	M	F	M	F	M	F	M	F	M	F					M	F	M	F	
Supervisory																			
Journey Worker																			
Apprentice																			
Trainee																			
Sub Total																			
Journey Worker																			
Apprentice																			
Trainee																			
Subtotal																			
Journey Worker																			
Apprentice																			
Trainee																			
Subtotal																			
TOTAL SUPERVISORS																			
TOTAL J. WORKERS																			
TOTAL APPRENTICES																			
TOTAL TRAINEES																			
GRAND TOTAL																			

11. Company Official's Signature & Title:	12. Telephone Number (Include Area Code)	Date Signed:

ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
8170	3SEP96	31DEC96	84	MS	01012	0
M01014-001		31AUG96	0	MS	01014	0
M01016-001	3SEP96	31DEC96	84	MS	01016	0
M01018-001		31DEC96	0	MS	01018	0
M02050	15SEP94A	28OCT94A	32	MS	02050	
M02200-001	1NOV94A	1DEC94A	22	MS	02200	
M02375-001	14NOV94A	23JAN95A	48	MS	02360	
M02520-001	15APR96	31JUL96	76	MS	02500	0
M02905-001	1AUG96	30AUG96	22	MS	02900	0
M03001-001	28NOV94A	6FEB95	49	MS	03001	0
M03010-001	6MAR95	17APR95	31	MS	03012	0
M03016-001	10APR95	18AUG95	93	MS	03016	0
M03016-002	14JUL95	11SEP95	41	MS	03016	0
M03018-001	20MAR95	21JUL95	88	MS	03399	0
M03018-002	14JUL95	11SEP95	41	MS	03399	0
M03450-001	8MAY95	31AUG95	82	MS	03450	0
M03411-001	19APR95	21JUL95	66	MS	03490	0
M03411-002	23OCT95	11DEC95	35	MS	03490	0
M04212-001	1SEP95	1DEC95	64	MS	04212	0
M04220-002	12JUL95	29NOV95	100	MS	04220	0
M05100-001	1FEB95	30JUN95	107	MS	05100	0
M05100-002	5JUN95	18SEP95	74	MS	05100	0
M05100-004	5JUN95	22AUG95	56	MS	05100	0
M05100-003	9OCT95	31DCT95	17	MS	05100	0
M07240-001	5JUN95	15SEP95	73	MS	07240	0
M07410-001	5JUN95	5JUL95	22	MS	07410	0
M07420-001	1SEP95	9OCT95	26	MS	07420	0
M07531-003	15SEP95	15NOV95	44	MS	07531	0
M07532-001	1SEP95	1DEC95	64	MS	07532	0
M07534-002	14AUG95	20CT95	35	MS	07534	0
M08110-001	1AUG95	31AUG95	23	MS	08110	0
M08332-001	1AUG95	31AUG95	23	MS	08332	0
M08920-001	6NOV95	12FEB96	70	MS	08920	0
M08950-001	5SEP95	18SEP95	10	MS	08955	0
M09260-001	15JUN95	31MAY96	248	MS	09260	0
M12700-001	5FEB96	16MAY96	74	MS	12730	0
M13160-001	15JAN96	1JUL96	120	MS	13160	0
M13166-001	2JUL96	12JUL96	8	MS	13166	10
M14310-001	1AUG95	1SEP95	24	MS	14310	0
M15555-002	1MAY95	30JUN95	44	MS	15555	0
M16322-004	1SEP95	17OCT95	32	MS	16120	0
M16322-003	30CT94A	31AUG95	222	MS	16322	0



Activity Classification: BAR FILL
ESTABLISHED MILESTONES

Plot Date 14FEB95
Data Date 1FEB95
Project Start 1SEP94
Project Finish 31DEC96

(c) Primavera Systems, Inc.

Activity Bar/Early Dates
Critical Activity
Progress Bar
Activity Late Dates
◇/P Milestone/Flag Activity

FBSR

Sheet 1 of 44

HUBER, HUNT & NICHOLS, INC.
CROSSROADS ARENA (BUFFALO SABRES)
SMALL BARCHART-BY PACK, SECT, ES, DRAFT

—PRELIMINARY PROJECT SCHEDULE—

Date	Revision	Checked	Approved

ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
M16000-002	1AUG95	29SEP95	43	M5	16322	0
000-N00040	15EP94A	15EP94A	1	0000	00040	
00001010SK	13FEB96	4MAR96	15	000	01010	108
00001010RF	26FEB96	15MAR96	15	000	01010	99
00001010HA	29APR96	17MAY96	15	000	01010	54
00001010BS	15JUL96	29JUL96	11	000	01010	10
00001010MA	16JUL96	5AUG96	15	000	01010	0
00001010CA	17JUL96	6AUG96	15	000	01010	4
00001010EA	23JUL96	5AUG96	10	000	01010	0
00001010F	23JUL96	5AUG96	10	000	01010	5
00001010SA	24JUL96	13AUG96	15	000	01010	3
00001010PC	1AUG96	7AUG96	5	000	01010	8
00001010ST	1AUG96	16AUG96	12	000	01010	1
00001010UA	5AUG96	19AUG96	11	000	01010	0
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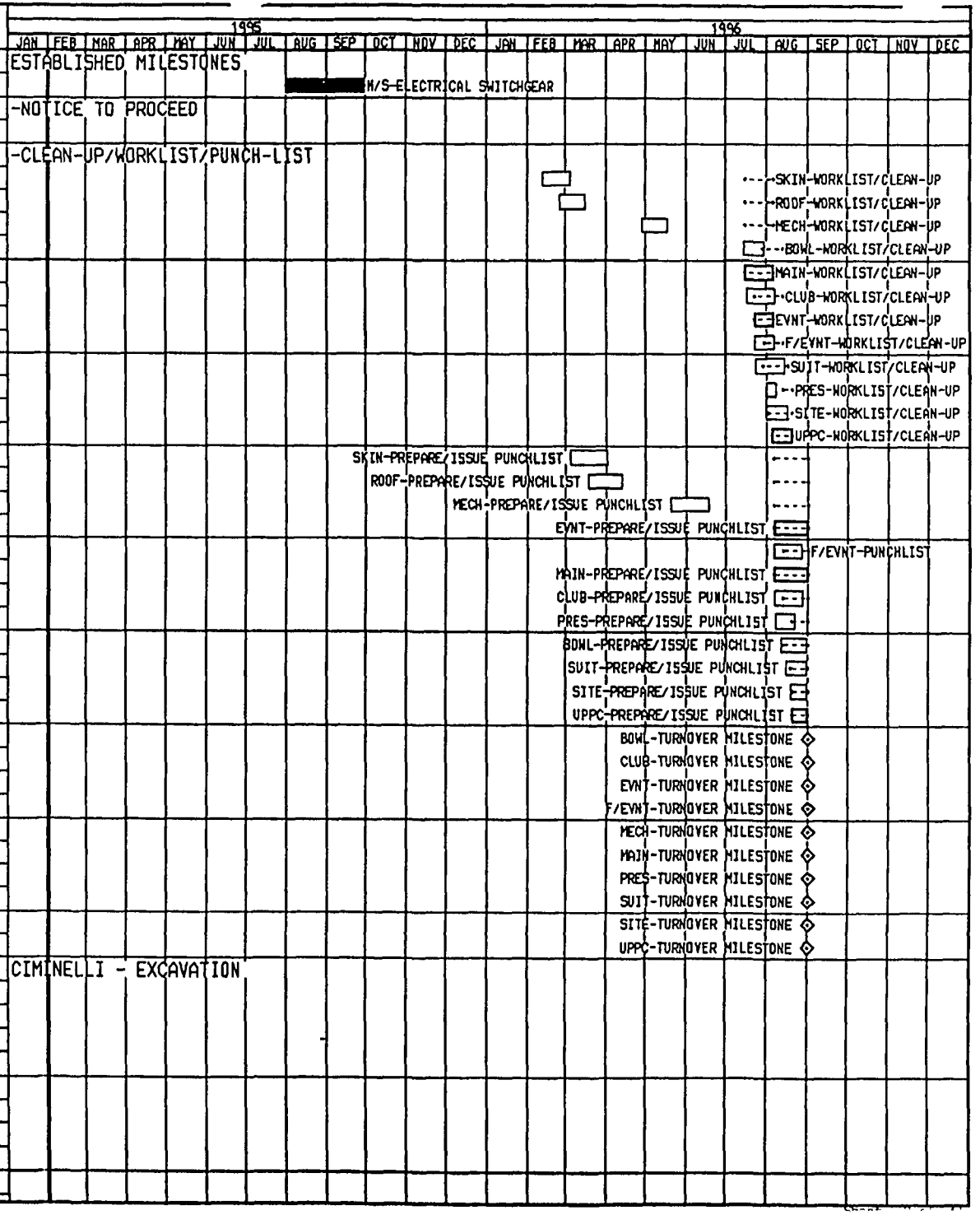
00001012RF	18MAR96	12APR96	20	000	01012	99
00001012HA	20MAY96	17JUN96	20	000	01012	54
00001012EA	6AUG96	31AUG96	20	000	01012	0
00001012F	6AUG96	26AUG96	15	000	01012	5
00001012MA	6AUG96	31AUG96	20	000	01012	0
00001012CA	7AUG96	27AUG96	15	000	01012	4
00001012PC	8AUG96	21AUG96	10	000	01012	8
00001012BS	12AUG96	30AUG96	15	000	01012	1
00001012SA	16AUG96	30AUG96	11	000	01012	1
00001012ST	19AUG96	30AUG96	10	000	01012	1
00001012UA	20AUG96	31AUG96	10	000	01012	0
00001014BS		31AUG96	0	000	01014	0
00001014CA		31AUG96	0	000	01014	0
00001014EA		31AUG96	0	000	01014	0
00001014F		31AUG96	0	000	01014	0
00001014HA		31AUG96	0	000	01014	0
00001014MA		31AUG96	0	000	01014	0
00001014PC		31AUG96	0	000	01014	0
00001014SA		31AUG96	0	000	01014	0
00001014ST		31AUG96	0	000	01014	0
00001014UA		31AUG96	0	000	01014	0
02A-1020	7NOV94A	18NOV94A	10	02A	02060	
02A-B02200	25EP94A	30CT94A	21	02A	02200	
02A-A02200	4OCT94A	28OCT94A	19	02A	02200	
02A-1000	28OCT94A	17NOV94A	15	02A	02200	
02A-1030	7NOV94A	5DEC94A	20	02A	02200	
02A-1044	21NOV94A	28DEC94A	26	02A	02220	
02A-1040	20EC94A	28DEC94A	18	02A	02220	
02A-1043	13DEC94A	28DEC94A	11	02A	02220	
02A-1042	21DEC94A	28DEC94A	5	02A	02220	



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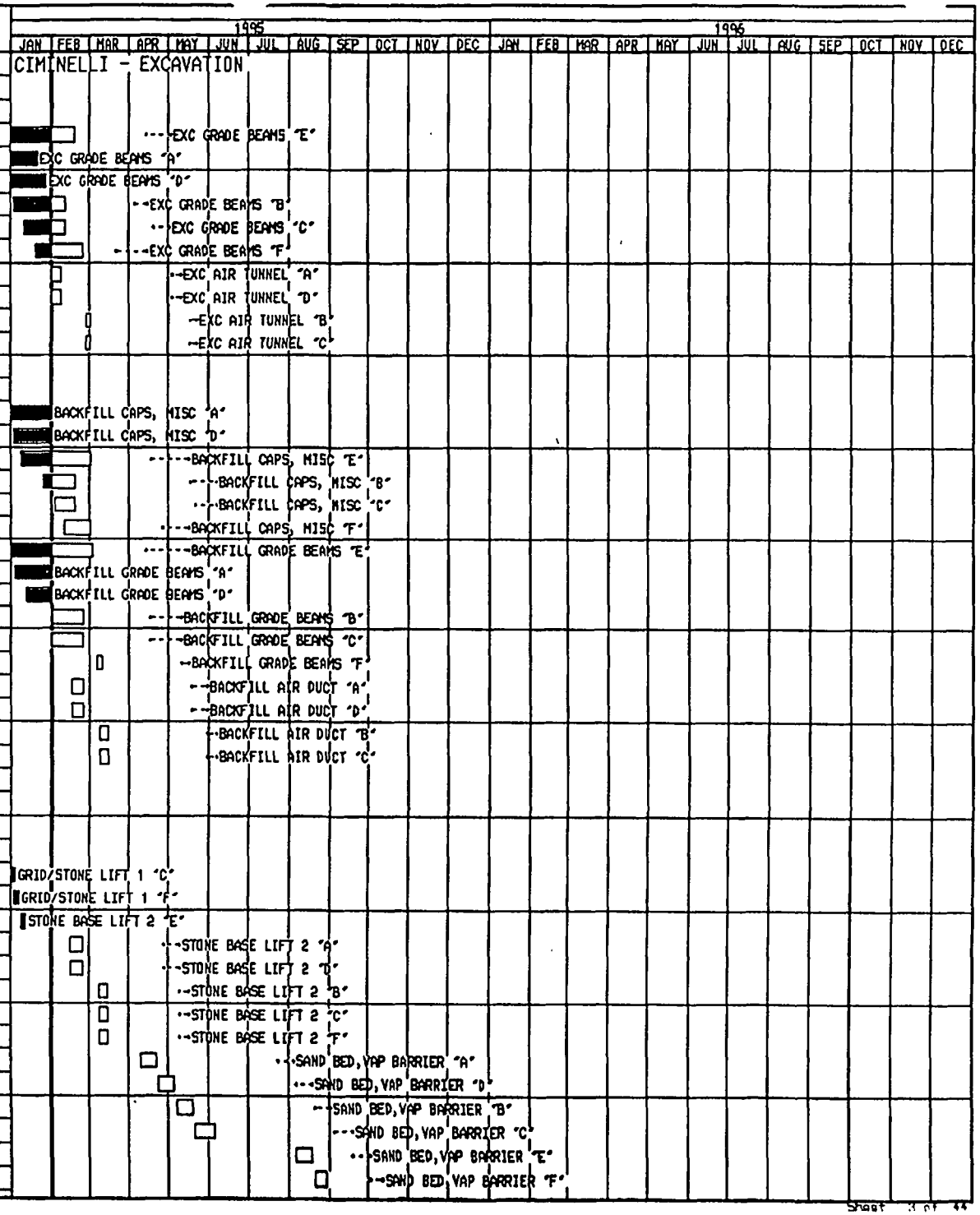
02A-1045	21DEC94A	28DEC94A	5	02A	02220	
02A-1041	22DEC94A	28DEC94A	4	02A	02220	
02A-1064	20DEC94A	17FEB95	54	02A	02221	52
02A-1060	13DEC94A	20JAN95A	27	02A	02221	
02A-1063	22DEC94A	27JAN95A	25	02A	02221	
02A-1061	3JAN95A	10FEB95	29	02A	02221	45
02A-1062	11JAN95A	10FEB95	23	02A	02221	56
02A-1065	20JAN95A	24FEB95	21	02A	02221	35
02A-1080	1FEB95	7FEB95	5	02A	02222	66
02A-1083	1FEB95	7FEB95	5	02A	02222	66
02A-1081	27FEB95	1MAR95	3	02A	02222	58
02A-1082	27FEB95	1MAR95	3	02A	02222	58
02A-P02223	31OCT94A	11NOV94A	10	02A	02223	
02A-R02223	14NOV94A	29NOV94A	11	02A	02223	
02A-1050	23DEC94A	31JAN95A	26	02A	02223	
02A-1053	3JAN95A	31JAN95A	21	02A	02223	
02A-1054	9JAN95A	1MAR95	38	02A	02223	54
02A-1051	25JAN95A	17FEB95	18	02A	02223	76
02A-1052	3FEB95	17FEB95	11	02A	02223	76
02A-1055	10FEB95	1MAR95	14	02A	02223	54
02A-1074	27DEC94A	3MAR95	48	02A	02224	52
02A-1070	4JAN95A	31JAN95A	20	02A	02224	
02A-1073	13JAN95A	31JAN95A	13	02A	02224	
02A-1071	1FEB95	24FEB95	18	02A	02224	53
02A-1072	1FEB95	24FEB95	18	02A	02224	53
02A-1075	7MAR95	10MAR95	4	02A	02224	47
02A-1090	16FEB95	24FEB95	7	02A	02225	66
02A-1093	16FEB95	24FEB95	7	02A	02225	66
02A-1091	9MAR95	15MAR95	5	02A	02225	58
02A-1092	9MAR95	15MAR95	5	02A	02225	58
02A-2004	14NOV94A	22NOV94A	7	02A	02226	
02A-2000	23NOV94A	2DEC94A	7	02A	02226	
02A-2003	5DEC94A	13DEC94A	7	02A	02226	
02A-2001	14DEC94A	22DEC94A	7	02A	02226	
02A-2002	23DEC94A	3JAN95A	6	02A	02226	
02A-2005	3JAN95A	6JAN95A	4	02A	02226	
02A-2014	9JAN95A	11JAN95A	3	02A	02226	
02A-2010	15FEB95	24FEB95	8	02A	02226	52
02A-2013	15FEB95	24FEB95	58	02A	02226	52
02A-2011	9MAR95	15MAR95	5	02A	02226	44
02A-2012	9MAR95	15MAR95	5	02A	02226	44
02A-2015	9MAR95	15MAR95	5	02A	02226	44
02A-2040	10APR95	21APR95	10	02A	02227	73
02A-2043	24APR95	5MAY95	10	02A	02227	73
02A-2041	8MAY95	19MAY95	10	02A	02227	73
02A-2042	22MAY95	5JUN95	10	02A	02227	73
02A-2044	7AUG95	18AUG95	10	02A	02227	30
02A-2045	21AUG95	29AUG95	7	02A	02227	30



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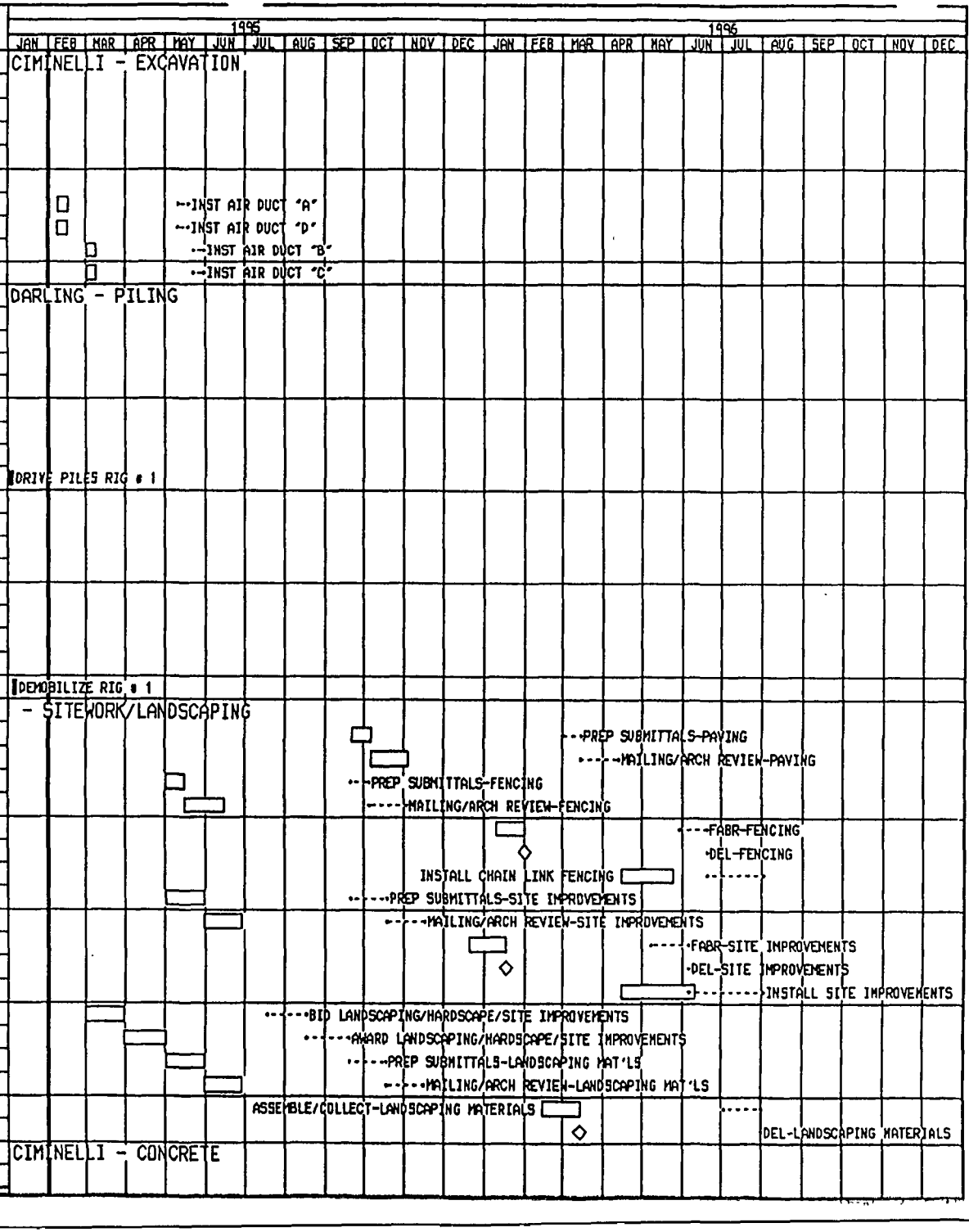
02A-P02270	31OCT94A	11NOV94A	10	02A	02270	
02A-R02270	14NOV94A	29NOV94A	11	02A	02270	
02A-P02700	31OCT94A	11NOV94A	10	02A	02700	
02A-R02700	14NOV94A	13DEC94A	21	02A	02700	
02A-1010	1NOV94A	14NOV94A	7	02A	02701	
02A-1085	8FEB95	15FEB95	6	02A	02702	66
02A-1088	8FEB95	15FEB95	6	02A	02702	66
02A-1086	2MAR95	8MAR95	5	02A	02702	58
02A-1087	2MAR95	8MAR95	5	02A	02702	58
02B-B02360	2SEP94A	3OCT94A	21	02B	02360	
02B-A02360	4OCT94A	19OCT94A	12	02B	02360	
02B-P02360	20OCT94A	26OCT94A	5	02B	02360	
02B-005	14NOV94A	18NOV94A	5	02B	02360	
02B-010	18NOV94A	18NOV94A	1	02B	02360	
02B-015	18NOV94A	22NOV94A	3	02B	02360	
02B-025	18NOV94A	21NOV94A	2	02B	02360	
02B-050	22NOV94A	4JAN95A	29	02B	02360	
02B-020	28NOV94A	30NOV94A	3	02B	02360	
02B-060	28NOV94A	29NOV94A	2	02B	02360	
02B-065	30NOV94A	30NOV94A	1	02B	02360	
02B-030	1DEC94A	1DEC94A	1	02B	02360	
02B-045	1DEC94A	1DEC94A	1	02B	02360	
02B-040	5DEC94A	7DEC94A	3	02B	02360	
02B-070	5DEC94A	30DEC94A	19	02B	02360	
02B-075	21DEC94A	27DEC94A	4	02B	02360	
02B-055	5JAN95A	6JAN95A	2	02B	02360	
02C-P02500	22SEP95	5OCT95	10	02C	02500	114
02C-R02500	6OCT95	3NOV95	21	02C	02500	114
02C-P02832	2MAY95	15MAY95	10	02C	02832	99
02C-R02832	16MAY95	14JUN95	21	02C	02832	99
02C-F02832	11JAN96	31JAN96	15	02C	02832	99
02C-D02832		31JAN96	0	02C	02832	99
02C-02832	15APR96	21MAY96	30	02C	02832	47
02C-P02870	2MAY95	30MAY95	20	02C	02870	99
02C-R02870	31MAY95	28JUN95	21	02C	02870	99
02C-F02870	21DEC95	17JAN96	20	02C	02870	99
02C-D02870		17JAN96	0	02C	02870	99
02C-02870	15APR96	10JUN96	40	02C	02870	37
02C-B02900	1MAR95	30MAR95	22	02C	02900	98
02C-A02900	31MAR95	1MAY95	22	02C	02900	98
02C-P02900	2MAY95	30MAY95	20	02C	02900	98
02C-R02900	31MAY95	28JUN95	21	02C	02900	98
02C-F02900	15FEB96	13MAR96	20	02C	02900	98
02C-D02900		13MAR96	0	02C	02900	98
03A-P03000	31OCT94A	30NOV94A	22	03A	03000	



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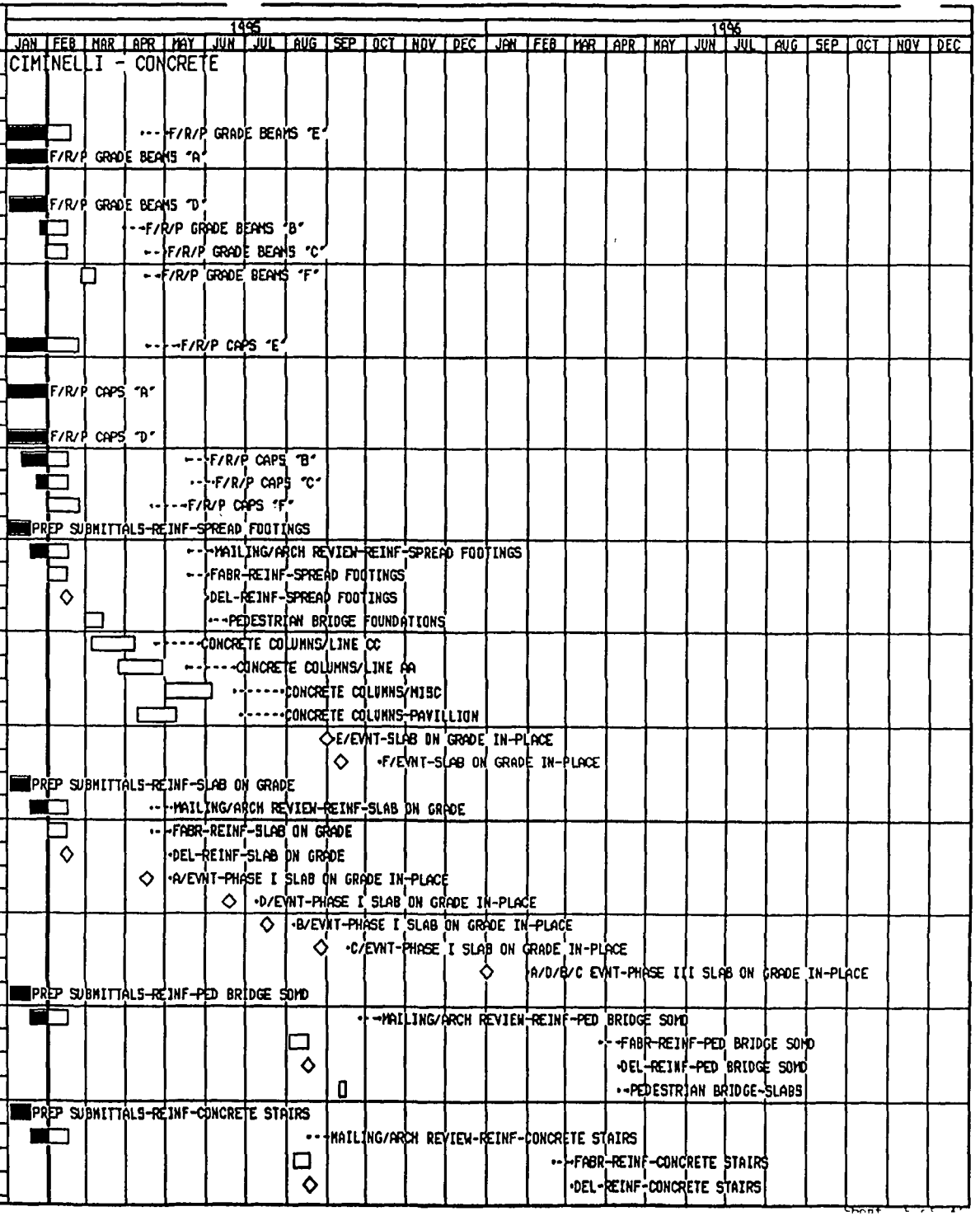
03A-R03000	1DEC94A	9DEC94A	7	03A	03000	
03A-F03000	12DEC94A	22DEC94A	9	03A	03000	
03A-2034	14DEC94A	17FEB95	46	03A	03000	52
03A-2030	23DEC94A	31JAN95A	26	03A	03000	
03A-D03000		23DEC94A	0	03A	03000	
03A-2033	3JAN95A	31JAN95A	21	03A	03000	
03A-2031	26JAN95A	15FEB95	12	03A	03000	42
03A-2032	31JAN95A	15FEB95	12	03A	03000	53
03A-2035	27FEB95	8MAR95	8	03A	03000	35
03A-P03001	31OCT94A	18NOV94A	15	03A	03001	
03A-R03001	21NOV94A	30NOV94A	7	03A	03001	
03A-2021	30NOV94A	24FEB95	61	03A	03001	54
03A-F03001	10DEC94A	13DEC94A	9	03A	03001	
03A-2020	14DEC94A	31JAN95A	33	03A	03001	
03A-D03001		14DEC94A	0	03A	03001	
03A-2023	20DEC94A	31JAN95A	29	03A	03001	
03A-2021	12JAN95A	15FEB95	25	03A	03001	76
03A-2022	23JAN95A	15FEB95	12	03A	03001	78
03A-2025	31JAN95A	24FEB95	19	03A	03001	57
03A-P03002	31OCT94A	17JAN95A	54	03A	03002	
03A-R03002	18JAN95A	15FEB95	21	03A	03002	77
03A-F03002	1FEB95	14FEB95	10	03A	03002	77
03A-D03002		14FEB95	0	03A	03002	77
03A-2080	1MAR95	14MAR95	10	03A	03002	67
03A-2070	6MAR95	7APR95	25	03A	03010	35
03A-2071	27MAR95	28APR95	25	03A	03010	38
03A-2072	1MAY95	5JUN95	25	03A	03011	38
03A-5090	10APR95	9MAY95	22	03A	03012	56
03A03399E	1SEP95	31AUG95	0	03A	03015	2
03A03399F	12SEP95	11SEP95	0	03A	03015	22
03A-P03016	3JAN95A	17JAN95A	11	03A	03016	
03A-R03016	18JAN95A	15FEB95	21	03A	03016	57
03A-F03016	1FEB95	14FEB95	10	03A	03016	57
03A-D03016		14FEB95	0	03A	03016	57
03A03399EA	17APR95	14APR95	0	03A	03016	14
03A03399ED	19JUN95	16JUN95	0	03A	03016	14
03A03399EB	18JUL95	17JUL95	0	03A	03016	14
03A03399EC	28AUG95	25AUG95	0	03A	03016	14
03A03399EZ	2JAN96	31DEC95	0	03A	03017	23
03A-P03018	3JAN95A	17JAN95A	11	03A	03018	
03A-R03018	18JAN95A	15FEB95	21	03A	03018	167
03A-F03018	4AUG95	17AUG95	10	03A	03018	167
03A-D03018		17AUG95	0	03A	03018	167
03A-2081	11SEP95	15SEP95	5	03A	03018	152
03A-P03020	3JAN95A	17JAN95A	11	03A	03020	
03A-R03020	18JAN95A	15FEB95	21	03A	03020	140
03A-F03020	7AUG95	18AUG95	10	03A	03020	140
03A-D03020		18AUG95	0	03A	03020	140



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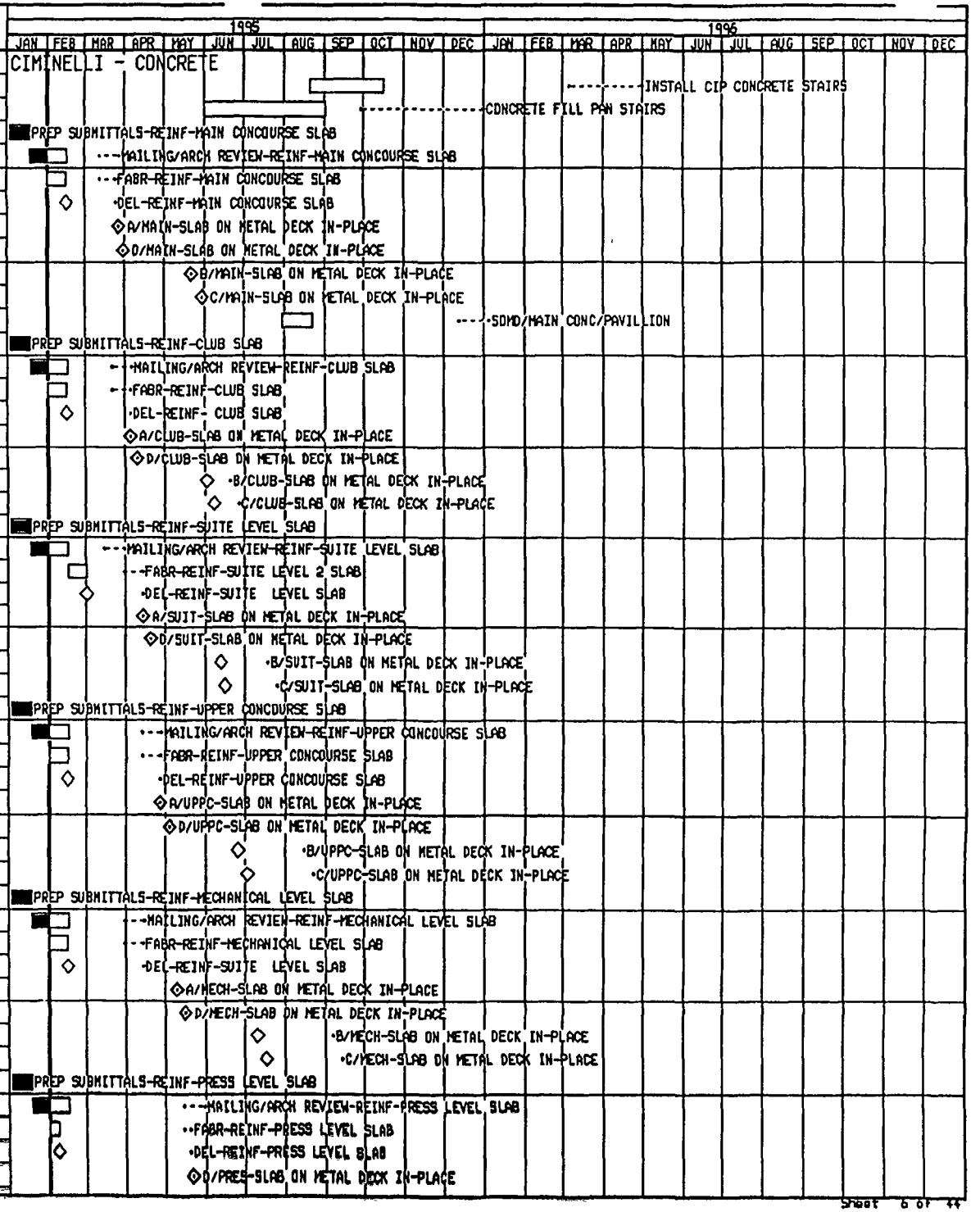
03A-03020	21AUG95	16OCT95	40	03A	03020	140
03A-2040	1JUN95	15SEP95	66	03A	03021	84
03A-P03030	3JAN95A	17JAN95A	11	03A	03030	
03A-R03030	18JAN95A	15FEB95	18	03A	03030	28
03A-F03030	1FEB95	14FEB95	10	03A	03030	28
03A-D03030		14FEB95	0	03A	03030	28
03A03399MA	27MAR95	21MAR95	0	03A	03030	0
03A03399MD	31MAR95	30MAR95	0	03A	03030	0
03A03399MB	22MAY95	19MAY95	0	03A	03030	0
03A03399MC	30MAY95	26MAY95	0	03A	03030	0
03A-2059	31JUL95	22AUG95	17	03A	03031	95
03A-P03034	3JAN95A	17JAN95A	11	03A	03034	
03A-R03034	18JAN95A	15FEB95	21	03A	03034	35
03A-F03034	1FEB95	14FEB95	10	03A	03034	35
03A-D03034		14FEB95	0	03A	03034	35
03A03399CA	5APR95	4APR95	0	03A	03034	0
03A03399CD	10APR95	7APR95	0	03A	03034	0
03A03399CB	2JUN95	1JUN95	0	03A	03034	12
03A03399CC	8JUN95	7JUN95	0	03A	03034	13
03A-P03038	3JAN95A	17JAN95A	11	03A	03038	
03A-R03038	18JAN95A	15FEB95	21	03A	03038	31
03A-F03038	16FEB95	1MAR95	10	03A	03038	31
03A-D03038		1MAR95	0	03A	03038	31
03A03399SA	14APR95	13APR95	0	03A	03038	0
03A03399SD	20APR95	19APR95	0	03A	03038	0
03A03399SB	13JUN95	12JUN95	0	03A	03038	25
03A03399SC	16JUN95	15JUN95	0	03A	03038	27
03A-P03050	3JAN95A	17JAN95A	11	03A	03050	
03A-R03050	18JAN95A	15FEB95	21	03A	03050	51
03A-F03050	1FEB95	14FEB95	10	03A	03050	51
03A-D03050		14FEB95	0	03A	03050	51
03A03399UA	27APR95	26APR95	0	03A	03050	0
03A03399UD	4MAY95	3MAY95	0	03A	03050	0
03A03399UB	26JUN95	23JUN95	0	03A	03050	36
03A03399UC	3JUL95	30JUN95	0	03A	03050	36
03A-P03053	3JAN95A	17JAN95A	11	03A	03053	
03A-R03053	18JAN95A	15FEB95	21	03A	03053	42
03A-F03053	1FEB95	14FEB95	10	03A	03053	42
03A-D03053		14FEB95	0	03A	03053	42
03A03399HA	10MAY95	9MAY95	0	03A	03053	0
03A03399HD	16MAY95	15MAY95	0	03A	03053	0
03A03399HB	11JUL95	10JUL95	0	03A	03053	41
03A03399HC	18JUL95	17JUL95	0	03A	03053	41
03A-P03056	3JAN95A	17JAN95A	11	03A	03056	
03A-R03056	18JAN95A	15FEB95	21	03A	03056	73
03A-F03056	1FEB95	7FEB95	5	03A	03056	73
03A-D03056		7FEB95	0	03A	03056	73
03A03399PD	22MAY95	19MAY95	0	03A	03056	0



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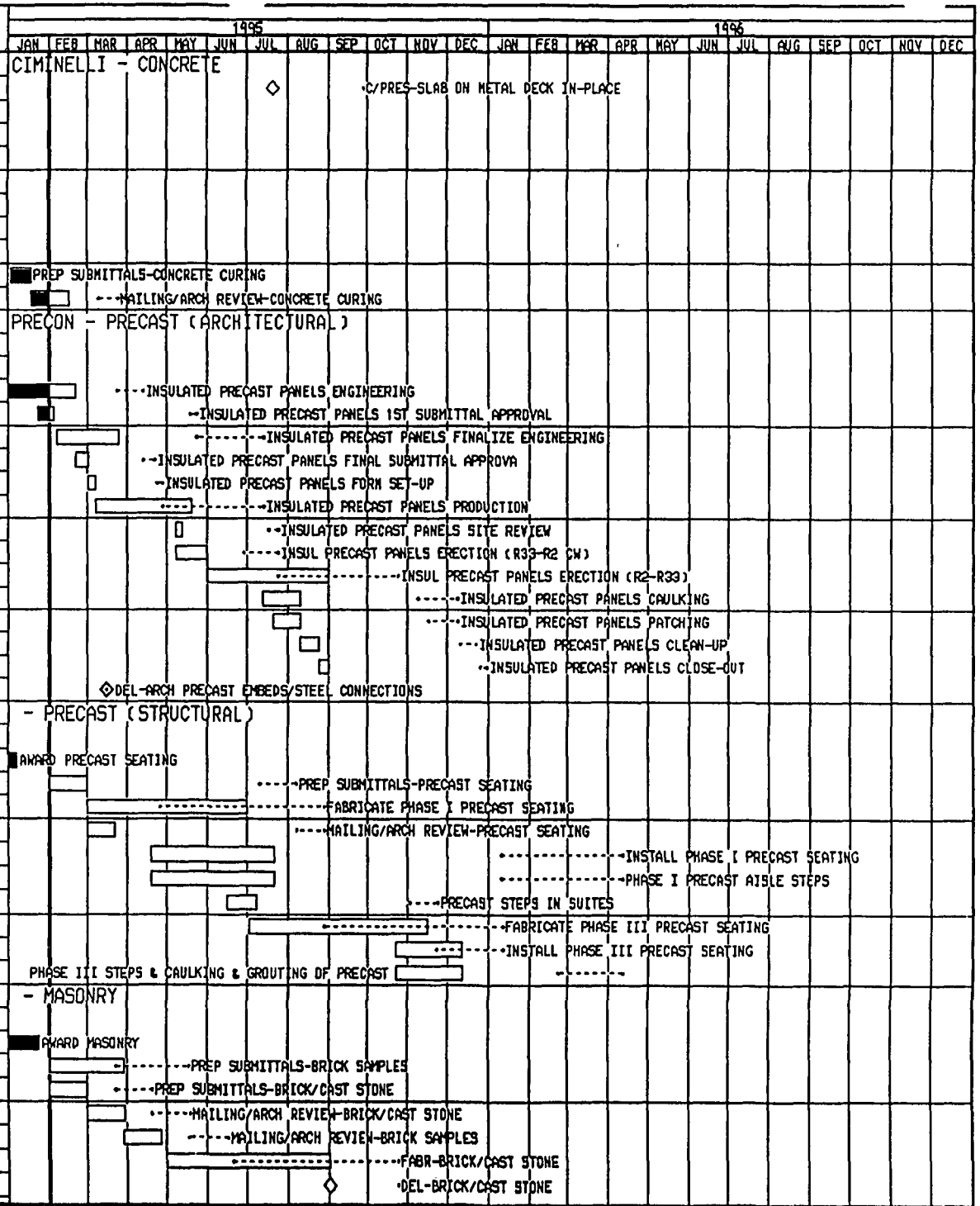
03A-P03100	31OCT94A	18NOV94A	15	03A	03100	
03A-R03100	21NOV94A	29NOV94A	6	03A	03100	
03A-D03100		29NOV94A	0	03A	03100	
03A-B03300	25SEP94A	30OCT94A	21	03A	03300	
03A-A03300	40CT94A	28DCT94A	19	03A	03300	
03A-P03300	31OCT94A	18NOV94A	20	03A	03300	
03A-R03300	21NOV94A	29NOV94A	7	03A	03300	
03A-P03310	3JAN95A	17JAN95A	11	03A	03310	
03A-R03310	18JAN95A	15FEB95	21	03A	03310	27
03B-B03450	25EP94A	30CT94A	21	03B	03450	
03B-A03450	40CT94A	20DEC94A	55	03B	03450	
03B-0020	21DEC94A	20FEB95	42	03B	03450	37
03B-0030	23JAN95A	3FEB95	10	03B	03450	77
03B-0050	6FEB95	24MAR95	35	03B	03450	77
03B-0040	21FEB95	1MAR95	7	03B	03450	37
03B-0060	2MAR95	7MAR95	4	03B	03450	37
03B-0070	8MAR95	19MAY95	53	03B	03450	37
03B-0080	8MAY95	12MAY95	5	03B	03450	49
03B-0090	8MAY95	31MAY95	17	03B	03450	37
03B-0095	1JUN95	31AUG95	65	03B	03450	37
03B-0100	13JUL95	10AUG95	21	03B	03450	84
03B-0110	21JUL95	10AUG95	15	03B	03450	84
03B-0120	11AUG95	24AUG95	10	03B	03450	84
03B-0130	25AUG95	31AUG95	5	03B	03450	84
03B-D03452		15MAR95	0	03B	03452	0
03C-B03450	25EP94A	30CT94A	21	03C	03450	
03C-A03450	40CT94A	6JAN95A	66	03C	03450	
03C-P03490	1FEB95	28FEB95	20	03C	03490	112
03C-03482	1MAR95	30JUN95	87	03C	03490	40
03C-R03490	1MAR95	21MAR95	15	03C	03490	112
03C-03486	19APR95	21JUL95	66	03C	03490	187
03C-03490	19APR95	21JUL95	66	03C	03490	187
03C-03495	16JUN95	7JUL95	15	03C	03490	98
03C-03484	3JUL95	15NOV95	96	03C	03490	40
03C-03488	23OCT95	11DEC95	35	03C	03490	23
03C-03492	23OCT95	11DEC95	35	03C	03490	88
04A-B04212	25EP94A	30CT94A	21	04A	04212	
04A-A04212	40CT94A	23JAN95A	77	04A	04212	
04A-P04212	1FEB95	28MAR95	40	04A	04212	36
04A-P04213	1FEB95	28FEB95	20	04A	04212	36
04A-R04213	1MAR95	29MAR95	21	04A	04212	36
04A-R04212	29MAR95	26APR95	21	04A	04212	36
04A-F04212	1MAY95	15EP95	88	04A	04212	36
04A-D04212		15EP95	0	04A	04212	36



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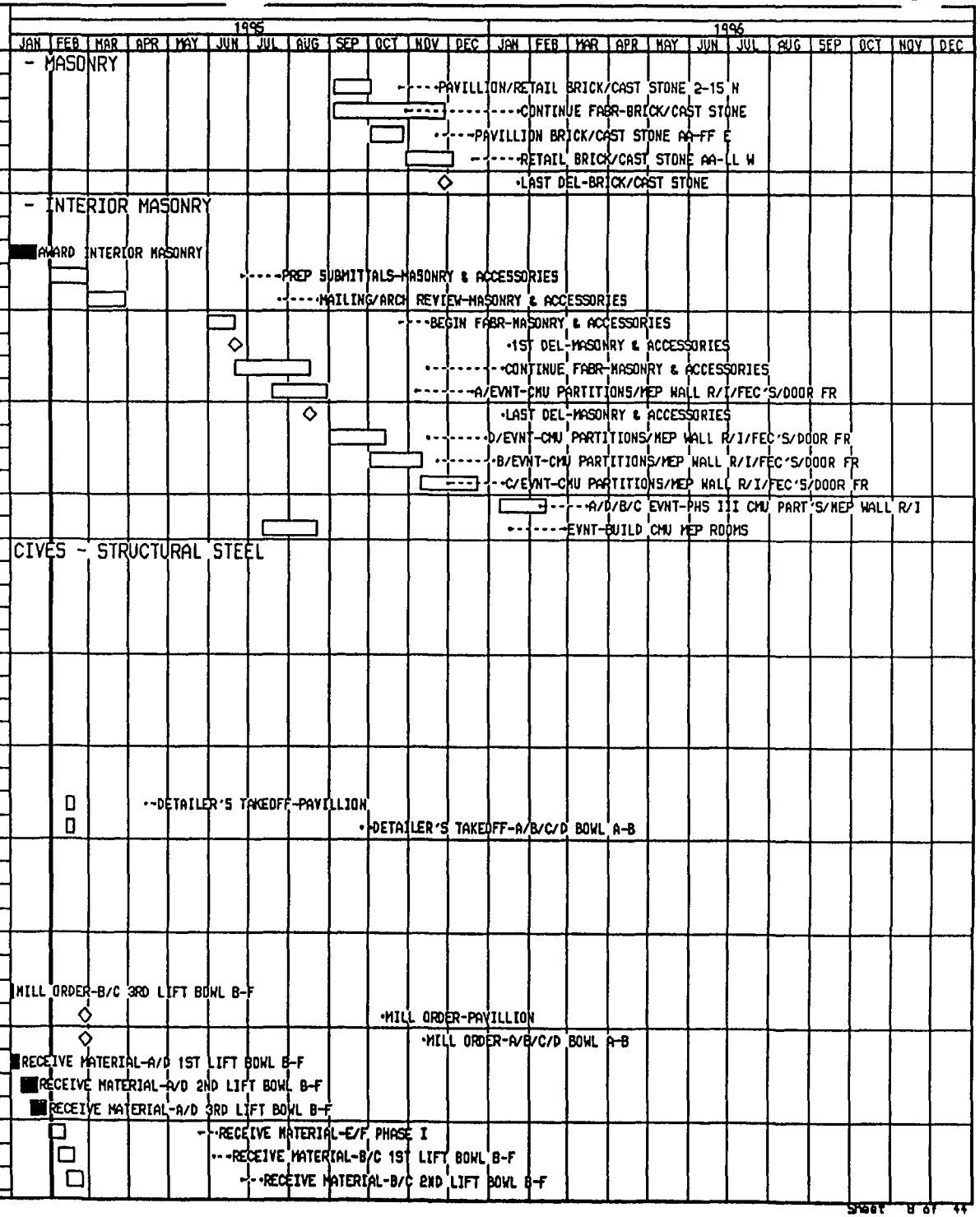
04A-04212	5SEP95	20OCT95	20	04A	04212	36
04A-C04212	5SEP95	28NOV95	61	04A	04212	39
04A-04214	30CT95	27OCT95	19	04A	04212	36
04A-04216	30OCT95	4DEC95	25	04A	04212	36
04A-L04212		28NOV95	0	04A	04212	39
04B-B04220	26OCT94A	2DEC94A	27	04B	04220	
04B-A04220	5DEC94A	20JAN95A	33	04B	04220	
04B-P04220	1FEB95	28FEB95	20	04B	04220	103
04B-R04220	1MAR95	29MAR95	21	04B	04220	103
04B-F04220	1JUN95	21JUN95	15	04B	04220	103
04B-D04220		21JUN95	0	04B	04220	146
04B-C04220	22JUN95	17AUG95	40	04B	04220	103
04B04220EA	20JUL95	30AUG95	30	04B	04220	77
04B-L04220		17AUG95	0	04B	04220	103
04B04220ED	1SEP95	13OCT95	30	04B	04220	53
04B04220EB	20CT95	10NOV95	30	04B	04220	38
04B04220EC	10NOV95	22DEC95	30	04B	04220	14
04B04220EZ	9JAN96	12FEB96	25	04B	04220	23
04B04225EA	12JUL95	22AUG95	30	04B	04225	133
05A-B05100	2SEP94A	3OCT94A	21	05A	05100	
05A-A05100	4OCT94A	16NOV94A	32	05A	05100	
05A-010	15NOV94A	14NOV94A	0	05A	05101	
05A-020	21NOV94A	25NOV94A	4	05A	05101	
05A-030	28NOV94A	2DEC94A	5	05A	05101	
05A-040	28NOV94A	2DEC94A	5	05A	05101	
05A-080	5DEC94A	9DEC94A	5	05A	05101	
05A-050	12DEC94A	16DEC94A	5	05A	05101	
05A-060	12DEC94A	16DEC94A	5	05A	05101	
05A-070	19DEC94A	23DEC94A	5	05A	05101	
05A-090	13FEB95	17FEB95	5	05A	05101	44
05A-100	13FEB95	17FEB95	5	05A	05101	158
05A-110	5DEC94A	2DEC94A	0	05A	05102	
05A-120	12DEC94A	9DEC94A	0	05A	05102	
05A-130	12DEC94A	9DEC94A	0	05A	05102	
05A-170	19DEC94A	16DEC94A	0	05A	05102	
05A-140	27DEC94A	23DEC94A	0	05A	05102	
05A-150	27DEC94A	23DEC94A	0	05A	05102	
05A-160	30DEC94A	3JAN95A	0	05A	05102	
05A-180	27FEB95	24FEB95	0	05A	05102	161
05A-190	27FEB95	24FEB95	0	05A	05102	182
05A-200	27DEC94A	6JAN95A	8	05A	05103	
05A-210	9JAN95A	20JAN95A	10	05A	05103	
05A-220	16JAN95A	27JAN95A	10	05A	05103	
05A-260	30JAN95A	10FEB95	10	05A	05103	81
05A-230	6FEB95	17FEB95	10	05A	05103	84
05A-240	13FEB95	24FEB95	10	05A	05103	94



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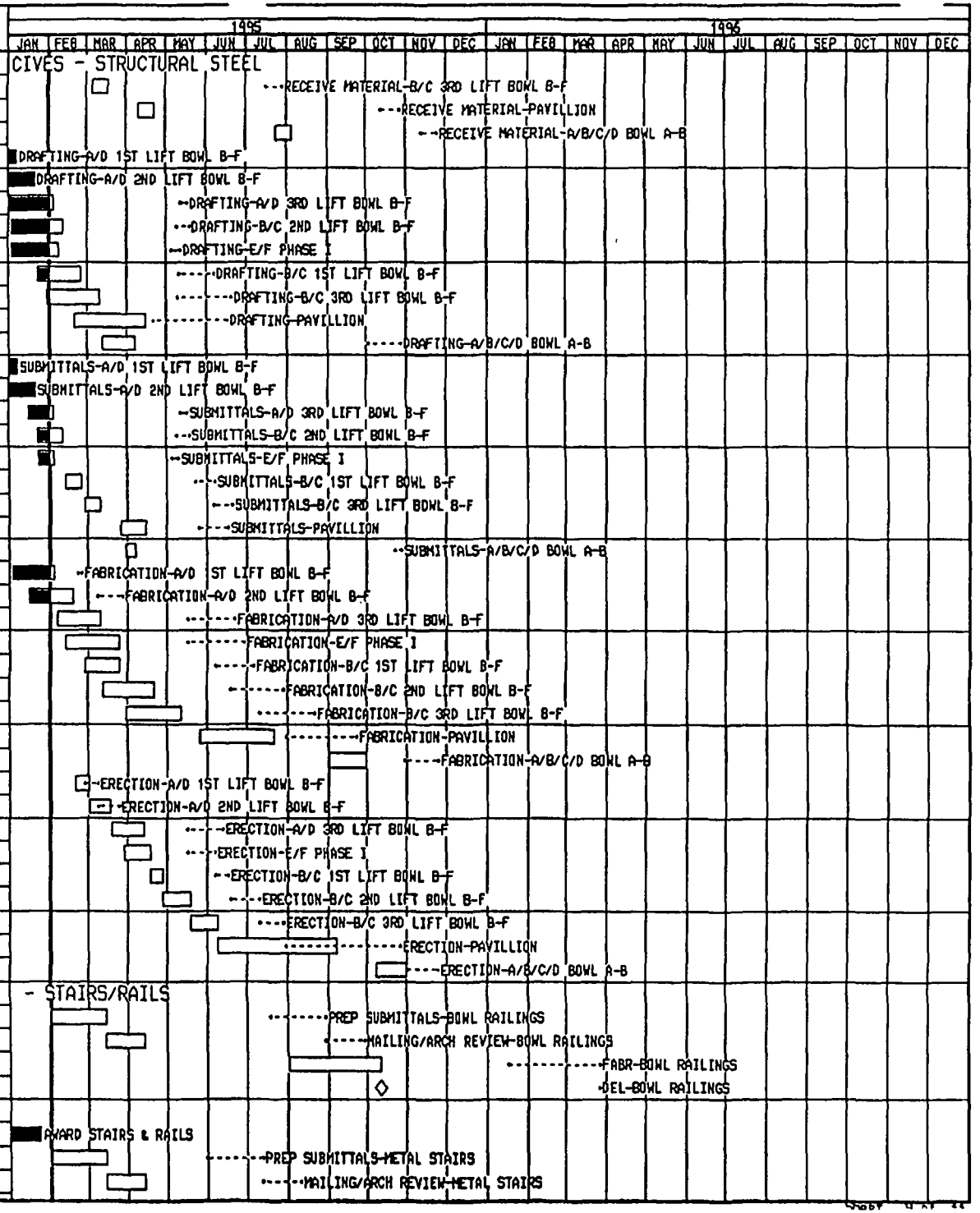
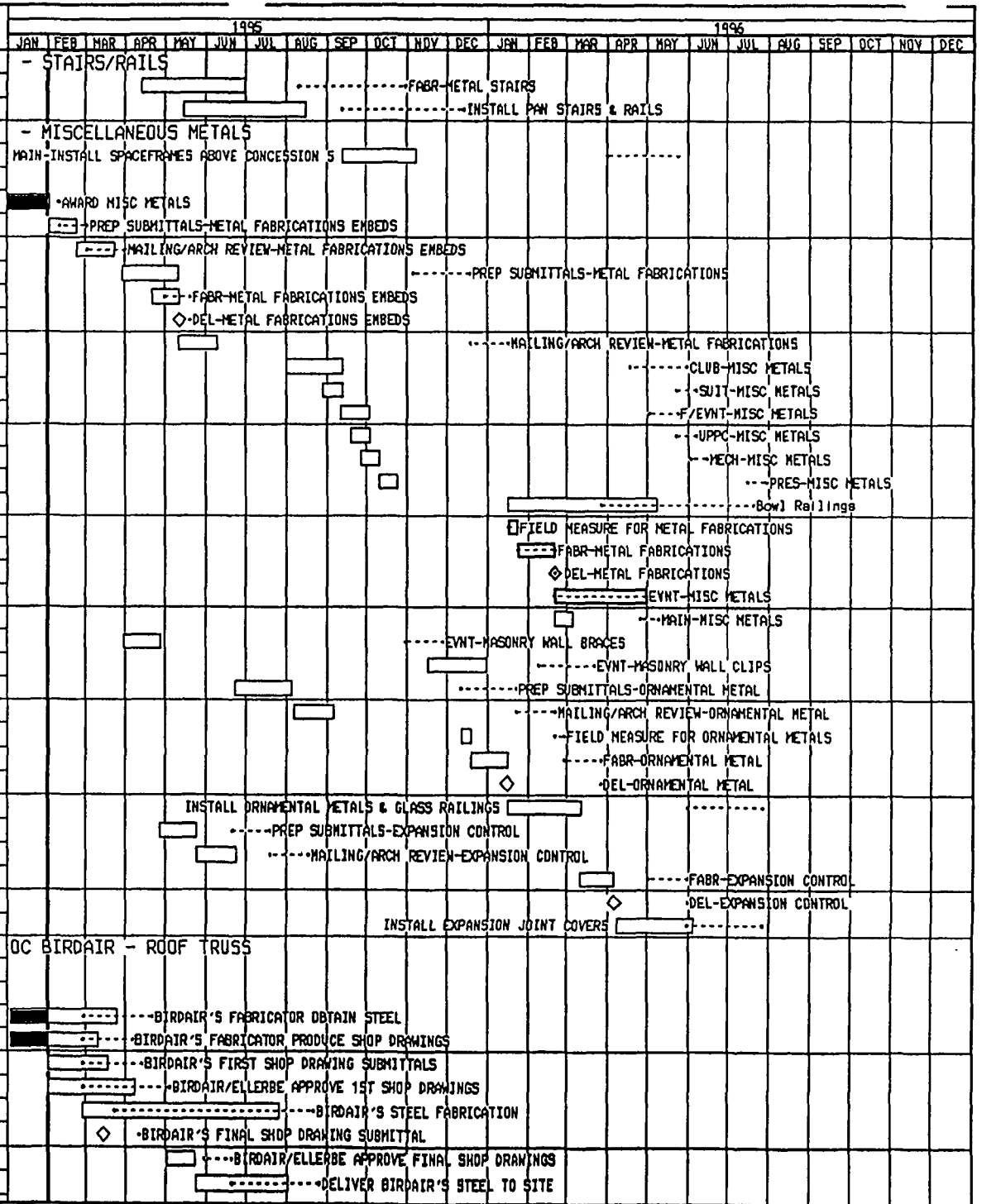
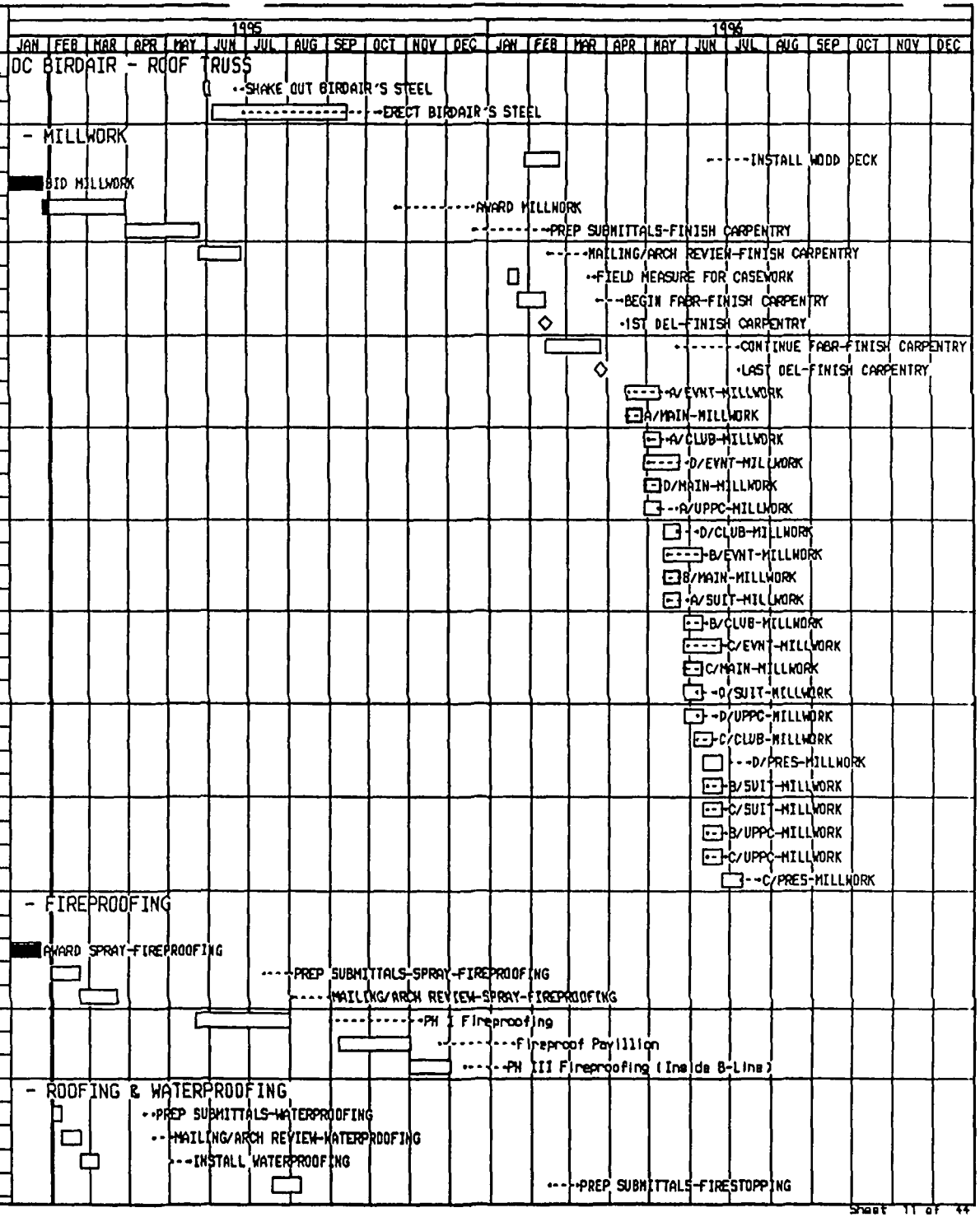
05A-250	6MAR95	17MAR95	10	05A	05103	93
05A-270	10APR95	21APR95	10	05A	05103	131
05A-280	24JUL95	4AUG95	10	05A	05103	79
05A-290	28NOV94A	6JAN95A	28	05A	05104	
05A-300	5DEC94A	20JAN95A	33	05A	05104	
05A-310	27DEC94A	3FEB95	28	05A	05104	72
05A-330	3JAN95A	10FEB95	29	05A	05104	69
05A-350	3JAN95A	7FEB95	24	05A	05104	67
05A-320	23JAN95A	24FEB95	25	05A	05104	71
05A-340	30JAN95A	10MAR95	30	05A	05104	70
05A-360	20FEB95	14APR95	40	05A	05104	44
05A-370	13MAR95	6APR95	19	05A	05104	143
05A-380	19DEC94A	6JAN95A	13	05A	05105	
05A-390	27DEC94A	20JAN95A	18	05A	05105	
05A-400	16JAN95A	3FEB95	15	05A	05105	72
05A-420	23JAN95A	10FEB95	15	05A	05105	69
05A-440	23JAN95A	3FEB95	10	05A	05105	67
05A-410	13FEB95	24FEB95	10	05A	05105	71
05A-430	27FEB95	10MAR95	10	05A	05105	70
05A-450	27MAR95	14APR95	15	05A	05105	44
05A-460	31MAR95	6APR95	5	05A	05105	143
05A-470	3JAN95A	3FEB95	24	05A	05106	15
05A-480	16JAN95A	17FEB95	25	05A	05106	26
05A-490	6FEB95	10MAR95	25	05A	05106	72
05A-530	13FEB95	24MAR95	30	05A	05106	67
05A-500	27FEB95	24MAR95	20	05A	05106	71
05A-510	13MAR95	20APR95	29	05A	05106	69
05A-520	31MAR95	11MAY95	30	05A	05106	70
05A-540	26MAY95	21JUL95	39	05A	05106	44
05A-550	15EP95	29SEP95	20	05A	05106	40
05A-560	20FEB95	1MAR95	8	05A	05107	5
05A-570	2MAR95	17MAR95	12	05A	05107	5
05A-580	20MAR95	12APR95	18	05A	05107	42
05A-620	29MAR95	17APR95	14	05A	05107	35
05A-590	18APR95	27APR95	8	05A	05107	35
05A-600	28APR95	18MAY95	15	05A	05107	35
05A-610	19MAY95	8JUN95	14	05A	05107	35
05A-630	9JUN95	7SEP95	63	05A	05107	35
05A-640	9OCT95	31OCT95	17	05A	05107	18
05B-P05505	1FEB95	14MAR95	30	05B	05505	118
05B-R05505	15MAR95	12APR95	21	05B	05505	118
05B-F05505	2AUG95	11OCT95	50	05B	05505	118
05B-D05505		11OCT95	0	05B	05505	118
05B-B05510	2SEP94A	3OCT94A	21	05B	05510	
05B-A05510	4OCT94A	23JAN95A	77	05B	05510	
05B-P05510	1FEB95	14MAR95	30	05B	05510	84
05B-R05510	15MAR95	12APR95	21	05B	05510	84



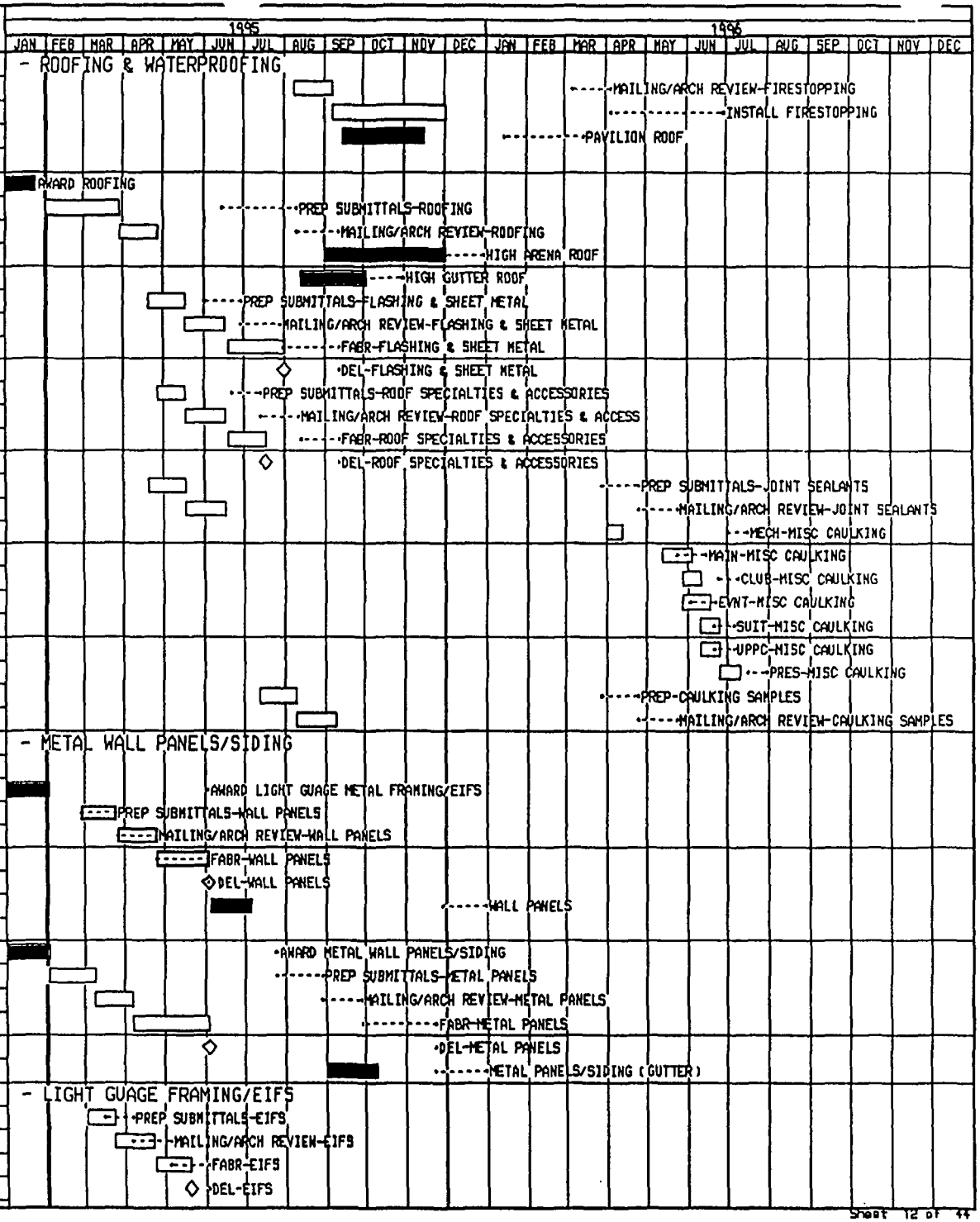
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
05B-F05510	13APR95	30JUN95	56	05B	05510	84
05B-05510	15MAY95	15AUG95	65	05B	05510	84
05C-05160	13SEP95	7NOV95	40	05C	05160	142
05C-B05500	26OCT94A	2DEC94A	27	05C	05500	
05C-A05500	5DEC94A	1FEB95	41	05C	05500	6
05C-P05500	2FEB95	22FEB95	15	05C	05500	6
05C-R05500	23FEB95	23MAR95	21	05C	05500	6
05C-P05501	30MAR95	10MAY95	30	05C	05500	154
05C-F05500	21APR95	11MAY95	15	05C	05500	6
05C-D05500		11MAY95	0	05C	05500	6
05C-R05501	11MAY95	9JUN95	21	05C	05500	154
05C05500CA	1AUG95	12SEP95	30	05C	05500	185
05C05500SA	29AUG95	12SEP95	10	05C	05500	190
05C05500F	12SEP95	2OCT95	15	05C	05500	167
05C05500UA	20SEP95	3OCT95	10	05C	05500	175
05C05500HA	27SEP95	10OCT95	10	05C	05500	176
05C05500PC	11OCT95	24OCT95	10	05C	05500	196
05B-05505	16JAN96	7MAY96	81	05C	05500	51
05C-M05501	17JAN96	23JAN96	5	05C	05500	0
05C-F05501	24JAN96	20FEB96	20	05C	05500	0
05C-D05501		20FEB96	0	05C	05500	0
05C05500EA	21FEB96	30APR96	50	05C	05500	0
05C05500MA	21FEB96	5MAR96	10	05C	05500	47
05C-05506	31MAR95	27APR95	20	05C	05506	149
05C-05507	17NOV95	30DEC95	30	05C	05506	59
05C-P05720	23JUN95	4AUG95	30	05C	05720	119
05C-R05720	7AUG95	5SEP95	21	05C	05720	119
05C-M05720	12DEC95	18DEC95	5	05C	05720	51
05C-F05720	19DEC95	15JAN96	20	05C	05720	51
05C-D05720		15JAN96	0	05C	05720	51
05C-05720	16JAN96	11MAR96	40	05C	05720	97
05C-P05810	27APR95	24MAY95	20	05C	05810	38
05C-R05810	25MAY95	23JUN95	21	05C	05810	38
05C-F05810	11MAR96	5APR96	20	05C	05810	38
05C-D05810		5APR96	0	05C	05810	38
05C-05810	8APR96	3JUN96	40	05C	05810	38
05D-B05150	26OCT94A	2DEC94A	27	05D	05150	
05D-A05150	5DEC94A	23DEC94A	15	05D	05150	
05D-0005	3JAN95A	24MAR95	59	05D	05150	19
05D-0006	3JAN95A	10MAR95	49	05D	05150	18
05D-0007	1FEB95	17MAR95	33	05D	05150	18
05D-0008	1FEB95	7APR95	48	05D	05150	18
05D-0009	27FEB95	26JUL95	106	05D	05150	18
05D-0010	15MAR95	14MAR95	0	05D	05150	19
05D-0011	2MAY95	22MAY95	15	05D	05150	19
05D-0012	24MAY95	1AUG95	48	05D	05150	18



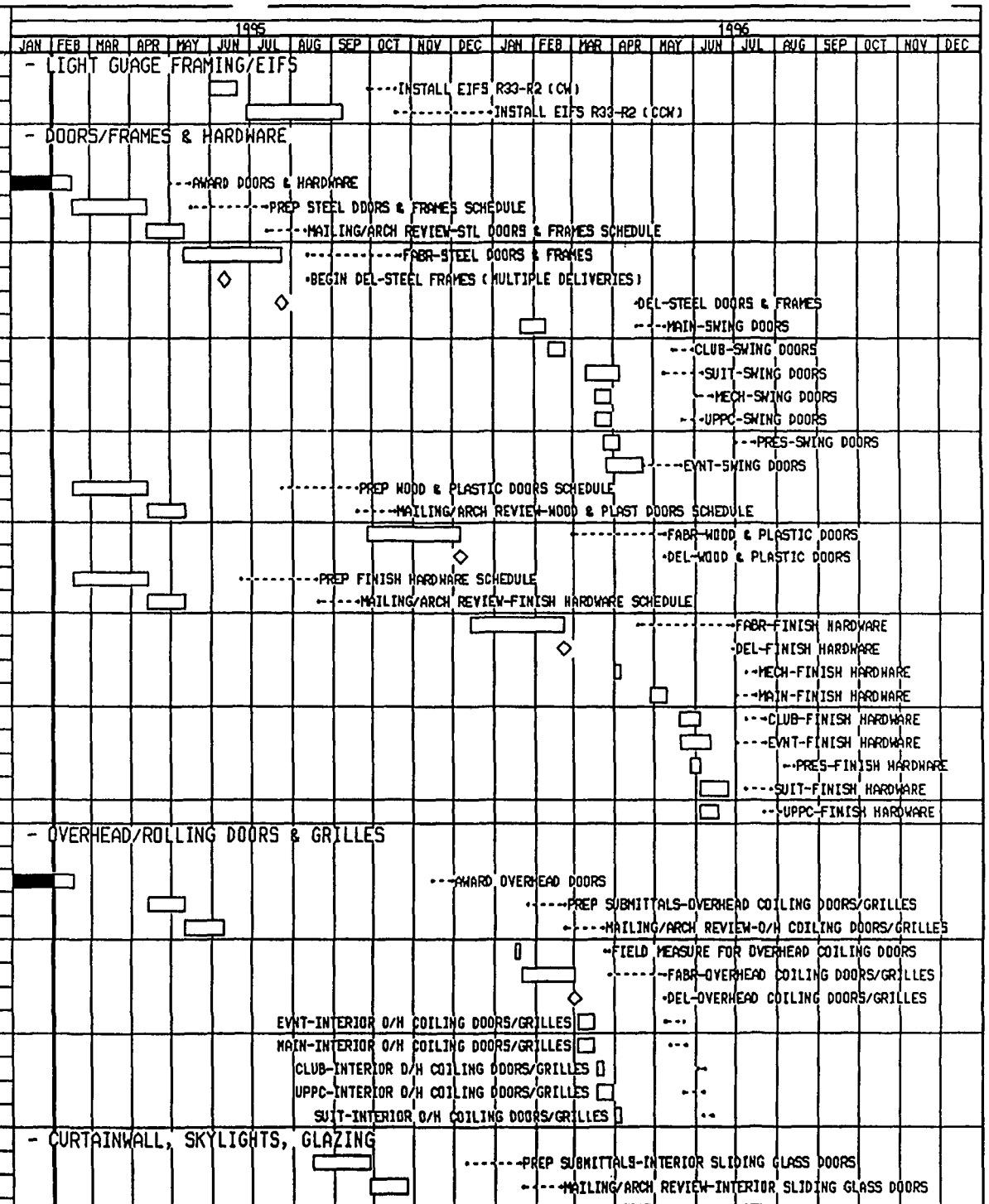
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
05D-0013	30MAY95	2JUN95	4	05D	05150	18
05D-0014	5JUN95	155EP95	73	05D	05150	18
06A-0610D	29JAN96	23FEB96	20	06A	06100	99
06A-B06400	22DEC94A	26JAN95A	18	06A	06400	
06A-A06400	27JAN95A	30MAR95	51	06A	06400	186
06A-P06400	31MAR95	25MAY95	40	06A	06400	186
06A-R06400	26MAY95	26JUN95	21	06A	06400	186
06A-M06400	17JAN96	23JAN96	5	06A	06400	43
06A-F06400	24JAN96	13FEB96	15	06A	06400	43
06A-D06400		13FEB96	0	06A	06400	43
06A-C06400	14FEB96	26MAR96	30	06A	06400	72
06A-L06400		26MAR96	0	06A	06400	72
06A06400EA	15APR96	10MAY96	20	06A	06400	3
06A06400MA	15APR96	26APR96	10	06A	06400	0
06A06400CA	29APR96	10MAY96	10	06A	06400	3
06A06400ED	29APR96	24MAY96	20	06A	06400	3
06A06400MD	29APR96	10MAY96	10	06A	06400	0
06A06400UA	29APR96	10MAY96	10	06A	06400	8
06A06400CD	13MAY96	24MAY96	10	06A	06400	8
06A06400EB	13MAY96	10JUN96	20	06A	06400	3
06A06400MB	13MAY96	24MAY96	10	06A	06400	0
06A06400SA	13MAY96	24MAY96	10	06A	06400	3
06A06400CB	28MAY96	10JUN96	10	06A	06400	3
06A06400EC	28MAY96	24JUN96	20	06A	06400	3
06A06400MC	28MAY96	10JUN96	10	06A	06400	0
06A06400SD	28MAY96	10JUN96	10	06A	06400	8
06A06400UD	28MAY96	10JUN96	10	06A	06400	8
06A06400CC	4JUN96	17JUN96	10	06A	06400	3
06A06400PD	11JUN96	24JUN96	10	06A	06400	14
06A06400SB	11JUN96	24JUN96	10	06A	06400	3
06A06400SC	11JUN96	24JUN96	10	06A	06400	3
06A06400UB	11JUN96	24JUN96	10	06A	06400	3
06A06400UC	11JUN96	24JUN96	10	06A	06400	3
06A06400PC	25JUN96	9JUL96	10	06A	06400	9
07A-B07256	2SEP94A	3DCT94A	21	07A	07256	
07A-A07256	4OCT94A	23JAN95A	77	07A	07256	
07A-P07256	1FEB95	21FEB95	15	07A	07256	114
07A-R07256	22FEB95	22MAR95	21	07A	07256	114
2250	22MAY95	31JUL95	49	07A	07256	72
2530	8SEP95	1NOV95	39	07A	07256	55
2380	1NOV95	1DEC95	22	07A	07256	29
07C-P07116	1FEB95	7FEB95	5	07C	07116	50
07C-R07116	8FEB95	21FEB95	10	07C	07116	50
07C-07116	22FEB95	7MAR95	10	07C	07116	50
07C-P07270	19JUL95	8AUG95	15	07C	07270	149



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
07C-R07270	9AUG95	7SEP95	21	07C	07270	149
07C-07270	8SEP95	1DEC95	60	07C	07270	149
07C-07531	15SEP95	15NOV95	44	07C	07531	85
07C-B07532	25SEP94A	30OCT94A	21	07C	07532	
07C-A07532	40CT94A	23JAN95A	77	07C	07532	
07C-P07532	1FEB95	28MAR95	40	07C	07532	95
07C-R07532	29MAR95	26APR95	21	07C	07532	95
07C-07532	15EP95	1DEC95	64	07C	07532	20
07C-07534	14AUG95	2OCT95	35	07C	07534	20
07C-P07600	20APR95	17MAY95	20	07C	07600	29
07C-R07600	18MAY95	16JUN95	21	07C	07600	29
07C-F07600	19JUN95	31JUL95	30	07C	07600	29
07C-D07600		31JUL95	0	07C	07600	29
07C-P07720	27APR95	17MAY95	15	07C	07720	39
07C-R07720	18MAY95	16JUN95	21	07C	07720	39
07C-F07720	19JUN95	17JUL95	20	07C	07720	39
07C-D07720		17JUL95	0	07C	07720	39
07C-P07900	20APR95	17MAY95	20	07C	07900	241
07C-R07900	18MAY95	16JUN95	21	07C	07900	241
07C07900HA	1APR96	12APR96	10	07C	07900	64
07C07900MA	13MAY96	3JUN96	15	07C	07900	9
07C07900CA	28MAY96	10JUN96	10	07C	07900	19
07C07900EA	28MAY96	17JUN96	15	07C	07900	4
07C07900SA	11JUN96	24JUN96	10	07C	07900	8
07C07900UA	11JUN96	24JUN96	10	07C	07900	8
07C07900PC	25JUN96	9JUL96	10	07C	07900	14
07C-P07901	13JUL95	9AUG95	20	07C	07901	183
07C-R07901	10AUG95	8SEP95	21	07C	07901	183
07D-B07240	25EP94A	30CT94A	21	07D	07240	
07D-A07240	40CT94A	1FEB95	83	07D	07240	86
07D-P07410	27FEB95	24MAR95	20	07D	07410	0
07D-R07410	27MAR95	24APR95	21	07D	07410	0
07D-F07410	25APR95	2JUN95	28	07D	07410	0
07D-D07410		2JUN95	0	07D	07410	0
07D-07410	5JUN95	5JUL95	22	07D	07410	125
07D-B07421	2SEP94A	30CT94A	21	07D	07421	
07D-A07421	40CT94A	1FEB95	83	07D	07421	121
07D-P07421	2FEB95	8MAR95	25	07D	07421	121
07D-R07421	9MAR95	6APR95	21	07D	07421	121
07D-F07421	7APR95	2JUN95	40	07D	07421	121
07D-D07421		2JUN95	0	07D	07421	121
07D-07421	1SEP95	9OCT95	26	07D	07421	58
07E-P07240	3MAR95	23MAR95	15	07E	07240	9
07E-R07240	24MAR95	21APR95	21	07E	07240	9
07E-F07240	24APR95	19MAY95	20	07E	07240	9
07E-D07240		19MAY95	0	07E	07240	9



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
07E-07240	1JUN95	21JUN95	15	07E	07240	84
07E-07242	29JUN95	8SEP95	50	07E	07240	79
08A-B08110	26OCT94A	2DEC94A	27	08A	08110	
08A-A08110	5DEC94A	15FEB95	42	08A	08110	64
08A-P08110	16FEB95	12APR95	40	08A	08110	64
08A-R08110	13APR95	11MAY95	21	08A	08110	64
08A-F08110	12MAY95	24JUL95	50	08A	08110	64
08A-D08111	12JUN95	9JUN95	0	08A	08110	44
08A-D08110		24JUL95	0	08A	08110	191
08A08110MA	22JAN96	9FEB96	15	08A	08110	64
08A08110CA	12FEB96	23FEB96	10	08A	08110	68
08A08110SA	11MAR96	5APR96	20	08A	08110	43
08A08110HA	18MAR96	29MAR96	10	08A	08110	54
08A08110UA	18MAR96	29MAR96	10	08A	08110	48
08A08110PC	25MAR96	5APR96	10	08A	08110	69
08A08110EA	26MAR96	22APR96	20	08A	08110	21
08A-P08211	16FEB95	12APR95	40	08A	08211	110
08A-R08211	13APR95	11MAY95	21	08A	08211	110
08A-F08211	27SEP95	6DEC95	50	08A	08211	110
08A-D08211		6DEC95	0	08A	08211	110
08A-P08710	16FEB95	12APR95	40	08A	08710	90
08A-R08710	13APR95	11MAY95	21	08A	08710	90
08A-F08710	15DEC95	22FEB96	50	08A	08710	90
08A-D08710		22FEB96	0	08A	08710	90
08A08710HA	1APR96	5APR96	5	08A	08710	69
08A08710MA	29APR96	10MAY96	10	08A	08710	44
08A08710CA	20MAY96	3JUN96	10	08A	08710	34
08A08710EA	21MAY96	11JUN96	15	08A	08710	28
08A08710PC	28MAY96	3JUN96	5	08A	08710	49
08A08710SA	4JUN96	24JUN96	15	08A	08710	23
08A08710UA	4JUN96	17JUN96	10	08A	08710	33
08B-B08332	26OCT94A	2DEC94A	27	08B	08332	
08B-A08332	5DEC94A	15FEB95	42	08B	08332	202
08B-P08332	13APR95	10MAY95	20	08B	08332	202
08B-R08332	11MAY95	9JUN95	21	08B	08332	202
08B-M08332	17JAN96	19JAN96	3	08B	08332	48
08B-F08332	22JAN96	1MAR96	30	08B	08332	48
08B-D08332		1MAR96	0	08B	08332	48
08B08332EA	4MAR96	15MAR96	10	08B	08332	48
08B08332MA	4MAR96	15MAR96	10	08B	08332	50
08B08332CA	18MAR96	22MAR96	5	08B	08332	54
08B08332UA	18MAR96	29MAR96	10	08B	08332	48
08B08332SA	1APR96	5APR96	5	08B	08332	48
08C-P08313	16AUG95	27SEP95	30	08C	08313	81
08C-R08313	28SEP95	26OCT95	21	08C	08313	81



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
08C-M08313	3JAN96	4JAN96	2	08C	08313	34
08C-F08313	5JAN96	14MAR96	50	08C	08313	34
08C-D08313		14MAR96	0	08C	08313	34
08C-08313	15MAR96	25APR96	30	08C	08313	34
08C-P08410	6MAR95	14APR95	30	08C	08410	112
08C-R08410	17APR95	15MAY95	21	08C	08410	112
08C-F08410	9AUG95	18OCT95	50	08C	08410	53
08C-M08410	30OCT95	40CT95	2	08C	08410	53
08C-D08410		18OCT95	0	08C	08410	53
08C-08410	13NOV95	26DEC95	30	08C	08410	36
08C-P08520	1MAR95	25APR95	40	08C	08520	106
08C-R08520	26APR95	24MAY95	21	08C	08520	106
08C-M08520	15EP95	55EP95	2	08C	08520	37
08C-F08520	6SEP95	9NOV95	47	08C	08520	37
08C-D08520		9NOV95	0	08C	08520	37
08C-08520	13NOV95	26DEC95	30	08C	08520	36
08C-P08801	22MAY95	12JUN95	15	08C	08801	22
08C-R08801	13JUN95	12JUL95	21	08C	08801	22
08C-F08801	24APR96	21MAY96	20	08C	08801	22
08C-D08801		21MAY96	0	08C	08801	22
08C-08801	11JUN96	9JUL96	20	08C	08801	9
08C-P08901	27FEB95	10MAR95	10	08C	08901	39
08C-R08901	13MAR95	27MAR95	11	08C	08901	39
08C-F08901	28MAR95	3APR95	5	08C	08901	39
08C-D08901		3APR95	0	08C	08901	39
08C-B08920	2SEP94A	3OCT94A	21	08C	08920	
08C-A08920	4OCT94A	24FEB95	83	08C	08920	0
08C-P08920	27FEB95	14APR95	35	08C	08920	71
08C-R08920	17APR95	15MAY95	21	08C	08920	71
08C-F08920	16MAY95	26JUL95	50	08C	08920	71
08C-D08920		26JUL95	0	08C	08920	71
08C-P08925	27FEB95	14APR95	35	08C	08925	1
08C-R08925	17APR95	15MAY95	21	08C	08925	1
08C-F08925	22JUN95	31AUG95	50	08C	08925	1
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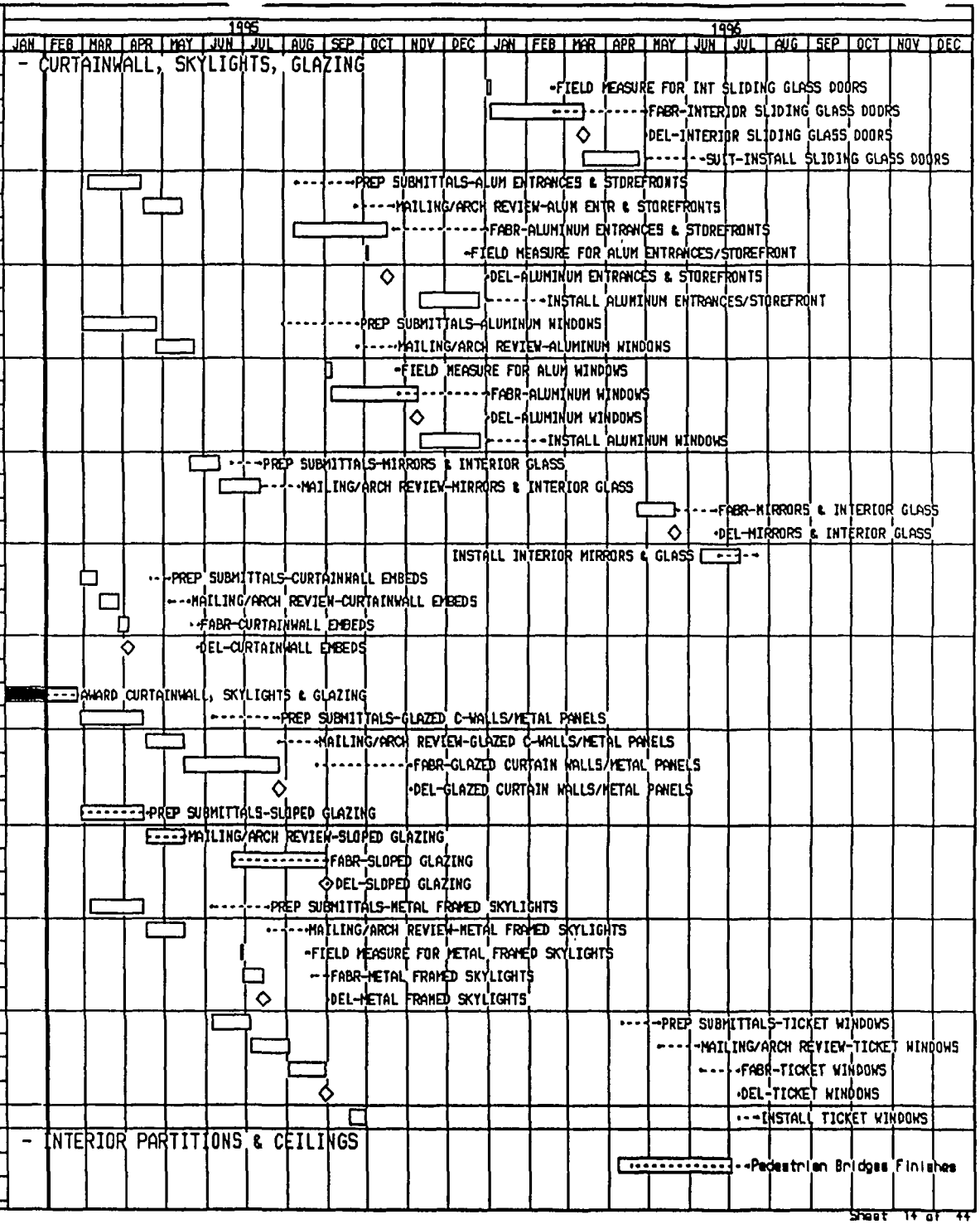
08C-P08955	6MAR95	14APR95	30	08C	08955	65
08C-R08955	17APR95	15MAY95	21	08C	08955	65
08C-M08955	28JUN95	29JUN95	2	08C	08955	35
08C-F08955	30JUN95	14JUL95	10	08C	08955	35
08C-D08955		14JUL95	0	08C	08955	35
08C-P11026	6JUN95	3JUL95	20	08C	11026	219
08C-R11026	5JUL95	28AUG95	21	08C	11026	219
08C-F11026	3AUG95	30AUG95	20	08C	11026	219
08C-D11026		30AUG95	0	08C	11026	219
08C-11026	18SEP95	29SEP95	10	08C	11026	208
8110	8APR96	2JUL96	61	09A	09070	8
09A-B09260	26OCT94A	2DEC94A	27	09A	09260	



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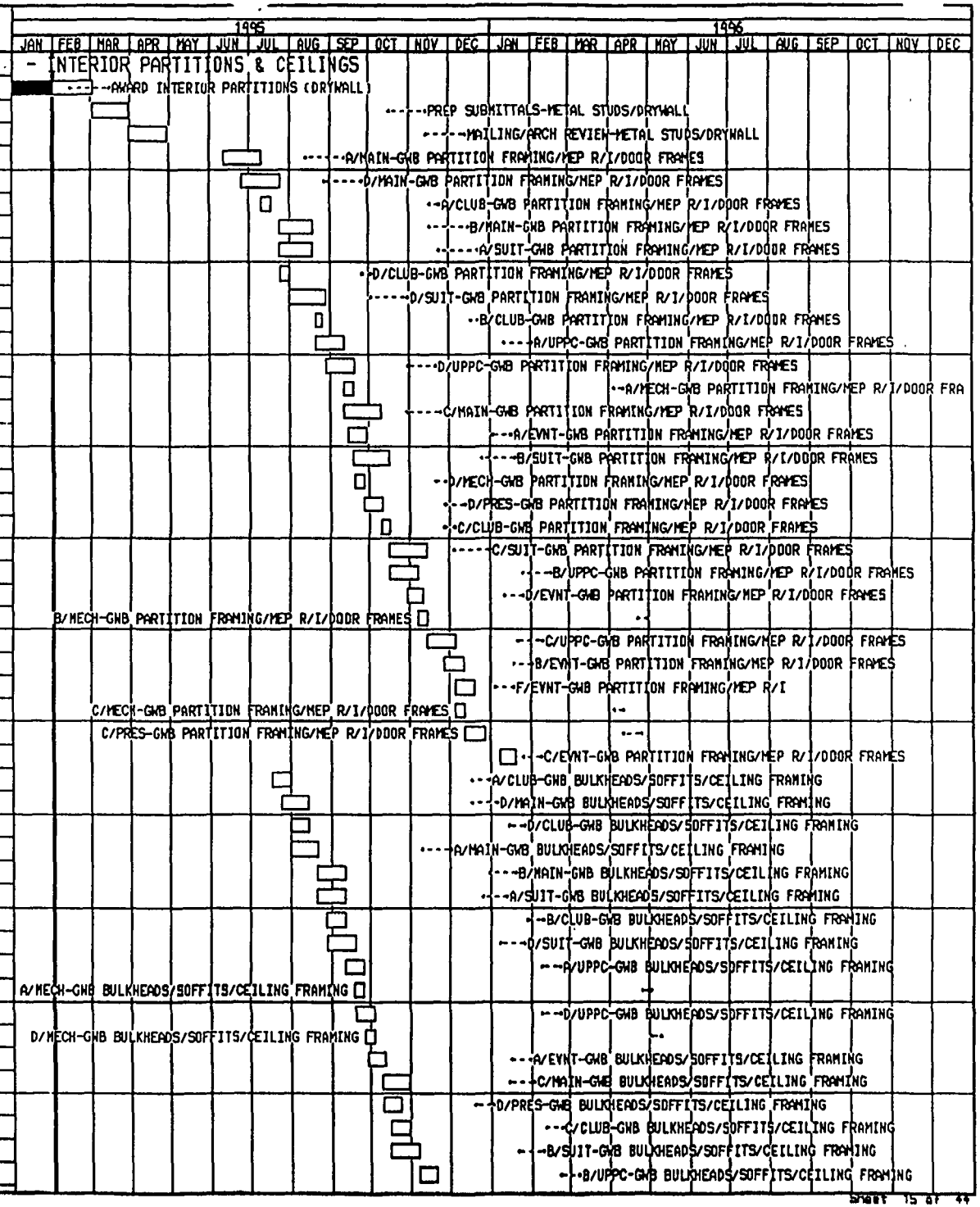
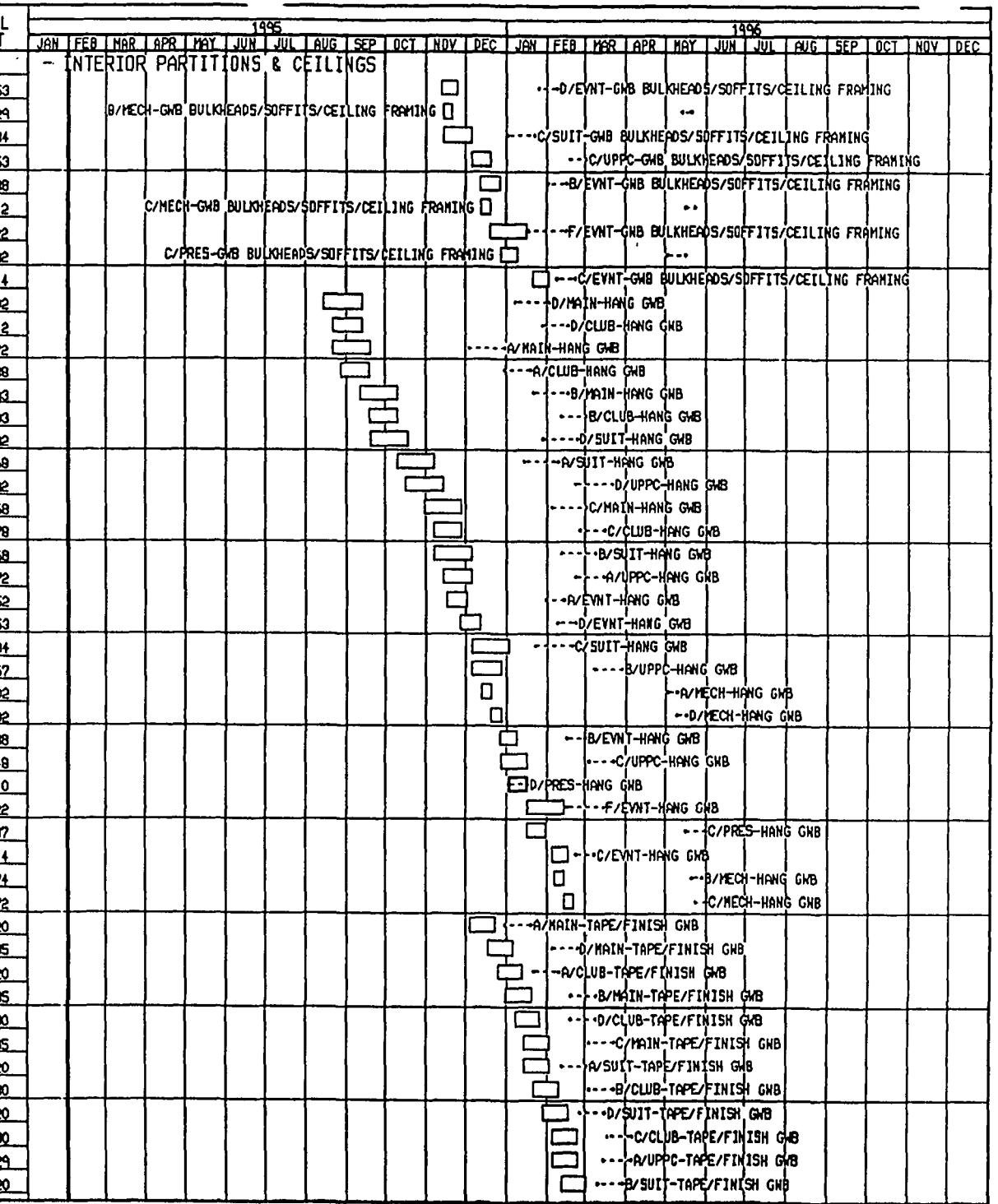
09A-P09260	3MAR95	30MAR95	20	09A	09260	159
09A-R09260	31MAR95	28APR95	21	09A	09260	159
09A09261MA	12JUN95	10JUL95	20	09A	09261	44
09A09261MD	26JUN95	24JUL95	20	09A	09261	44
09A09261CA	11JUL95	17JUL95	5	09A	09261	92
09A09261MB	24JUL95	18AUG95	20	09A	09261	83
09A09261SA	24JUL95	18AUG95	20	09A	09261	88
09A09261CD	25JUL95	31JUL95	5	09A	09261	44
09A09261SD	1AUG95	28AUG95	20	09A	09261	44
09A09261CB	21AUG95	25AUG95	5	09A	09261	83
09A09261UA	21AUG95	11SEP95	15	09A	09261	102
09A09261UD	29AUG95	19SEP95	15	09A	09261	44
09A09261HA	12SEP95	18SEP95	5	09A	09261	147
09A09261MC	12SEP95	9OCT95	20	09A	09261	34
09A09261EA	15SEP95	28SEP95	10	09A	09261	77
09A09261SB	19SEP95	16OCT95	20	09A	09261	68
09A09261HD	20SEP95	26SEP95	5	09A	09261	44
09A09261PD	27SEP95	10OCT95	10	09A	09261	44
09A09261CC	10OCT95	16OCT95	5	09A	09261	34
09A09261SC	17OCT95	13NOV95	20	09A	09261	34
09A09261UB	17OCT95	6NOV95	15	09A	09261	72
09A09261ED	30OCT95	10NOV95	10	09A	09261	53
09A09261HB	7NOV95	13NOV95	5	09A	09261	119
09A09261UC	14NOV95	5DEC95	15	09A	09261	48
09A09261EB	27NOV95	11DEC95	10	09A	09261	38
09A09261F	6DEC95	19DEC95	10	09A	09261	22
09A09261HC	6DEC95	12DEC95	5	09A	09261	87
09A09261PC	13DEC95	27DEC95	10	09A	09261	87
09A09261EC	8JAN96	19JAN96	10	09A	09261	14
09A09262CA	18JUL95	31JUL95	10	09A	09262	107
09A09262MD	25JUL95	14AUG95	15	09A	09262	102
09A09262CD	1AUG95	14AUG95	10	09A	09262	117
09A09262MA	1AUG95	21AUG95	15	09A	09262	72
09A09262MB	21AUG95	11SEP95	15	09A	09262	93
09A09262SA	21AUG95	11SEP95	15	09A	09262	88
09A09262CB	28AUG95	11SEP95	10	09A	09262	108
09A09262SD	29AUG95	19SEP95	15	09A	09262	92
09A09262UA	12SEP95	25SEP95	10	09A	09262	107
09A09262HA	19SEP95	25SEP95	5	09A	09262	157
09A09262UD	20SEP95	3OCT95	10	09A	09262	101
09A09262HD	27SEP95	3OCT95	5	09A	09262	156
09A09262EA	29SEP95	12OCT95	10	09A	09262	77
09A09262MC	10OCT95	30OCT95	15	09A	09262	68
09A09262PD	11OCT95	24OCT95	10	09A	09262	49
09A09262CC	17OCT95	30OCT95	10	09A	09262	83
09A09262SB	17OCT95	6NOV95	15	09A	09262	68
09A09262UB	7NOV95	20NOV95	10	09A	09262	77



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09A09262ED	13NOV95	21NOV95	10	09A	09262	53
09A09262HB	14NOV95	20NOV95	5	09A	09262	129
09A09262SC	14NOV95	5DEC95	15	09A	09262	34
09A09262UC	6DEC95	19DEC95	10	09A	09262	53
09A09262EB	12DEC95	26DEC95	10	09A	09262	38
09A09262HC	13DEC95	19DEC95	5	09A	09262	112
09A09262F	20DEC95	16JAN96	20	09A	09262	22
09A09262PC	28DEC95	9JAN96	10	09A	09262	92
09A09262EC	22JAN96	2FEB96	10	09A	09262	14
09A09264MD	15AUG95	12SEP95	20	09A	09264	102
09A09264CD	22AUG95	12SEP95	15	09A	09264	112
09A09264MA	22AUG95	19SEP95	20	09A	09264	72
09A09264CA	29AUG95	18SEP95	15	09A	09264	88
09A09264MB	12SEP95	9OCT95	20	09A	09264	93
09A09264CB	19SEP95	9OCT95	15	09A	09264	103
09A09264SD	20SEP95	17OCT95	20	09A	09264	92
09A09264SA	10OCT95	6NOV95	20	09A	09264	68
09A09264UD	17OCT95	13NOV95	20	09A	09264	92
09A09264MC	31OCT95	27NOV95	20	09A	09264	68
09A09264CC	7NOV95	27NOV95	15	09A	09264	78
09A09264SB	7NOV95	5DEC95	20	09A	09264	68
09A09264UA	14NOV95	5DEC95	15	09A	09264	72
09A09264EA	17NOV95	1DEC95	10	09A	09264	52
09A09264ED	27NOV95	11DEC95	10	09A	09264	53
09A09264SC	6DEC95	2JAN96	20	09A	09264	34
09A09264UB	6DEC95	27DEC95	15	09A	09264	67
09A09264HA	13DEC95	19DEC95	5	09A	09264	102
09A09264HD	20DEC95	27DEC95	5	09A	09264	102
09A09264EB	27DEC95	8JAN96	10	09A	09264	38
09A09264UC	28DEC95	16JAN96	15	09A	09264	48
09A09264PD	3JAN96	16JAN96	10	09A	09264	0
09A09264F	17JAN96	13FEB96	20	09A	09264	22
09A09264PC	17JAN96	30JAN96	10	09A	09264	87
09A09264EC	5FEB96	16FEB96	10	09A	09264	14
09A09264HB	7FEB96	13FEB96	5	09A	09264	74
09A09264HC	14FEB96	20FEB96	5	09A	09264	72
09A09266MA	4DEC95	22DEC95	15	09A	09266	20
09A09266MD	18DEC95	5JAN96	15	09A	09266	35
09A09265CA	26DEC95	12JAN96	15	09A	09266	20
09A09266MB	31DEC95	19JAN96	15	09A	09266	35
09A09266CD	8JAN96	26JAN96	15	09A	09266	30
09A09266MC	15JAN96	2FEB96	15	09A	09266	35
09A09266SA	15JAN96	2FEB96	15	09A	09266	20
09A09266CB	22JAN96	9FEB96	15	09A	09266	30
09A09266SD	29JAN96	16FEB96	15	09A	09266	20
09A09266CC	5FEB96	23FEB96	15	09A	09266	30
09A09266UA	5FEB96	23FEB96	15	09A	09266	29
09A09266SB	12FEB96	1MAR96	15	09A	09266	20



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
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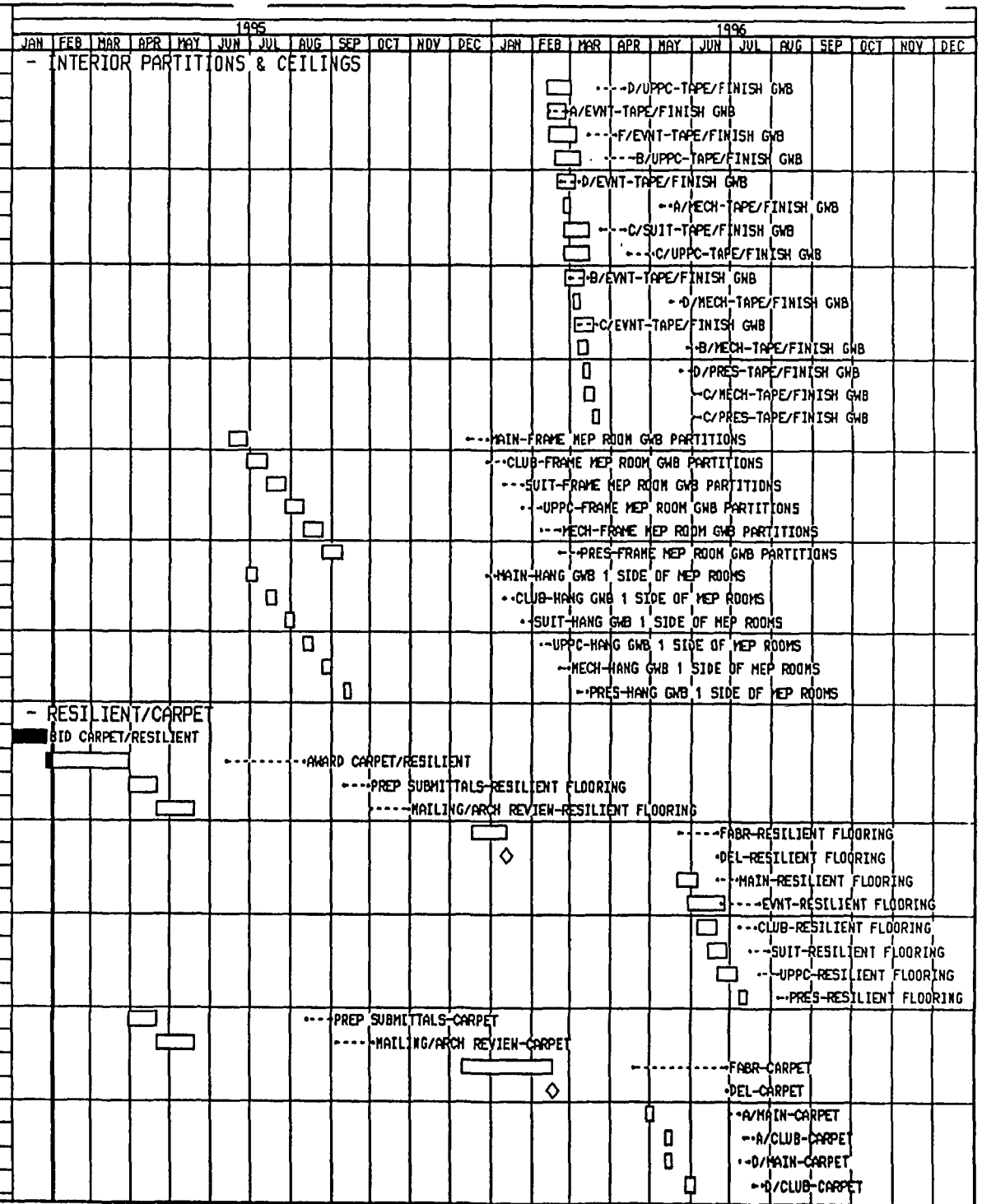
09A09266EA	13FEB96	26FEB96	10	09A	09266	1
09A09266F	14FEB96	5MAR96	15	09A	09266	22
09A09266UB	19FEB96	8MAR96	15	09A	09266	29
09A09266ED	20FEB96	4MAR96	10	09A	09266	3
09A09266HA	26FEB96	1MAR96	5	09A	09266	54
09A09266SC	26FEB96	15MAR96	15	09A	09266	20
09A09266UC	26FEB96	15MAR96	15	09A	09266	35
09A09266EB	27FEB96	11MAR96	10	09A	09266	3
09A09266HD	4MAR96	8MAR96	5	09A	09266	54
09A09266EC	5MAR96	18MAR96	10	09A	09266	3
09A09266HB	7MAR96	13MAR96	5	09A	09266	58
09A09266PD	11MAR96	15MAR96	5	09A	09266	54
09A09266HC	12MAR96	18MAR96	5	09A	09266	58
09A09266PC	18MAR96	22MAR96	5	09A	09266	54
09A09267MA	15JUN95	28JUN95	10	09A	09267	127
09A09267CA	29JUN95	13JUL95	10	09A	09267	127
09A09267SA	14JUL95	27JUL95	10	09A	09267	127
09A09267UA	28JUL95	10AUG95	10	09A	09267	127
09A09267HA	11AUG95	24AUG95	10	09A	09267	127
09A09267PC	25AUG95	85EP95	10	09A	09267	127
09A09268MA	29JUN95	6JUL95	5	09A	09268	127
09A09268CA	14JUL95	20JUL95	5	09A	09268	127
09A09268SA	28JUL95	3AUG95	5	09A	09268	127
09A09268UA	11AUG95	17AUG95	5	09A	09268	127
09A09268HA	25AUG95	31AUG95	5	09A	09268	127
09A09268PC	11SEP95	155EP95	5	09A	09268	127
09C-B09650	22DEC94A	26JAN95A	16	09C	09650	
09C-A09650	27JAN95A	30MAR95	51	09C	09650	94
09C-P09650	31MAR95	20APR95	15	09C	09650	113
09C-R09650	21APR95	19MAY95	21	09C	09650	113
09C-F09650	18DEC95	12JAN96	20	09C	09650	113
09C-D09650		12JAN96	0	09C	09650	113
09C09650MA	22MAY96	5JUN96	10	09C	09650	21
09C09650EA	30MAY96	26JUN96	20	09C	09650	17
09C09650CA	6JUN96	19JUN96	10	09C	09650	21
09C09650SA	14JUN96	27JUN96	10	09C	09650	21
09C09650UA	21JUN96	5JUL96	10	09C	09650	21
09C09650PC	8JUL96	12JUL96	5	09C	09650	21
09C-P09680	31MAR95	20APR95	15	09C	09680	94
09C-R09680	21APR95	19MAY95	21	09C	09680	94
09C-F09680	11DEC95	16FEB96	50	09C	09680	94
09C-D09680		16FEB96	0	09C	09680	94
09F09680MA	29APR96	3MAY96	5	09C	09680	44
09F09680CA	13MAY96	17MAY96	5	09C	09680	42
09F09680MD	13MAY96	17MAY96	5	09C	09680	39
09F09680CD	28MAY96	3JUN96	5	09C	09680	37



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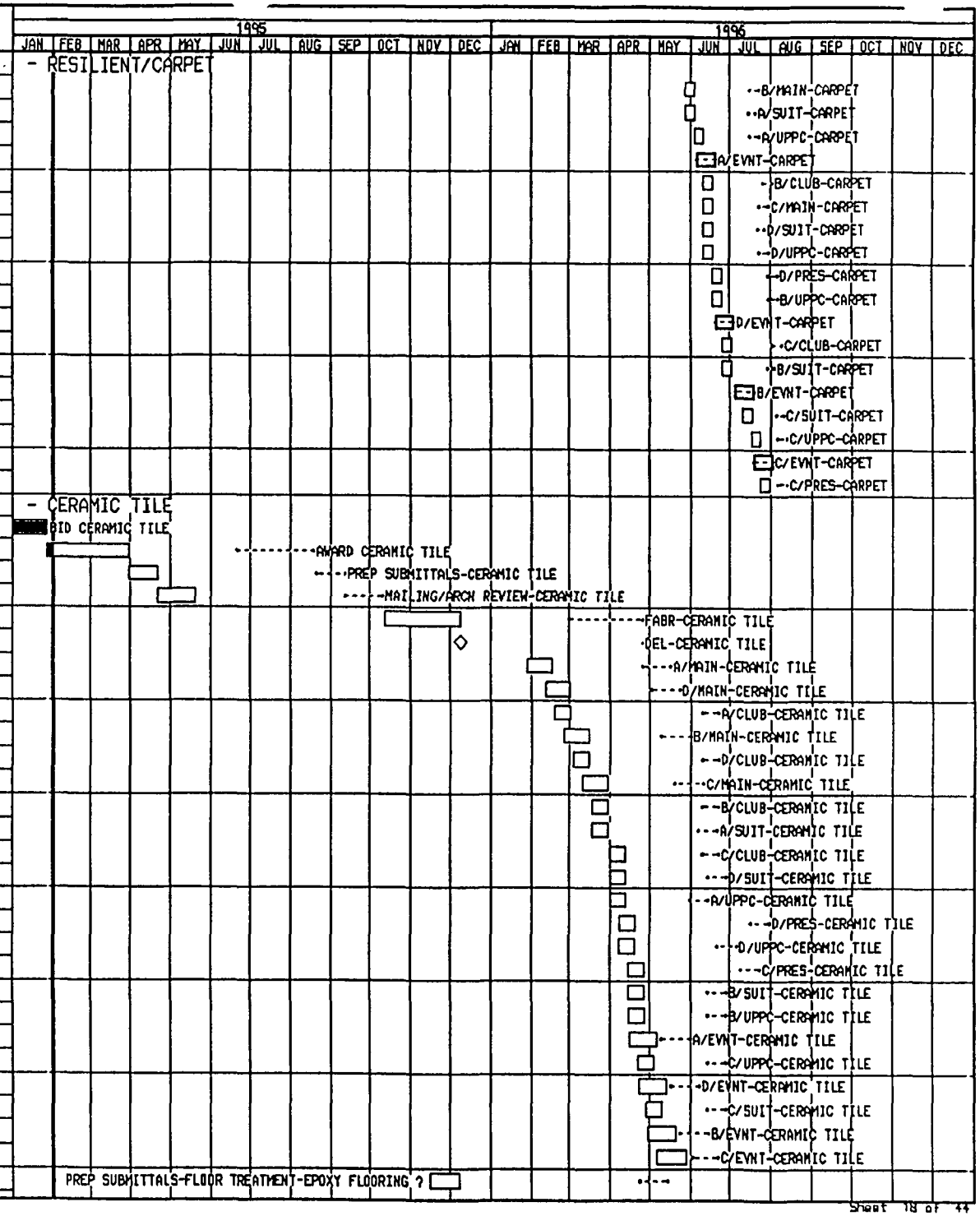
09F09680MB	28MAY96	3JUN96	5	09C	09680	34
09F09680SA	28MAY96	3JUN96	5	09C	09680	33
09F09680UA	4JUN96	10JUN96	5	09C	09680	29
09F09680EA	6JUN96	19JUN96	10	09C	09680	0
09F09680CB	11JUN96	17JUN96	5	09C	09680	32
09F09680MC	11JUN96	17JUN96	5	09C	09680	29
09F09680SD	11JUN96	17JUN96	5	09C	09680	28
09F09680UD	11JUN96	17JUN96	5	09C	09680	29
09F09680PD	18JUN96	24JUN96	5	09C	09680	29
09F09680UB	18JUN96	24JUN96	5	09C	09680	29
09F09680ED	20JUN96	3JUL96	10	09C	09680	0
09F09680CC	25JUN96	1JUL96	5	09C	09680	27
09F09680SB	25JUN96	1JUL96	5	09C	09680	23
09F09680EB	5JUL96	18JUL96	10	09C	09680	0
09F09680SC	10JUL96	16JUL96	5	09C	09680	18
09F09680UC	17JUL96	23JUL96	5	09C	09680	14
09F09680EC	19JUL96	1AUG96	10	09C	09680	0
09F09680PC	24JUL96	30JUL96	5	09C	09680	9
09D-B09310	22DEC94A	26JAN95A	16	09D	09310	
09D-A09310	27JAN95A	30MAR95	51	09D	09310	99
09D-P09310	31MAR95	20APR95	15	09D	09310	99
09D-R09310	21APR95	19MAY95	21	09D	09310	99
09D-F09310	13OCT95	8DEC95	40	09D	09310	99
09D-D09310		8DEC95	0	09D	09310	99
09D09310MA	24JAN96	16FEB96	15	09D	09310	64
09D09310MD	12FEB96	1MAR96	15	09D	09310	59
09D09310CA	19FEB96	1MAR96	10	09D	09310	79
09D09310MB	26FEB96	15MAR96	15	09D	09310	54
09D09310CD	4MAR96	15MAR96	10	09D	09310	69
09D09310MC	11MAR96	29MAR96	15	09D	09310	50
09D09310CB	18MAR96	29MAR96	10	09D	09310	59
09D09310SA	18MAR96	29MAR96	10	09D	09310	58
09D09310CC	1APR96	12APR96	10	09D	09310	49
09D09310SD	1APR96	12APR96	10	09D	09310	53
09D09310UA	1APR96	12APR96	10	09D	09310	43
09D09310PD	8APR96	19APR96	10	09D	09310	69
09D09310UD	8APR96	19APR96	10	09D	09310	53
09D09310PC	15APR96	26APR96	10	09D	09310	59
09D09310SB	15APR96	26APR96	10	09D	09310	43
09D09310UB	15APR96	26APR96	10	09D	09310	43
09D09310EA	16APR96	6MAY96	15	09D	09310	18
09D09310UC	22APR96	3MAY96	10	09D	09310	38
09D09310ED	23APR96	13MAY96	15	09D	09310	18
09D09310SC	29APR96	10MAY96	10	09D	09310	33
09D09310EB	30APR96	20MAY96	15	09D	09310	18
09D09310EC	7MAY96	28MAY96	15	09D	09310	18
09D-P09780	16NOV95	7DEC95	15	09D	09780	113



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
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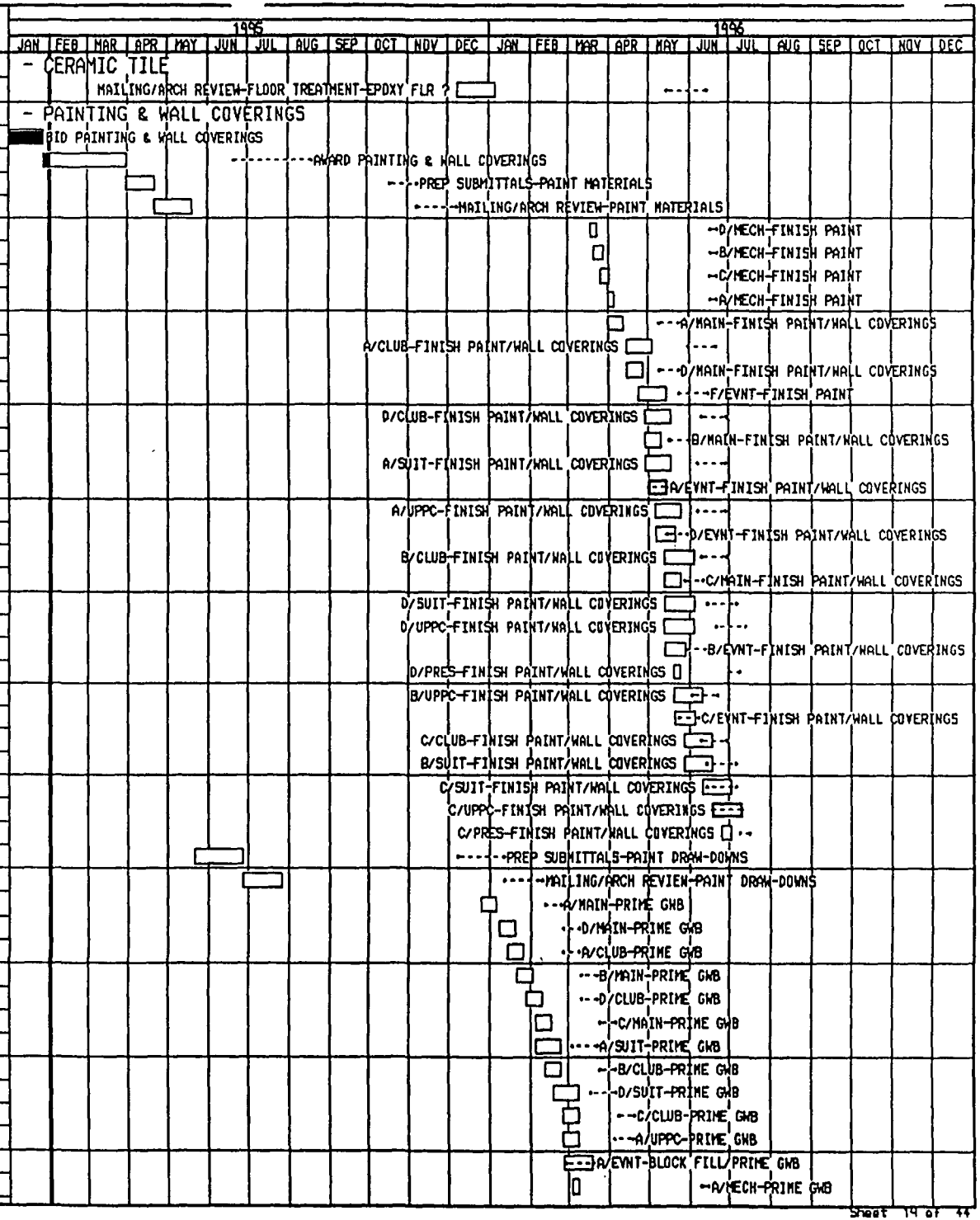
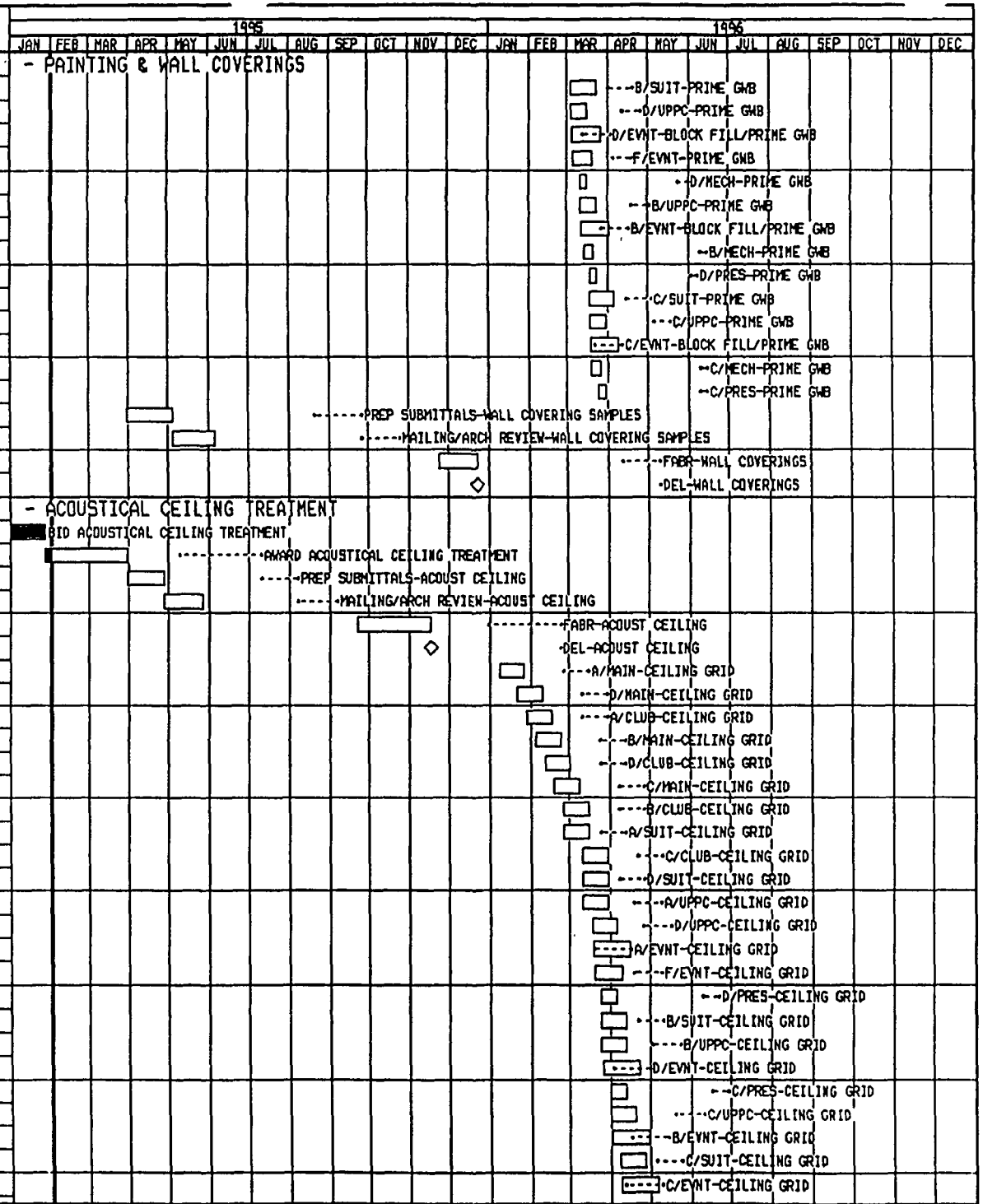
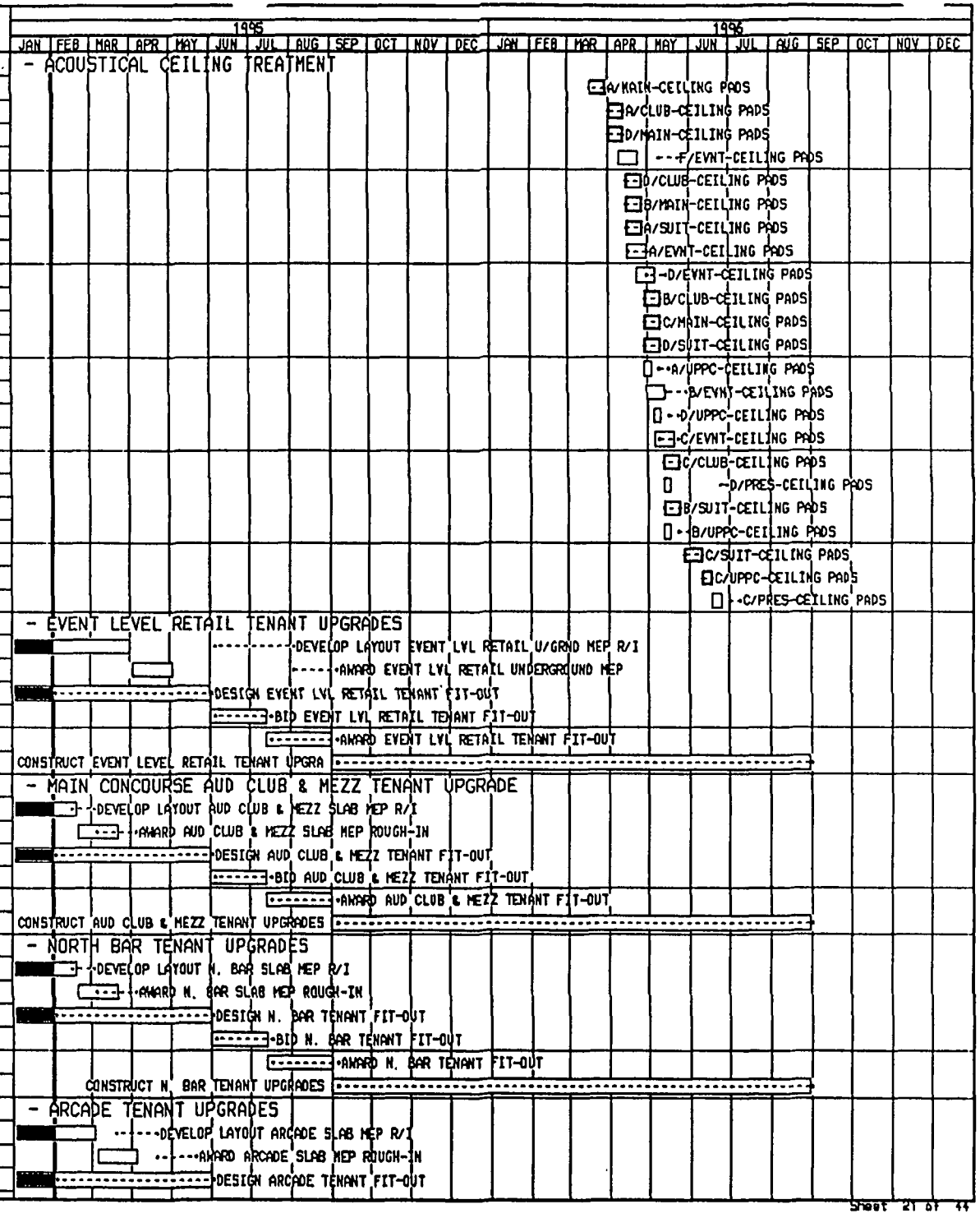
09E-B09900	22DEC94A	26JAN95A	24	09E	09900	
09E-A09900	27JAN95A	30MAR95	51	09E	09900	99
09E-P09900	31MAR95	20APR95	15	09E	09900	140
09E-R09900	21APR95	19MAY95	21	09E	09900	140
09E09900HD	18MAR96	22MAR96	5	09E	09900	64
09E09900HB	21MAR96	27MAR96	5	09E	09900	61
09E09900HC	26MAR96	1APR96	5	09E	09900	58
09E09900HA	1APR96	5APR96	5	09E	09900	54
09E09900MA	1APR96	12APR96	10	09E	09900	29
09E09900CA	15APR96	3MAY96	15	09E	09900	33
09E09900MD	15APR96	26APR96	10	09E	09900	19
09E09900F	24APR96	14MAY96	15	09E	09900	22
09E09900CD	29APR96	17MAY96	15	09E	09900	29
09E09900MB	29APR96	10MAY96	10	09E	09900	14
09E09900SA	29APR96	17MAY96	15	09E	09900	28
09E09900EA	1MAY96	14MAY96	10	09E	09900	0
09E09900UA	6MAY96	21MAY96	15	09E	09900	23
09E09900ED	7MAY96	20MAY96	10	09E	09900	6
09E09900CB	13MAY96	3JUN96	15	09E	09900	19
09E09900MC	13MAY96	24MAY96	10	09E	09900	10
09E09900SD	13MAY96	3JUN96	15	09E	09900	23
09E09900UD	13MAY96	3JUN96	15	09E	09900	28
09E09900EB	14MAY96	28MAY96	10	09E	09900	11
09E09900PD	20MAY96	24MAY96	5	09E	09900	29
09E09900UB	20MAY96	10JUN96	15	09E	09900	9
09E09900EC	21MAY96	4JUN96	10	09E	09900	3
09E09900CC	28MAY96	17JUN96	15	09E	09900	9
09E09900SB	28MAY96	17JUN96	15	09E	09900	13
09E09900SC	11JUN96	1JUL96	15	09E	09900	3
09E09900UC	18JUN96	9JUL96	15	09E	09900	0
09E09900PC	25JUN96	1JUL96	5	09E	09900	9
09E-P09901	22MAY95	26JUN95	25	09E	09901	140
09E-R09901	27JUN95	26JUL95	21	09E	09901	140
09E09902MA	26DEC95	5JAN96	10	09E	09902	35
09E09902MD	8JAN96	19JAN96	10	09E	09902	35
09E09902CA	15JAN96	26JAN96	10	09E	09902	30
09E09902MB	22JAN96	2FEB96	10	09E	09902	35
09E09902CD	29JAN96	9FEB96	10	09E	09902	30
09E09902MC	5FEB96	16FEB96	10	09E	09902	35
09E09902SA	5FEB96	23FEB96	15	09E	09902	20
09E09902CB	12FEB96	23FEB96	10	09E	09902	30
09E09902SD	19FEB96	8MAR96	15	09E	09902	20
09E09902CC	26FEB96	8MAR96	10	09E	09902	30
09E09902UA	26FEB96	8MAR96	10	09E	09902	29
09E09902EA	27FEB96	18MAR96	15	09E	09902	1
09E09902HA	4MAR96	8MAR96	5	09E	09902	69



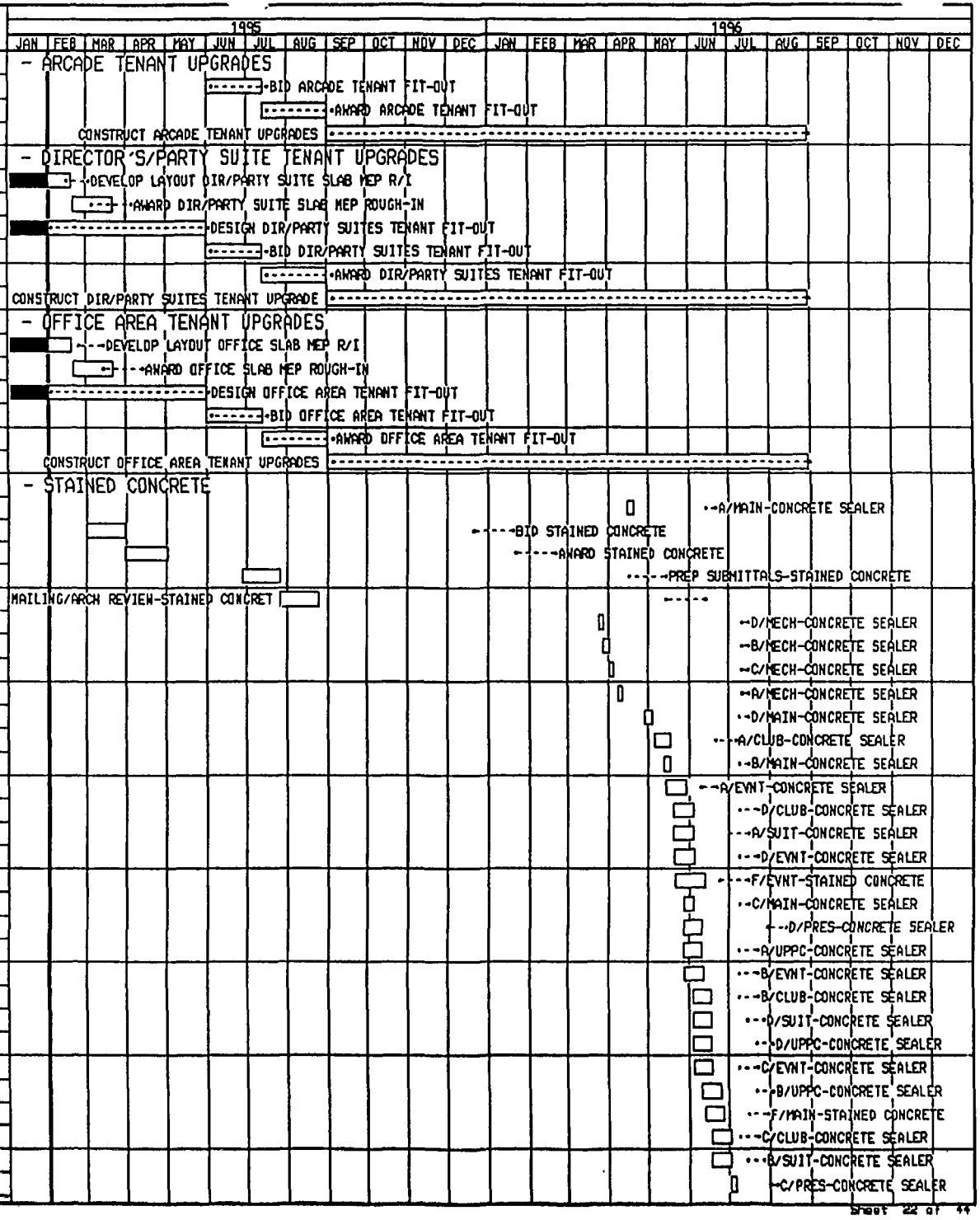
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09E09902SB	4MAR96	22MAR96	15	09E	09902	20
09E09902UD	4MAR96	15MAR96	10	09E	09902	29
09E09902ED	5MAR96	25MAR96	15	09E	09902	6
09E09902F	6MAR96	19MAR96	10	09E	09902	22
09E09902HD	11MAR96	15MAR96	5	09E	09902	54
09E09902UB	11MAR96	22MAR96	10	09E	09902	29
09E09902EB	12MAR96	1APR96	15	09E	09902	11
09E09902HB	14MAR96	20MAR96	5	09E	09902	61
09E09902PD	18MAR96	22MAR96	5	09E	09902	54
09E09902SC	18MAR96	5APR96	15	09E	09902	20
09E09902UC	18MAR96	29MAR96	10	09E	09902	35
09E09902EC	19MAR96	8APR96	15	09E	09902	3
09E09902HC	19MAR96	25MAR96	5	09E	09902	58
09E09902PC	25MAR96	29MAR96	5	09E	09902	54
09E-P09950	31MAR95	4MAY95	25	09E	09950	99
09E-R09950	5MAY95	5JUN95	21	09E	09950	99
09E-F09950	24NOV95	22DEC95	20	09E	09950	99
09E-D09950		22DEC95	0	09E	09950	99
09F-B09510	22DEC94A	26JAN95A	24	09F	09510	
09F-A09510	27JAN95A	30MAR95	51	09F	09510	70
09F-P09510	31MAR95	27APR95	20	09F	09510	70
09F-R09510	28APR95	26MAY95	21	09F	09510	70
09F-F09510	22SEP95	16NOV95	40	09F	09510	70
09F-D09510		16NOV95	0	09F	09510	70
09F09510MA	8JAN96	26JAN96	15	09F	09510	35
09F09510MD	22JAN96	9FEB96	15	09F	09510	35
09F09510CA	29JAN96	16FEB96	15	09F	09510	30
09F09510MB	5FEB96	23FEB96	15	09F	09510	35
09F09510CD	12FEB96	1MAR96	15	09F	09510	30
09F09510MC	19FEB96	8MAR96	15	09F	09510	35
09F09510CB	26FEB96	15MAR96	15	09F	09510	30
09F09510SA	26FEB96	15MAR96	15	09F	09510	20
09F09510CC	11MAR96	29MAR96	15	09F	09510	30
09F09510SD	11MAR96	29MAR96	15	09F	09510	20
09F09510UA	11MAR96	29MAR96	15	09F	09510	29
09F09510UD	18MAR96	5APR96	15	09F	09510	29
09F09510EA	19MAR96	15APR96	20	09F	09510	1
09F09510F	20MAR96	9APR96	15	09F	09510	22
09F09510PD	25MAR96	5APR96	10	09F	09510	54
09F09510SB	25MAR96	12APR96	15	09F	09510	20
09F09510UB	25MAR96	12APR96	15	09F	09510	29
09F09510ED	26MAR96	22APR96	20	09F	09510	6
09F09510PC	1APR96	12APR96	10	09F	09510	54
09F09510UC	1APR96	19APR96	15	09F	09510	35
09F09510EB	2APR96	29APR96	20	09F	09510	11
09F09510SC	8APR96	26APR96	15	09F	09510	20
09F09510EC	9APR96	6MAY96	20	09F	09510	3



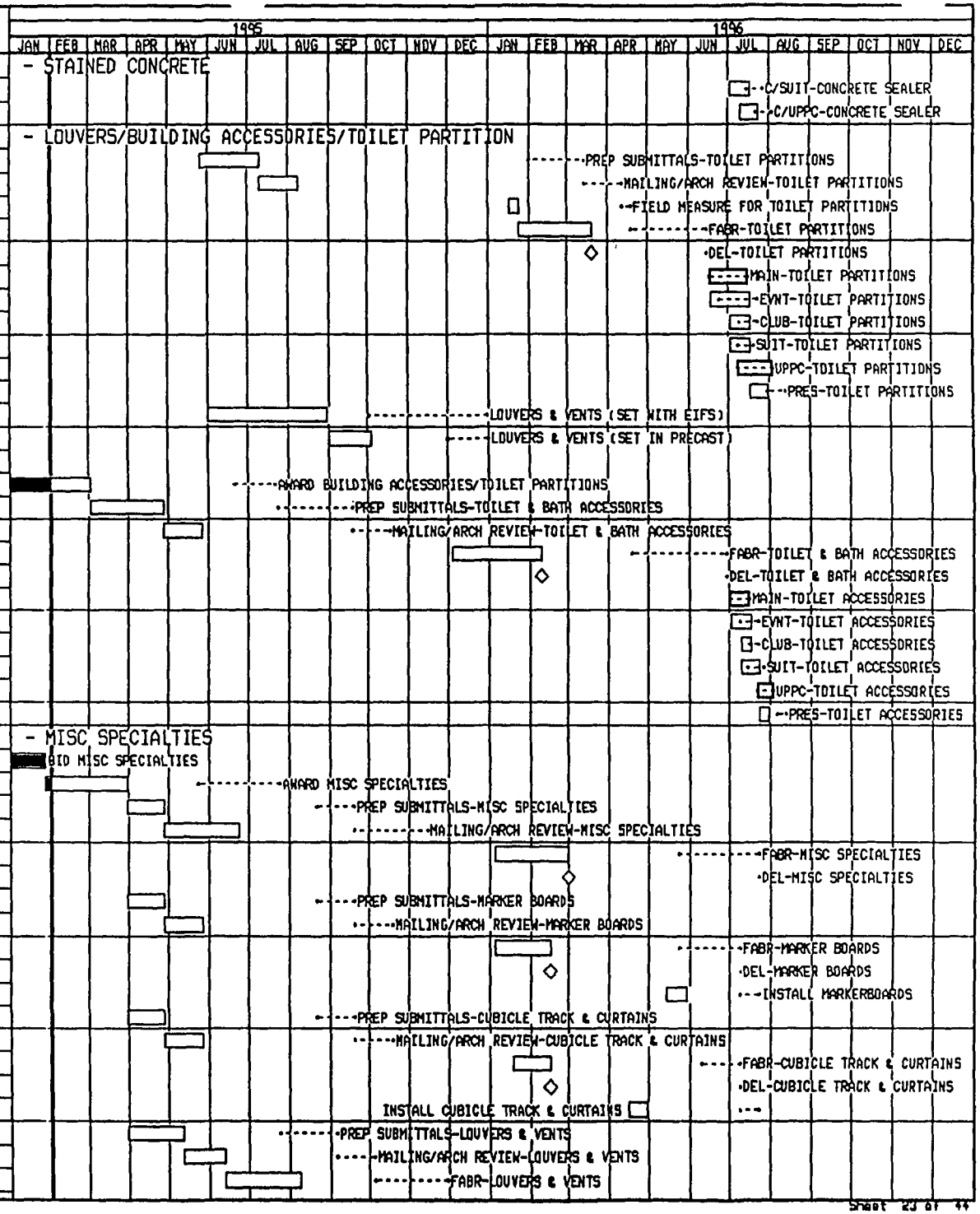
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09F09S12MA	18MAR96	29MAR96	10	09F	09S12	0
09F09S12CA	1APR96	12APR96	10	09F	09S12	0
09F09S12MD	1APR96	12APR96	10	09F	09S12	0
09F09S12F	10APR96	23APR96	10	09F	09S12	22
09F09S12CD	15APR96	26APR96	10	09F	09S12	0
09F09S12MB	15APR96	26APR96	10	09F	09S12	0
09F09S12SA	15APR96	26APR96	10	09F	09S12	0
09F09S12EA	16APR96	29APR96	10	09F	09S12	1
09F09S12ED	23APR96	6MAY96	10	09F	09S12	6
09F09S12CB	29APR96	10MAY96	10	09F	09S12	0
09F09S12MC	29APR96	10MAY96	10	09F	09S12	0
09F09S12SD	29APR96	10MAY96	10	09F	09S12	0
09F09S12UA	29APR96	3MAY96	5	09F	09S12	9
09F09S12EB	30APR96	13MAY96	10	09F	09S12	11
09F09S12UD	6MAY96	10MAY96	5	09F	09S12	9
09F09S12EC	7MAY96	20MAY96	10	09F	09S12	3
09F09S12CC	13MAY96	24MAY96	10	09F	09S12	0
09F09S12PD	13MAY96	17MAY96	5	09F	09S12	29
09F09S12SB	13MAY96	24MAY96	10	09F	09S12	0
09F09S12UB	13MAY96	17MAY96	5	09F	09S12	9
09F09S12SC	28MAY96	10JUN96	10	09F	09S12	0
09F09S12UC	11JUN96	17JUN96	5	09F	09S12	0
09F09S12PC	18JUN96	24JUN96	5	09F	09S12	9
09G-B09010	3JAN95A	31MAR95	64	09G	09010	87
09G-A09010	3APR95	2MAY95	22	09G	09010	87
09GADD09015	3JAN95A	31MAY95	106	09G	09015	2
09G-B09015	1JUN95	13JUL95	30	09G	09015	2
09G-A09015	14JUL95	31AUG95	35	09G	09015	2
09G-09015	1SEP95	29AUG96	256	09G	09015	2
09H-B09020	3JAN95A	17FEB95	34	09H	09020	10
09H-A09020	20FEB95	21MAR95	22	09H	09020	10
09HADD09025	3JAN95A	31MAY95	106	09H	09025	2
09H-B09025	1JUN95	13JUL95	30	09H	09025	2
09H-A09025	14JUL95	31AUG95	35	09H	09025	2
09H-09025	1SEP95	29AUG96	256	09H	09025	2
09I-B09030	3JAN95A	17FEB95	34	09I	09030	10
09I-A09030	20FEB95	21MAR95	22	09I	09030	10
09IADD09035	3JAN95A	31MAY95	106	09I	09035	2
09I-B09035	1JUN95	13JUL95	30	09I	09035	2
09I-A09035	14JUL95	31AUG95	35	09I	09035	2
09I-09035	1SEP95	29AUG96	256	09I	09035	2
09J-B09040	3JAN95A	3MAR95	44	09J	09040	33
09J-A09040	6MAR95	4APR95	22	09J	09040	33
09JADD09045	3JAN95A	31MAY95	106	09J	09045	2



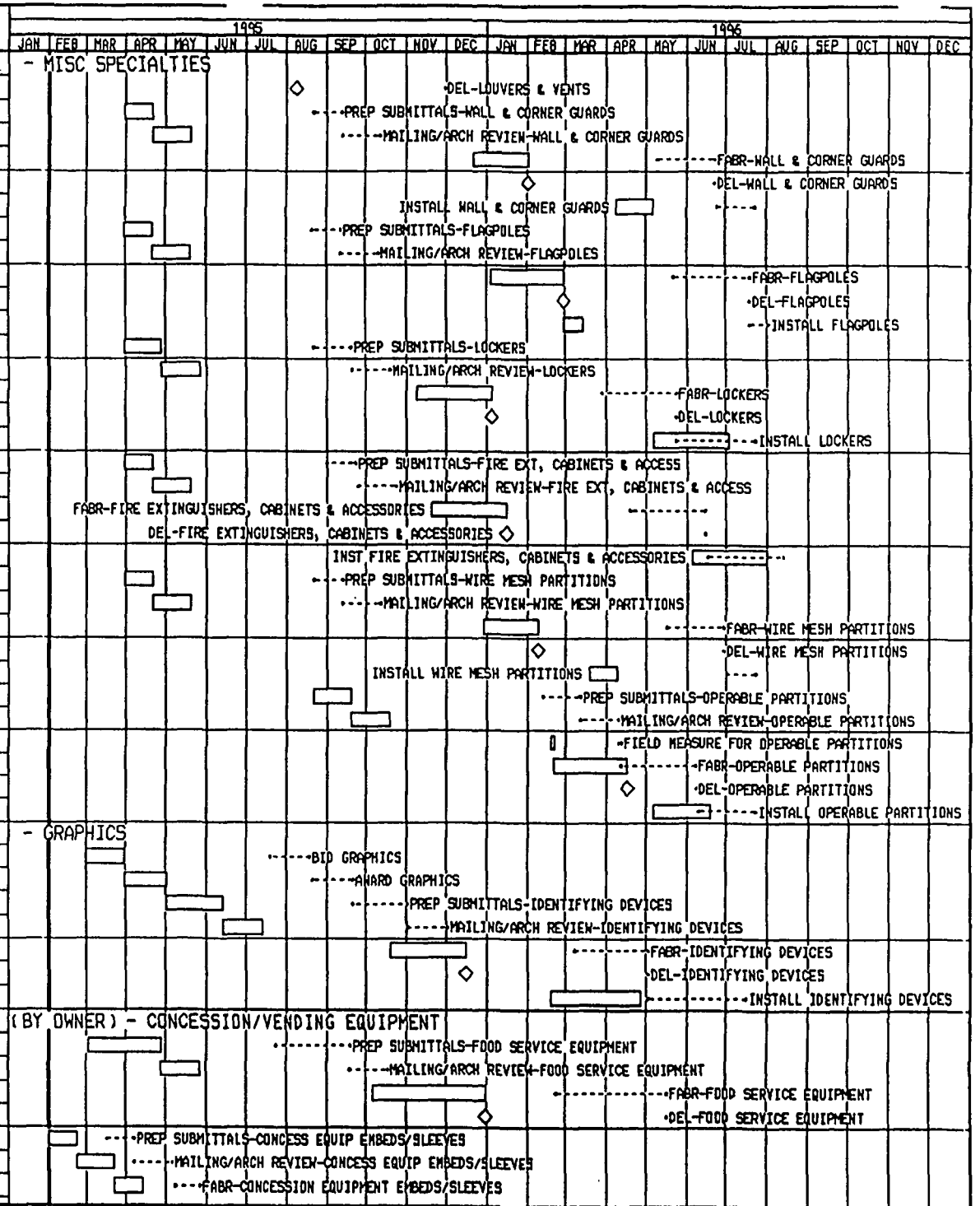
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09J-B09045	1JUN95	13JUL95	30	09J	09045	2
09J-A09045	14JUL95	31AUG95	35	09J	09045	2
09J-09045	1SEP95	29AUG96	256	09J	09045	2
09K-B09050	3JAN95A	17FEB95	34	09K	09050	10
09K-A09050	20FEB95	21MAR95	22	09K	09050	10
09KAD09055	3JAN95A	31MAY95	106	09K	09055	2
09K-B09055	1JUN95	13JUL95	30	09K	09055	2
09K-A09055	14JUL95	31AUG95	35	09K	09055	2
09K-09055	1SEP95	29AUG96	256	09K	09055	2
09L-B09060	3JAN95A	17FEB95	34	09L	09060	17
09L-A09060	20FEB95	21MAR95	22	09L	09060	17
09LAD09065	3JAN95A	31MAY95	106	09L	09065	2
09L-B09065	1JUN95	13JUL95	30	09L	09065	2
09L-A09065	14JUL95	31AUG95	35	09L	09065	2
09L-09065	1SEP95	29AUG96	256	09L	09065	2
09M09760MA	15APR96	19APR96	5	09M	07600	43
09M-B09760	1MAR95	30MAR95	22	09M	09760	207
09M-A09760	31MAR95	1MAY95	22	09M	09760	207
09M-P09760	28JUN95	26JUL95	20	09M	09760	207
09M-R09760	27JUL95	24AUG95	21	09M	09760	207
09M09760HD	25MAR96	27MAR96	3	09M	09760	76
09M09760HB	28MAR96	1APR96	3	09M	09760	73
09M09760HC	2APR96	4APR96	3	09M	09760	70
09M09760HA	8APR96	10APR96	3	09M	09760	66
09M09760MD	29APR96	3MAY96	5	09M	09760	49
09M09760CA	6MAY96	17MAY96	10	09M	09760	33
09M09760MB	13MAY96	17MAY96	5	09M	09760	39
09M09760EA	15MAY96	29MAY96	10	09M	09760	17
09M09760CD	20MAY96	3JUN96	10	09M	09760	34
09M09760SA	20MAY96	3JUN96	10	09M	09760	29
09M09760ED	21MAY96	4JUN96	10	09M	09760	33
09M09760F	22MAY96	12JUN96	15	09M	09760	22
09M09760MC	28MAY96	3JUN96	5	09M	09760	29
09M09760PD	28MAY96	10JUN96	10	09M	09760	44
09M09760UA	28MAY96	10JUN96	10	09M	09760	29
09M09760EB	29MAY96	11JUN96	10	09M	09760	28
09M09760CB	4JUN96	17JUN96	10	09M	09760	24
09M09760SD	4JUN96	17JUN96	10	09M	09760	28
09M09760UD	4JUN96	17JUN96	10	09M	09760	33
09M09760EC	5JUN96	18JUN96	10	09M	09760	23
09M09760UB	11JUN96	24JUN96	10	09M	09760	28
09M09761F	13JUN96	26JUN96	10	09M	09760	22
09M09760CC	18JUN96	1JUL96	10	09M	09760	14
09M09760SB	18JUN96	1JUL96	10	09M	09760	18
09M09760PC	2JUL96	5JUL96	3	09M	09760	21



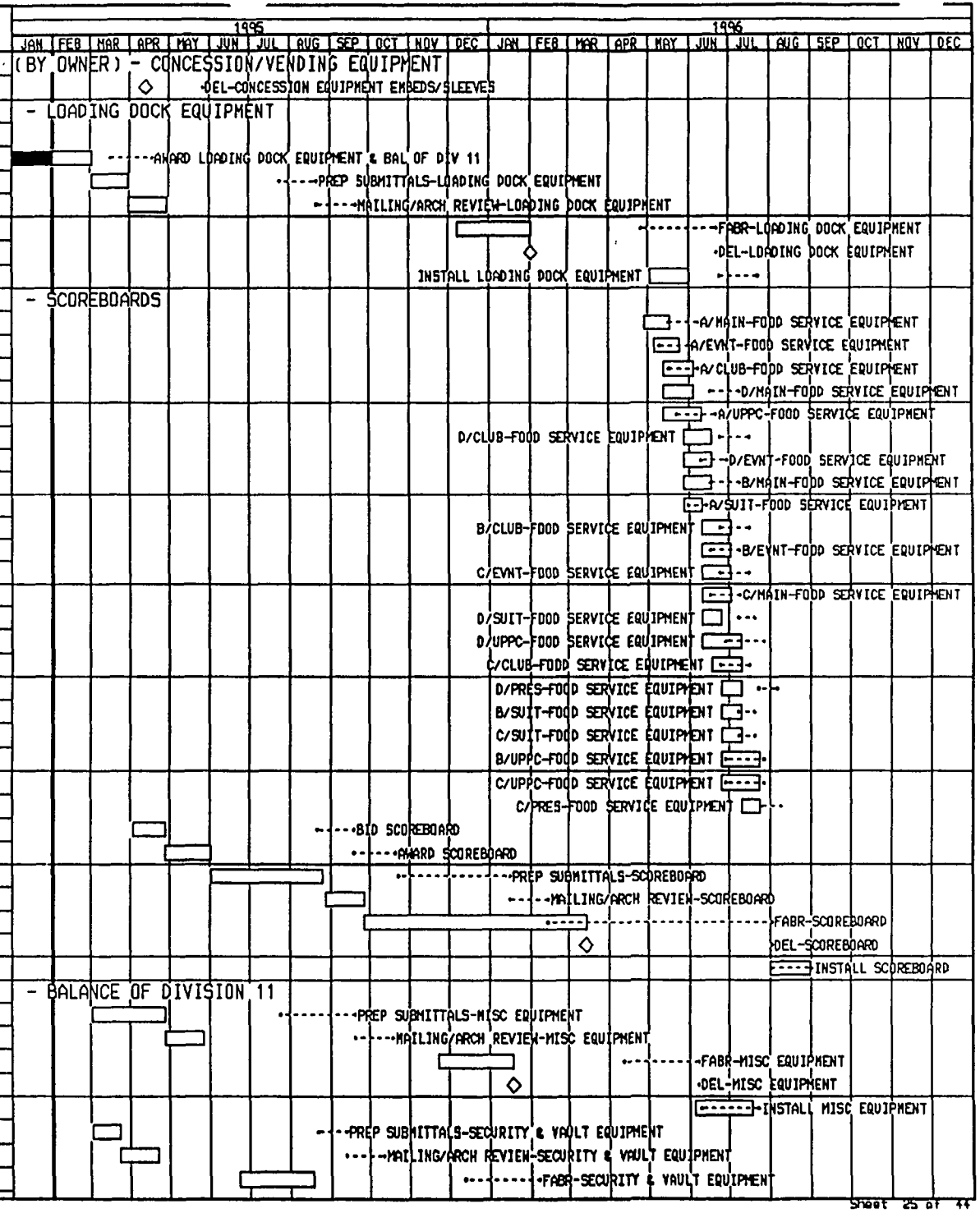
ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
09M09760SC	2JUL96	16JUL96	10	09M	09760	8
09M09760UC	10JUL96	23JUL96	10	09M	09760	8
10A-P10155	26MAY95	10JUL95	30	10A	10155	175
10A-R10155	11JUL95	8AUG95	21	10A	10155	175
10A-M10155	17JAN96	23JAN96	5	10A	10155	62
10A-F10155	24JAN96	19MAR96	40	10A	10155	62
10A-D10155		19MAR96	0	10A	10155	62
10A10155MA	17JUN96	15JUL96	20	10A	10155	0
10A10155EA	18JUN96	16JUL96	20	10A	10155	4
10A10155CA	2JUL96	16JUL96	10	10A	10155	4
10A10155SA	2JUL96	16JUL96	10	10A	10155	3
10A10155UA	8JUL96	2AUG96	20	10A	10155	0
10A10155PC	17JUL96	30JUL96	10	10A	10155	9
10B-10212	1JUN95	30AUG95	64	10A	10210	85
10B-10210	1SEP95	3DCT95	22	10A	10210	63
10A-B10850	26OCT94A	2DEC94A	27	10A	10850	
10A-A10850	5DEC94A	2MAR95	62	10A	10850	99
10A-P10850	3MAR95	27APR95	40	10A	10850	99
10A-R10850	28APR95	26MAY95	21	10A	10850	99
10A-F10850	4DEC95	9FEB96	50	10A	10850	99
10A-D10850		9FEB96	0	10A	10850	99
10A10850MA	1JUL96	15JUL96	10	10A	10850	0
10A10850EA	2JUL96	16JUL96	10	10A	10850	4
10A10850CA	10JUL96	16JUL96	5	10A	10850	4
10A10850SA	10JUL96	23JUL96	10	10A	10850	3
10A10850UA	22JUL96	2AUG96	10	10A	10850	0
10A10850PC	24JUL96	30JUL96	5	10A	10850	9
10B-B10000	22DEC94A	26JAN95A	24	10B	10000	
10B-A10000	27JAN95A	30MAR95	51	10B	10000	80
10B-P10000	31MAR95	27APR95	20	10B	10000	100
10B-R10000	28APR95	23JUN95	40	10B	10000	100
10B-F10000	5JAN96	29FEB96	40	10B	10000	100
10B-D10000	1MAR96	29FEB96	0	10B	10000	100
10B-P10105	31MAR95	27APR95	20	10B	10105	100
10B-R10105	28APR95	26MAY95	21	10B	10105	100
10B-F10105	5JAN96	15FEB96	30	10B	10105	100
10B-D10105		15FEB96	0	10B	10105	100
10B-10105	15MAY96	29MAY96	10	10B	10105	37
10B-P10194	31MAR95	27APR95	20	10B	10194	100
10B-R10194	28APR95	26MAY95	21	10B	10194	100
10B-F10194	19JAN96	15FEB96	20	10B	10194	100
10B-D10194		15FEB96	0	10B	10194	100
10B-10194	16APR96	29APR96	10	10B	10194	58
10B-P10210	31MAR95	11MAY95	30	10B	10210	80
10B-R10210	12MAY95	12JUN95	21	10B	10210	80
10B-F10210	13JUN95	8AUG95	40	10B	10210	80



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
10B-D10210		8AUG95	0	10B	10210	80
10B-P10260	31MAR95	20APR95	15	10B	10260	100
10B-R10260	21APR95	19MAY95	21	10B	10260	100
10B-F10260	22DEC95	1FEB96	30	10B	10260	100
10B-D10260		1FEB96	0	10B	10260	100
10B-10260	9APR96	6MAY96	20	10B	10260	53
10B-P10350	31MAR95	20APR95	15	10B	10350	99
10B-R10350	21APR95	19MAY95	21	10B	10350	99
10B-F10350	4JAN96	28FEB96	40	10B	10350	99
10B-D10350		28FEB96	0	10B	10350	99
10B-10350	29FEB96	13MAR96	10	10B	10350	99
10B-P10500	31MAR95	27APR95	20	10B	10500	100
10B-R10500	28APR95	26MAY95	21	10B	10500	100
10B-F10500	9NOV95	4JAN96	40	10B	10500	100
10B-D10500		4JAN96	0	10B	10500	100
10B-10500	7MAY96	2JUL96	40	10B	10500	13
10B-P10520	31MAR95	20APR95	15	10B	10520	108
10B-R10520	21APR95	19MAY95	21	10B	10520	108
10B-F10520	20NOV95	15JAN96	40	10B	10520	108
10B-D10520		15JAN96	0	10B	10520	108
10B-10520	5JUN96	31JUL96	40	10B	10520	8
10B-P10605	31MAR95	20APR95	15	10B	10605	100
10B-R10605	21APR95	19MAY95	21	10B	10605	100
10B-F10605	30DEC95	8FEB96	30	10B	10605	100
10B-D10605		8FEB96	0	10B	10605	100
10B-10605	19MAR96	8APR96	15	10B	10605	73
10B-P10650	22AUG95	19SEP95	20	10B	10650	123
10B-R10650	20SEP95	18OCT95	21	10B	10650	123
10B-M10650	19FEB96	20FEB96	2	10B	10650	37
10B-F10650	21FEB96	16APR96	40	10B	10650	37
10B-D10650		16APR96	0	10B	10650	37
10B-10650	7MAY96	18JUN96	30	10B	10650	23
10C-B10400	1MAR95	30MAR95	22	10C	10400	99
10C-A10400	31MAR95	1MAY95	22	10C	10400	99
10C-P10400	2MAY95	13JUN95	30	10C	10400	99
10C-R10400	14JUN95	13JUL95	21	10C	10400	99
10C-F10400	20OCT95	15DEC95	40	10C	10400	99
10C-D10400		15DEC95	0	10C	10400	99
10C-10400	19FEB96	26APR96	50	10C	10400	54
11A-P11400	3MAR95	27APR95	40	11A	11400	99
11A-R11400	28APR95	26MAY95	21	11A	11400	99
11A-F11400	60CT95	30DEC95	60	11A	11400	99
11A-D11400		30DEC95	0	11A	11400	99
11A-P11401	1FEB95	21FEB95	15	11A	11401	32
11A-R11401	22FEB95	22MAR95	21	11A	11401	32
11A-F11401	23MAR95	12APR95	15	11A	11401	32



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
(BY OWNER) - CONCESSION/VENDING EQUIPMENT						
11A-D11401		12APR95	0	11A	11401	32
- LOADING DOCK EQUIPMENT						
11C-B11160	26OCT94A	2DEC94A	27	11C	11160	
11C-A11160	5DEC94A	2MAR95	62	11C	11160	32
11C-P11160	3MAR95	30MAR95	20	11C	11160	100
11C-R11160	31MAR95	28APR95	21	11C	11160	100
11C-F11160	8DEC95	1FEB96	40	11C	11160	100
11C-D11160		1FEB96	0	11C	11160	100
11C-11160	3MAY96	31MAY96	20	11C	11160	35
- SCOREBOARDS						
11D11400MA	29APR96	17MAY96	15	11D	11400	14
11D11400EA	6MAY96	24MAY96	15	11D	11400	4
11D11400CA	13MAY96	3JUN96	15	11D	11400	4
11D11400MD	13MAY96	3JUN96	15	11D	11400	24
11D11400UA	13MAY96	10JUN96	20	11D	11400	8
11D11400CD	28MAY96	17JUN96	15	11D	11400	19
11D11400ED	28MAY96	17JUN96	15	11D	11400	9
11D11400MB	28MAY96	17JUN96	15	11D	11400	14
11D11400SA	28MAY96	10JUN96	10	11D	11400	3
11D11400CB	11JUN96	1JUL96	15	11D	11400	9
11D11400EB	11JUN96	1JUL96	15	11D	11400	4
11D11400EC	11JUN96	1JUL96	15	11D	11400	9
11D11400MC	11JUN96	1JUL96	15	11D	11400	4
11D11400SD	11JUN96	24JUN96	10	11D	11400	18
11D11400UD	11JUN96	9JUL96	20	11D	11400	13
11D11400CC	18JUN96	9JUL96	15	11D	11400	4
11D11400PD	25JUN96	9JUL96	10	11D	11400	19
11D11400SB	25JUN96	9JUL96	10	11D	11400	8
11D11400SC	25JUN96	9JUL96	10	11D	11400	8
11D11400UB	25JUN96	23JUL96	20	11D	11400	3
11D11400UC	25JUN96	23JUL96	20	11D	11400	3
11D11400PC	10JUL96	23JUL96	10	11D	11400	12
11D-B11XXX	3APR95	27APR95	19	11D	11XXX	99
11D-A11XXX	28APR95	1JUN95	24	11D	11XXX	99
11D-P11XXX	2JUN95	25AUG95	60	11D	11XXX	99
11D-R11XXX	28AUG95	26SEP95	21	11D	11XXX	99
11D-F11XXX	27SEP95	13MAR96	120	11D	11XXX	99
11D-D11XXX		13MAR96	0	11D	11XXX	99
11D-11XXX	1AUG96	30AUG96	22	11D	11XXX	1
- BALANCE OF DIVISION 11						
11X-P11000	3MAR95	27APR95	40	11X	11000	100
11X-R11000	28APR95	26MAY95	21	11X	11000	100
11X-F11000	23NOV95	18JAN96	40	11X	11000	100
11X-D11000		18JAN96	0	11X	11000	100
11X-11000	5JUN96	17JUL96	30	11X	11000	3
11X-P11021	3MAR95	23MAR95	15	11X	11021	120
11X-R11021	24MAR95	21APR95	21	11X	11021	120
11X-F11021	23JUN95	18AUG95	40	11X	11021	120



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11X-D11021		18AUG95	0	11X	11021	120
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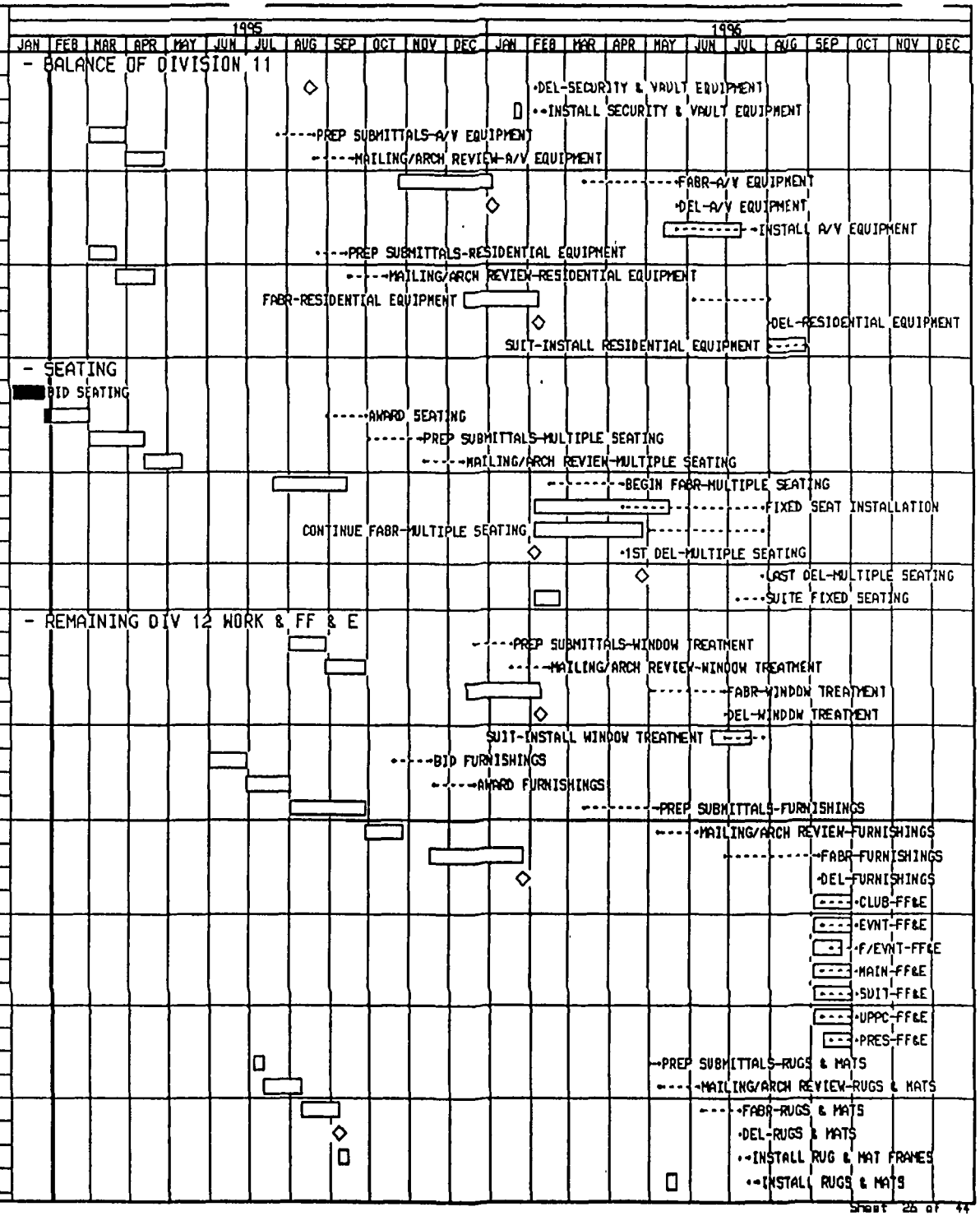
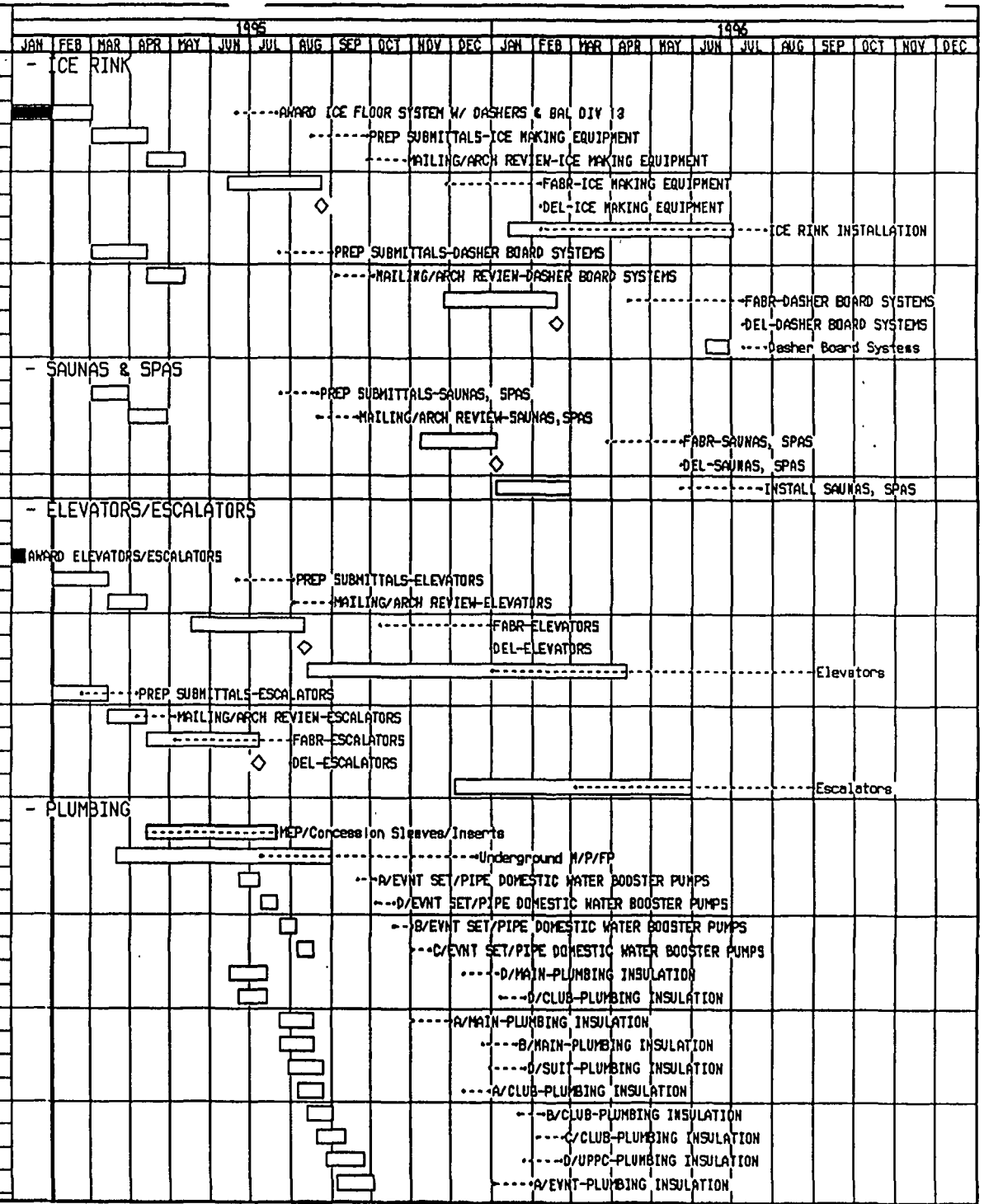
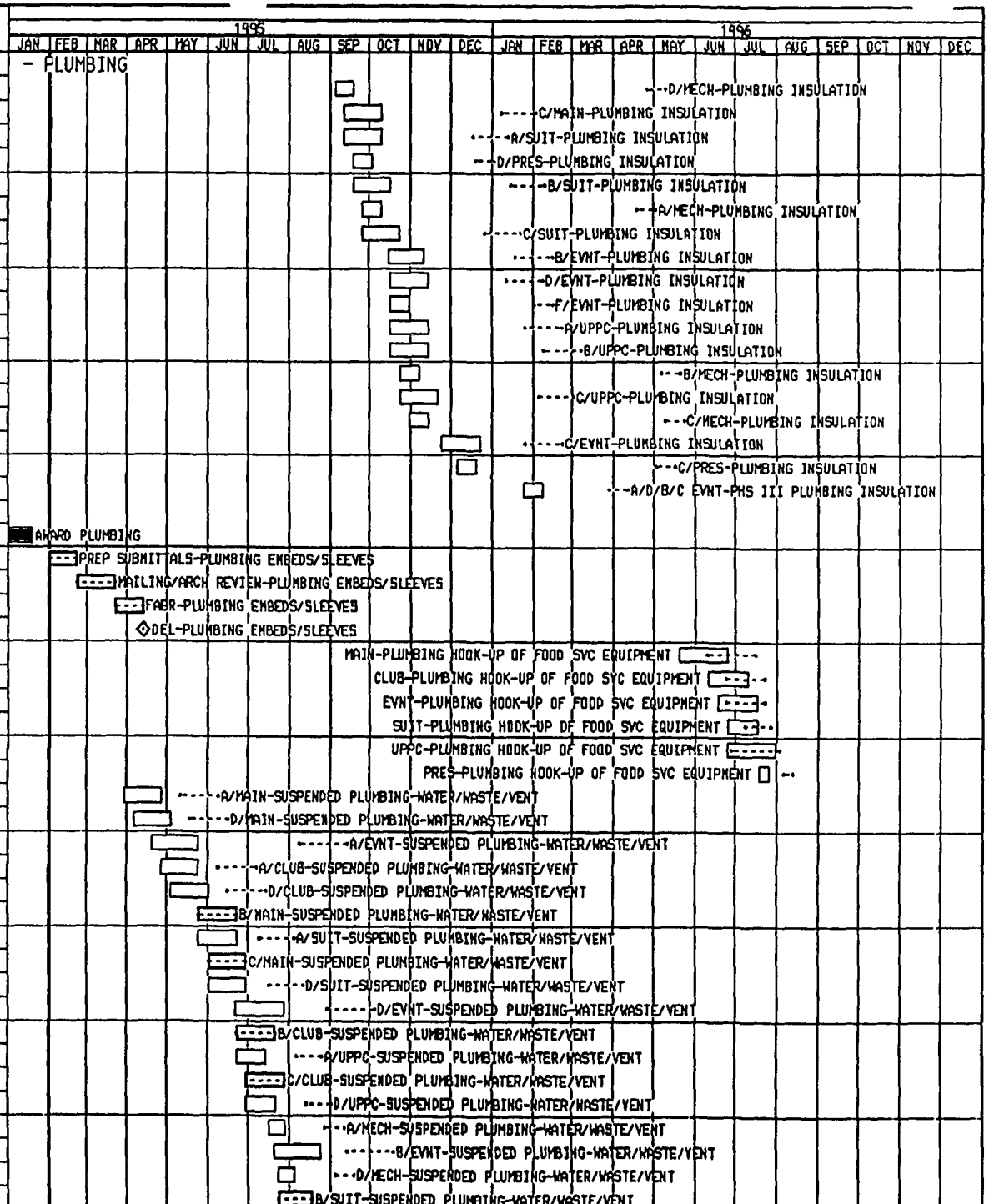
11X-P11132	3MAR95	30MAR95	20	11X	11132	100
11X-R11132	31MAR95	28APR95	21	11X	11132	100
11X-F11132	26OCT95	4JAN96	50	11X	11132	100
11X-D11132		4JAN96	0	11X	11132	100
11X-11132	15MAY96	11JUL96	40	11X	11132	7
11X-P11450	3MAR95	23MAR95	15	11X	11450	123
11X-R11450	24MAR95	21APR95	21	11X	11450	123
11X-F11450	15DEC95	8FEB96	40	11X	11450	123
11X-D11450		8FEB96	0	11X	11450	123
11X-11450	1AUG96	28AUG96	20	11X	11450	1
12A-B12730	3JAN95A	26JAN95A	18	12A	12730	
12A-A12730	27JAN95A	1MAR95	24	12A	12730	149
12A-P12730	2MAR95	12APR95	30	12A	12730	149
12A-R12730	13APR95	11MAY95	21	12A	12730	149
12A-F12730	20JUL95	14SEP95	40	12A	12730	149
12A-12730	5FEB96	16MAY96	74	12A	12730	49
12A-C12730	5FEB96	26APR96	60	12A	12730	63
12A-D12730	5FEB96	2FEB96	0	12A	12730	49
12A-L12730		26APR96	0	12A	12730	63
12A-12732	5FEB96	23FEB96	15	12A	12732	109
12B-P12500	2AUG95	29AUG95	20	12B	12500	99
12B-R12500	30AUG95	28SEP95	21	12B	12500	99
12B-F12500	15DEC95	8FEB96	40	12B	12500	99
12B-D12500		8FEB96	0	12B	12500	99
12B-12500	18JUN96	16JUL96	20	12B	12500	8
12B-B12600	1JUN95	29JUN95	21	12B	12600	99
12B-A12600	30JUN95	1AUG95	22	12B	12600	99
12B-P12600	2AUG95	27SEP95	40	12B	12600	158
12B-R12600	28SEP95	26OCT95	21	12B	12600	158
12B-F12600	17NOV95	26JAN96	50	12B	12600	158
12B-D12600		26JAN96	0	12B	12600	158
12B12600CA	3SEP96	30SEP96	20	12B	12600	4
12B12600EA	3SEP96	30SEP96	20	12B	12600	4
12B12600F	3SEP96	23SEP96	15	12B	12600	9
12B12600MA	3SEP96	30SEP96	20	12B	12600	4
12B12600SA	3SEP96	30SEP96	20	12B	12600	4
12B12600UA	3SEP96	30SEP96	20	12B	12600	4
12B12600PC	10SEP96	30SEP96	15	12B	12600	4
12B-P12690	5JUL95	11JUL95	5	12B	12690	214
12B-R12690	12JUL95	9AUG95	21	12B	12690	214
12B-F12690	10AUG95	7SEP95	20	12B	12690	214
12B-D12690		7SEP95	0	12B	12690	214
12B-12690	8SEP95	14SEP95	5	12B	12690	214
12B-12692	15MAY96	21MAY96	5	12B	12690	42



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
13--B13160	26OCT94A	2DEC94A	27	13	13160	
13--A13160	5DEC94A	2MAR95	62	13	13160	99
13--P13160	3MAR95	13APR95	30	13	13160	117
13--R13160	14APR95	12MAY95	21	13	13160	117
13--F13160	15JUN95	24AUG95	50	13	13160	117
13--D13160		24AUG95	0	13	13160	117
13--13160	15JAN96	1JUL96	120	13	13160	18
13--P13170	3MAR95	13APR95	30	13	13170	99
13--R13170	14APR95	12MAY95	21	13	13170	99
13--F13170	27NOV95	19FEB96	60	13	13170	99
13--D13170		19FEB96	0	13	13170	99
13170	12JUN96	28JUN96	13	13	13170	19
13B-P13052	3MAR95	30MAR95	20	13B	13052	100
13B-R13052	31MAR95	28APR95	21	13B	13052	100
13B-F13052	9NOV95	4JAN96	40	13B	13052	100
13B-D13052		4JAN96	0	13B	13052	100
13B-13052	5JAN96	29FEB96	40	13B	13052	100
14A-B14212	25SEP94A	3OCT94A	21	14A	14212	
14A-A14212	4OCT94A	10JAN95A	68	14A	14212	
14A-P14212	1FEB95	14MAR95	30	14A	14212	99
14A-R14212	15MAR95	12APR95	21	14A	14212	99
14A-F14212	18MAY95	11AUG95	60	14A	14212	99
14A-D14212		11AUG95	0	14A	14212	99
12190	14AUG95	12APR96	173	14A	14212	99
14A-P14310	1FEB95	14MAR95	30	14A	14310	16
14A-R14310	15MAR95	12APR95	21	14A	14310	16
14A-F14310	13APR95	7JUL95	60	14A	14310	16
14A-D14310		7JUL95	0	14A	14310	16
12200	5DEC95	31MAY96	128	14A	14310	65
2200	13APR95	21JUL95	70	15A	15000	0
15020	21MAR95	31AUG95	116	15A	15002	77
15A15160EA	23JUN95	7JUL95	10	15A	15160	62
15A15160ED	10JUL95	21JUL95	10	15A	15160	62
15A15160EB	24JUL95	4AUG95	10	15A	15160	62
15A15160EC	7AUG95	18AUG95	10	15A	15160	62
15A15250MD	16JUN95	14JUL95	20	15A	15250	123
15A15250CD	23JUN95	14JUL95	15	15A	15250	138
15A15250MA	24JUL95	18AUG95	20	15A	15250	73
15A15250MB	24JUL95	18AUG95	20	15A	15250	108
15A15250SD	31JUL95	25AUG95	20	15A	15250	108
15A15250CA	7AUG95	25AUG95	15	15A	15250	88
15A15250CB	14AUG95	15SEP95	15	15A	15250	113
15A15250CC	21AUG95	11SEP95	15	15A	15250	118
15A15250UD	28AUG95	25SEP95	20	15A	15250	107
15A15250EA	5SEP95	2OCT95	20	15A	15250	85



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
15A15250HD	5SEP95	18SEP95	10	15A	15250	167
15A15250MC	12SEP95	9OCT95	20	15A	15250	83
15A15250SA	12SEP95	9OCT95	20	15A	15250	68
15A15250PD	19SEP95	2OCT95	10	15A	15250	65
15A15250SB	19SEP95	16OCT95	20	15A	15250	83
15A15250HA	26SEP95	9OCT95	10	15A	15250	147
15A15250SC	26SEP95	23OCT95	20	15A	15250	64
15A15250EB	16OCT95	10NOV95	20	15A	15250	68
15A15250ED	17OCT95	13NOV95	20	15A	15250	62
15A15250F	17OCT95	30OCT95	10	15A	15250	77
15A15250UA	17OCT95	13NOV95	20	15A	15250	72
15A15250UB	17OCT95	13NOV95	20	15A	15250	82
15A15250HB	24OCT95	6NOV95	10	15A	15250	139
15A15250UC	24OCT95	20NOV95	20	15A	15250	73
15A15250HC	31OCT95	13NOV95	10	15A	15250	137
15A15250EC	24NOV95	22DEC95	20	15A	15250	44
15A15250PC	6DEC95	19DEC95	10	15A	15250	107
15A15250EZ	25JAN96	7FEB96	10	15A	15250	46
15A-B15401	26OCT94A	2DEC94A	27	15A	15401	
15A-A15401	5DEC94A	18JAN95A	31	15A	15401	
15A-P15401	1FEB95	21FEB95	15	15A	15401	0
15A-R15401	22FEB95	22MAR95	21	15A	15401	0
15A-F15401	23MAR95	12APR95	15	15A	15401	0
15A-D15401		12APR95	0	15A	15401	0
15A15402MA	20MAY96	24JUN96	25	15A	15402	14
15A15402CA	11JUN96	9JUL96	20	15A	15402	9
15A15402EA	18JUN96	16JUL96	20	15A	15402	4
15A15402SA	25JUN96	16JUL96	15	15A	15402	8
15A15402UA	25JUN96	30JUL96	25	15A	15402	3
15A15402PC	19JUL96	25JUL96	5	15A	15402	12
15A15404MA	30MAR95	26APR95	20	15A	15404	30
15A15404MD	6APR95	3MAY95	20	15A	15404	30
15A15404EA	20APR95	24MAY95	25	15A	15404	77
15A15404CA	27APR95	24MAY95	20	15A	15404	30
15A15404CD	1MAY95	1JUN95	20	15A	15404	30
15A15404MB	25MAY95	22JUN95	20	15A	15404	0
15A15404SA	25MAY95	22JUN95	20	15A	15404	30
15A15404MC	2JUN95	29JUN95	20	15A	15404	0
15A15404SD	2JUN95	29JUN95	20	15A	15404	30
15A15404ED	22JUN95	27JUL95	25	15A	15404	48
15A15404CB	23JUN95	21JUL95	20	15A	15404	0
15A15404UA	23JUN95	14JUL95	15	15A	15404	30
15A15404CC	30JUN95	28JUL95	20	15A	15404	0
15A15404UD	30JUN95	21JUL95	15	15A	15404	30
15A15404HA	17JUL95	28JUL95	10	15A	15404	30
15A15404EB	21JUL95	24AUG95	25	15A	15404	38
15A15404HD	24JUL95	4AUG95	10	15A	15404	30
15A15404SB	24JUL95	18AUG95	20	15A	15404	0



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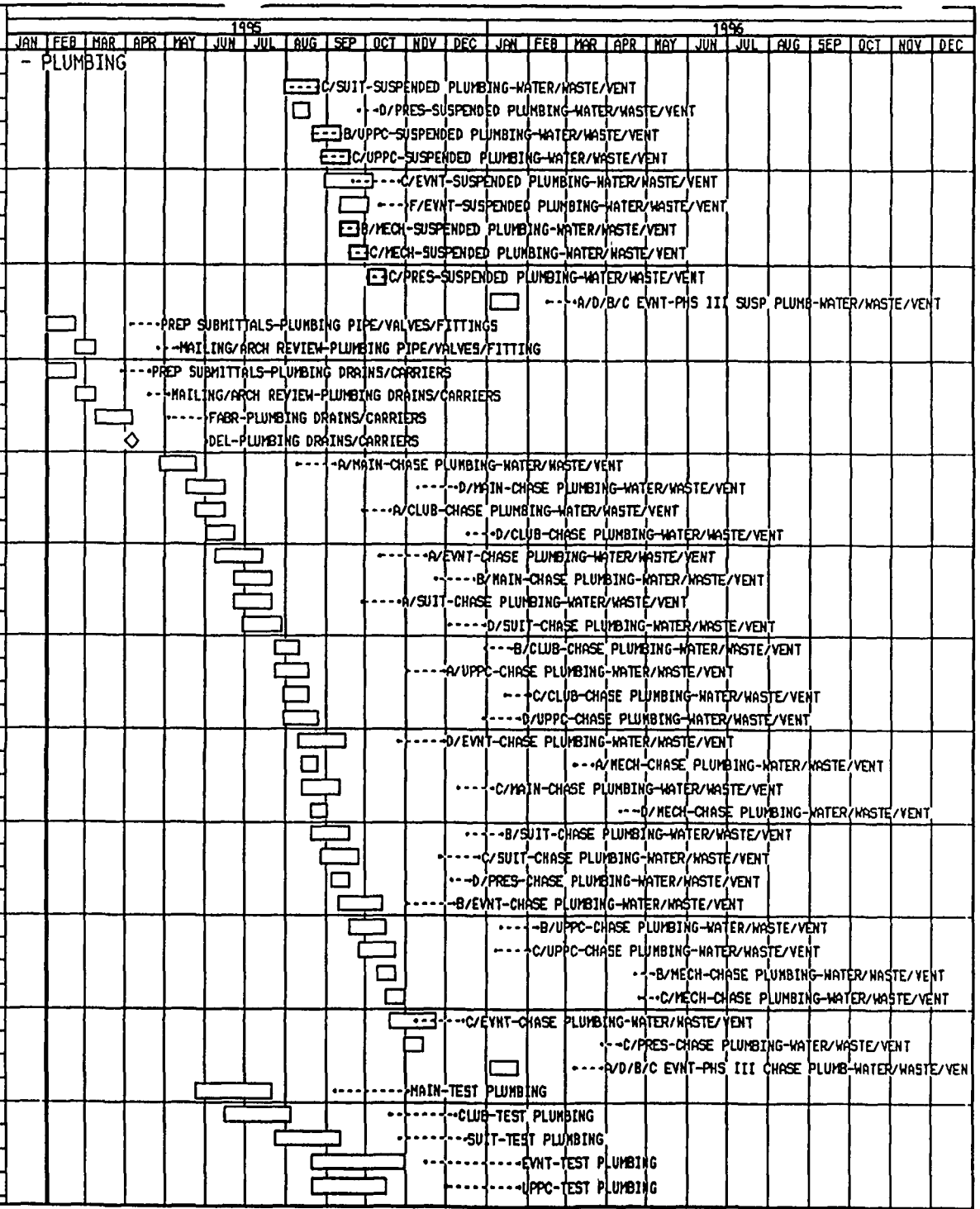
15A15404SC	31JUL95	25AUG95	20	15A	15404	0
15A15404PD	7AUG95	18AUG95	10	15A	15404	35
15A15404UB	21AUG95	115EP95	15	15A	15404	0
15A15404UC	28AUG95	185EP95	15	15A	15404	0
15A15404EC	31AUG95	5OCT95	25	15A	15404	14
15A15404F	12SEP95	20CT95	15	15A	15404	22
15A15404HB	12SEP95	255EP95	10	15A	15404	0
15A15404HC	19SEP95	20CT95	10	15A	15404	0
15A15404PC	3OCT95	16OCT95	10	15A	15404	0
15A15404EZ	4JAN96	24JAN96	15	15A	15404	31
15A-P1540S	1FEB95	21FEB95	15	15A	15405	45
15A-R1540S	22FEB95	8MAR95	11	15A	15405	45
15A-P1540G	1FEB95	21FEB95	15	15A	15406	40
15A-R1540G	22FEB95	8MAR95	11	15A	15406	40
15A-F1540G	9MAR95	5APR95	20	15A	15406	40
15A-D1540G		5APR95	0	15A	15406	40
15A15407MA	27APR95	24MAY95	20	15A	15407	73
15A15407MD	18MAY95	15JUN95	20	15A	15407	123
15A15407CA	25MAY95	15JUN95	15	15A	15407	88
15A15407CD	2JUN95	22JUN95	15	15A	15407	138
15A15407EA	9JUN95	14JUL95	25	15A	15407	87
15A15407MB	23JUN95	21JUL95	20	15A	15407	108
15A15407SA	23JUN95	21JUL95	20	15A	15407	68
15A15407SD	30JUN95	28JUL95	20	15A	15407	108
15A15407CB	24JUL95	11AUG95	15	15A	15407	113
15A15407UA	24JUL95	18AUG95	20	15A	15407	72
15A15407CC	31JUL95	18AUG95	15	15A	15407	118
15A15407UD	31JUL95	25AUG95	20	15A	15407	107
15A15407ED	11AUG95	155EP95	25	15A	15407	53
15A15407HA	14AUG95	25AUG95	10	15A	15407	147
15A15407MC	14AUG95	115EP95	20	15A	15407	83
15A15407HD	21AUG95	15EP95	10	15A	15407	167
15A15407SB	21AUG95	185EP95	20	15A	15407	83
15A15407SC	28AUG95	255EP95	20	15A	15407	64
15A15407PD	5SEP95	185EP95	10	15A	15407	65
15A15407EB	11SEP95	13OCT95	25	15A	15407	38
15A15407UB	19SEP95	16OCT95	20	15A	15407	82
15A15407UC	26SEP95	23OCT95	20	15A	15407	73
15A15407HB	10OCT95	23OCT95	10	15A	15407	139
15A15407HC	17OCT95	30OCT95	10	15A	15407	137
15A15407EC	20OCT95	23NOV95	25	15A	15407	14
15A15407PC	31OCT95	13NOV95	10	15A	15407	107
15A15407EZ	4JAN96	24JAN96	15	15A	15407	46
15A15408MA	25MAY95	21JUL95	40	15A	15408	73
15A15408CA	16JUN95	4AUG95	35	15A	15408	88
15A15408SA	24JUL95	115EP95	35	15A	15408	68
15A15408EA	21AUG95	30OCT95	50	15A	15408	62
15A15408UA	21AUG95	16OCT95	40	15A	15408	72



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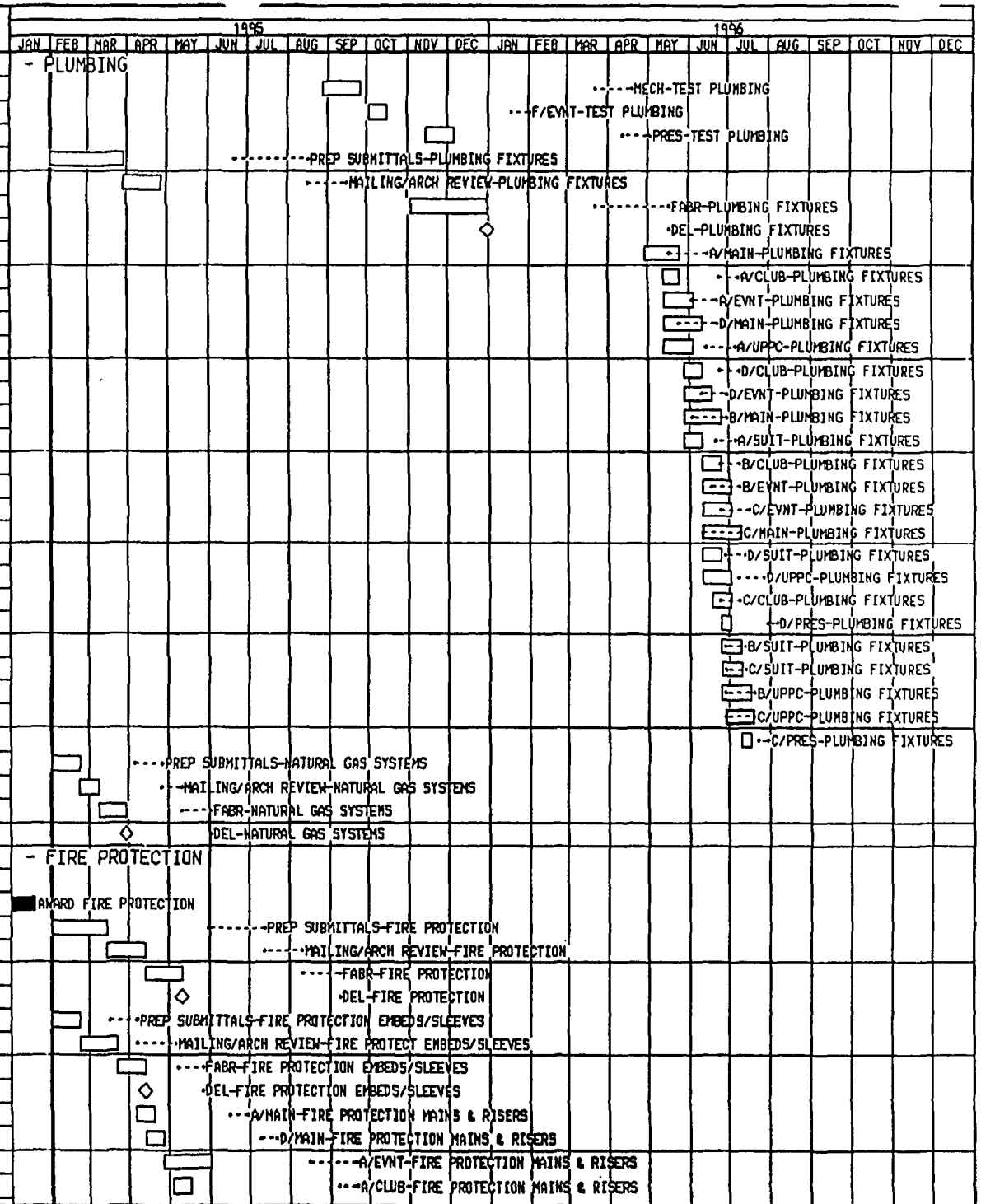
15A15408MA	28AUG95	25SEP95	20	15A	15408	147
15A15408F	30OCT95	16OCT95	10	15A	15408	77
15A15408PC	14NOV95	5DEC95	15	15A	15408	107
15A-P15440	1FEB95	28MAR95	40	15A	15440	99
15A-R15440	29MAR95	26APR95	21	15A	15440	99
15A-F15440	3NOV95	30DEC95	40	15A	15440	99
15A-D15440		30DEC95	0	15A	15440	99
15A15440MA	29APR96	24MAY96	20	15A	15440	14
15A15440CA	13MAY96	24MAY96	10	15A	15440	29
15A15440EA	13MAY96	3JUN96	15	15A	15440	14
15A15440MD	13MAY96	10JUN96	20	15A	15440	9
15A15440UA	13MAY96	3JUN96	15	15A	15440	23
15A15440CD	28MAY96	10JUN96	10	15A	15440	19
15A15440ED	28MAY96	17JUN96	15	15A	15440	9
15A15440MB	28MAY96	24JUN96	20	15A	15440	4
15A15440SA	28MAY96	10JUN96	10	15A	15440	18
15A15440CB	11JUN96	24JUN96	10	15A	15440	9
15A15440EB	11JUN96	1JUL96	15	15A	15440	4
15A15440EC	11JUN96	1JUL96	15	15A	15440	9
15A15440MC	11JUN96	9JUL96	20	15A	15440	0
15A15440SD	11JUN96	24JUN96	10	15A	15440	13
15A15440UD	11JUN96	1JUL96	15	15A	15440	18
15A15440CC	18JUN96	1JUL96	10	15A	15440	4
15A15440PD	25JUN96	1JUL96	5	15A	15440	24
15A15440SB	25JUN96	9JUL96	10	15A	15440	3
15A15440SC	25JUN96	9JUL96	10	15A	15440	3
15A15440UB	25JUN96	16JUL96	15	15A	15440	3
15A15440UC	28JUN96	19JUL96	15	15A	15440	0
15A15440PC	10JUL96	16JUL96	5	15A	15440	9
15A-P15484	1FEB95	21FEB95	15	15A	15484	45
15A-R15484	22FEB95	8MAR95	11	15A	15484	45
15A-F15484	9MAR95	29MAR95	15	15A	15484	45
15A-D15484		29MAR95	0	15A	15484	45
15B-B15310	26OCT94A	2DEC94A	27	15B	15310	
15B-A15310	5DEC94A	18JAN95A	31	15B	15310	
15B-P15310	1FEB95	14MAR95	30	15B	15310	84
15B-R15310	15MAR95	12APR95	21	15B	15310	84
15B-F15310	13APR95	10MAY95	20	15B	15310	84
15B-D15310		10MAY95	0	15B	15310	84
15B-P15311	1FEB95	21FEB95	15	15B	15311	32
15B-R15311	22FEB95	22MAR95	21	15B	15311	32
15B-F15311	23MAR95	12APR95	15	15B	15311	32
15B-D15311		12APR95	0	15B	15311	32
15B15314MA	6APR95	19APR95	10	15B	15314	50
15B15314MD	13APR95	26APR95	10	15B	15314	60
15B15314EA	27APR95	1JUN95	25	15B	15314	77
15B15314CA	4MAY95	17MAY95	10	15B	15314	88



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
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15B15314MB	2JUN95	15JUN95	10	15B	15314	83
15B15314SA	2JUN95	15JUN95	10	15B	15314	68
15B15314MC	9JUN95	22JUN95	10	15B	15314	64
15B15314SD	9JUN95	22JUN95	10	15B	15314	45
15B15314ED	29JUN95	3AUG95	25	15B	15314	53
15B15314CB	30JUN95	14JUL95	10	15B	15314	88
15B15314UA	30JUN95	14JUL95	10	15B	15314	72
15B15314CC	10JUL95	21JUL95	10	15B	15314	69
15B15314UD	10JUL95	21JUL95	10	15B	15314	45
15B15314MA	24JUL95	4AUG95	10	15B	15314	97
15B15314EB	28JUL95	31AUG95	25	15B	15314	38
15B15314MD	31JUL95	11AUG95	10	15B	15314	45
15B15314SB	31JUL95	11AUG95	10	15B	15314	68
15B15314SC	7AUG95	18AUG95	10	15B	15314	49
15B15314PD	14AUG95	25AUG95	10	15B	15314	45
15B15314UB	28AUG95	11SEP95	10	15B	15314	67
15B15314UC	5SEP95	18SEP95	10	15B	15314	58
15B15314EC	8SEP95	12OCT95	25	15B	15314	14
15B15314F	19SEP95	2OCT95	10	15B	15314	22
15B15314MB	19SEP95	2OCT95	10	15B	15314	61
15B15314MC	26SEP95	9OCT95	10	15B	15314	56
15B15314PC	10OCT95	23OCT95	10	15B	15314	0
15B15314EZ	11JAN96	31JAN96	15	15B	15314	31
15B15316MA	25MAY95	22JUN95	20	15B	15316	168
15B15316CA	16JUN95	14JUL95	20	15B	15316	163
15B15316MD	16JUN95	14JUL95	20	15B	15316	153
15B15316CD	23JUN95	21JUL95	20	15B	15316	158
15B15316EA	30JUN95	11AUG95	30	15B	15316	147
15B15316MB	24JUL95	18AUG95	20	15B	15316	128
15B15316SA	24JUL95	18AUG95	20	15B	15316	148
15B15316SD	31JUL95	25AUG95	20	15B	15316	143
15B15316CB	14AUG95	11SEP95	20	15B	15316	123
15B15316CC	21AUG95	18SEP95	20	15B	15316	118
15B15316UA	21AUG95	18SEP95	20	15B	15316	147
15B15316UD	28AUG95	25SEP95	20	15B	15316	142
15B15316ED	1SEP95	13OCT95	30	15B	15316	118
15B15316MA	12SEP95	25SEP95	10	15B	15316	132
15B15316MC	12SEP95	9OCT95	20	15B	15316	93
15B15316MD	14SEP95	20OCT95	10	15B	15316	182
15B15316SB	14SEP95	16OCT95	20	15B	15316	108
15B15316PD	26SEP95	23OCT95	20	15B	15316	162
15B15316SC	26SEP95	23OCT95	20	15B	15316	103
15B15316EB	20OCT95	10NOV95	30	15B	15316	103
15B15316UB	17OCT95	13NOV95	20	15B	15316	107
15B15316UC	24OCT95	20NOV95	20	15B	15316	102
15B15316F	31OCT95	27NOV95	20	15B	15316	92
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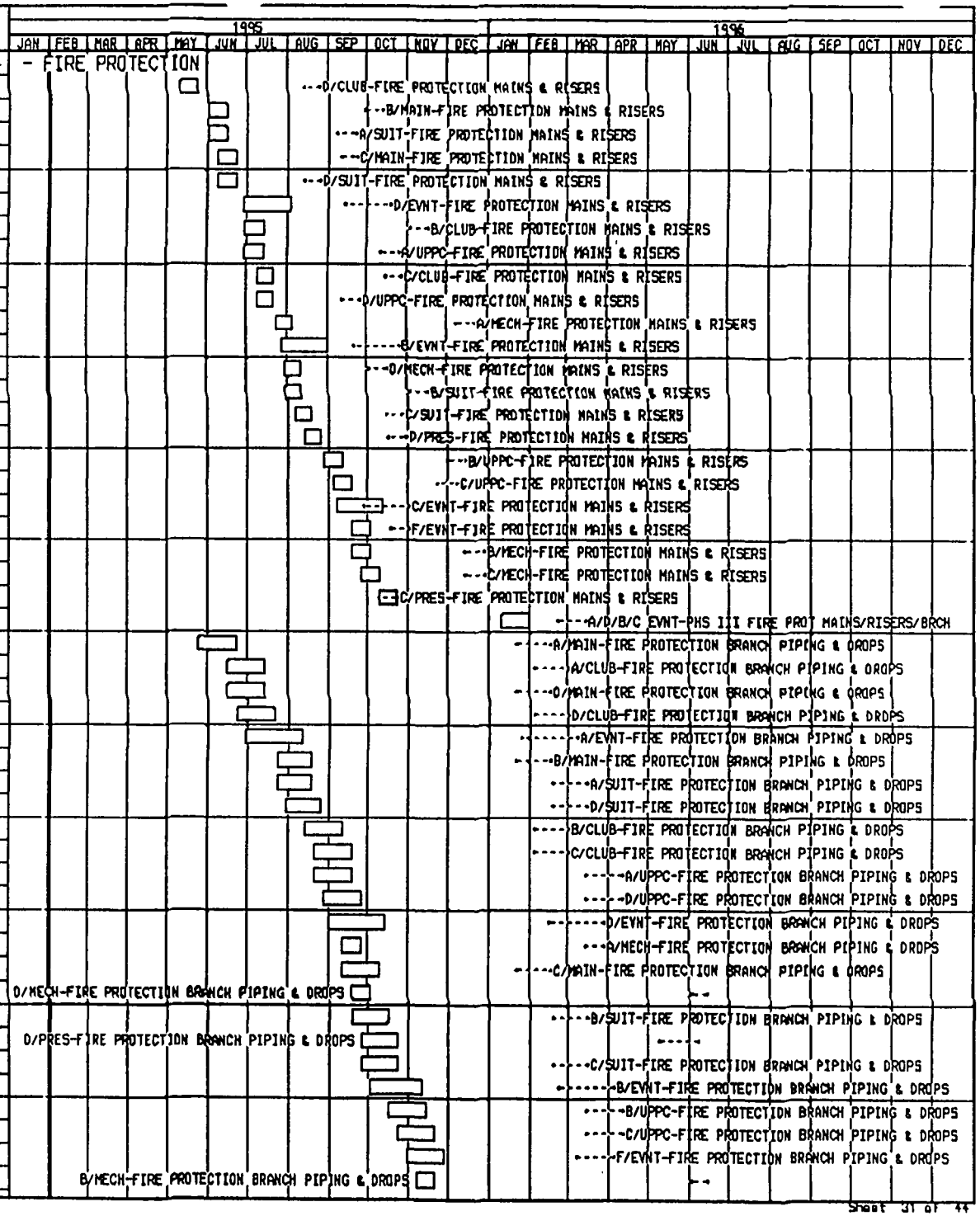

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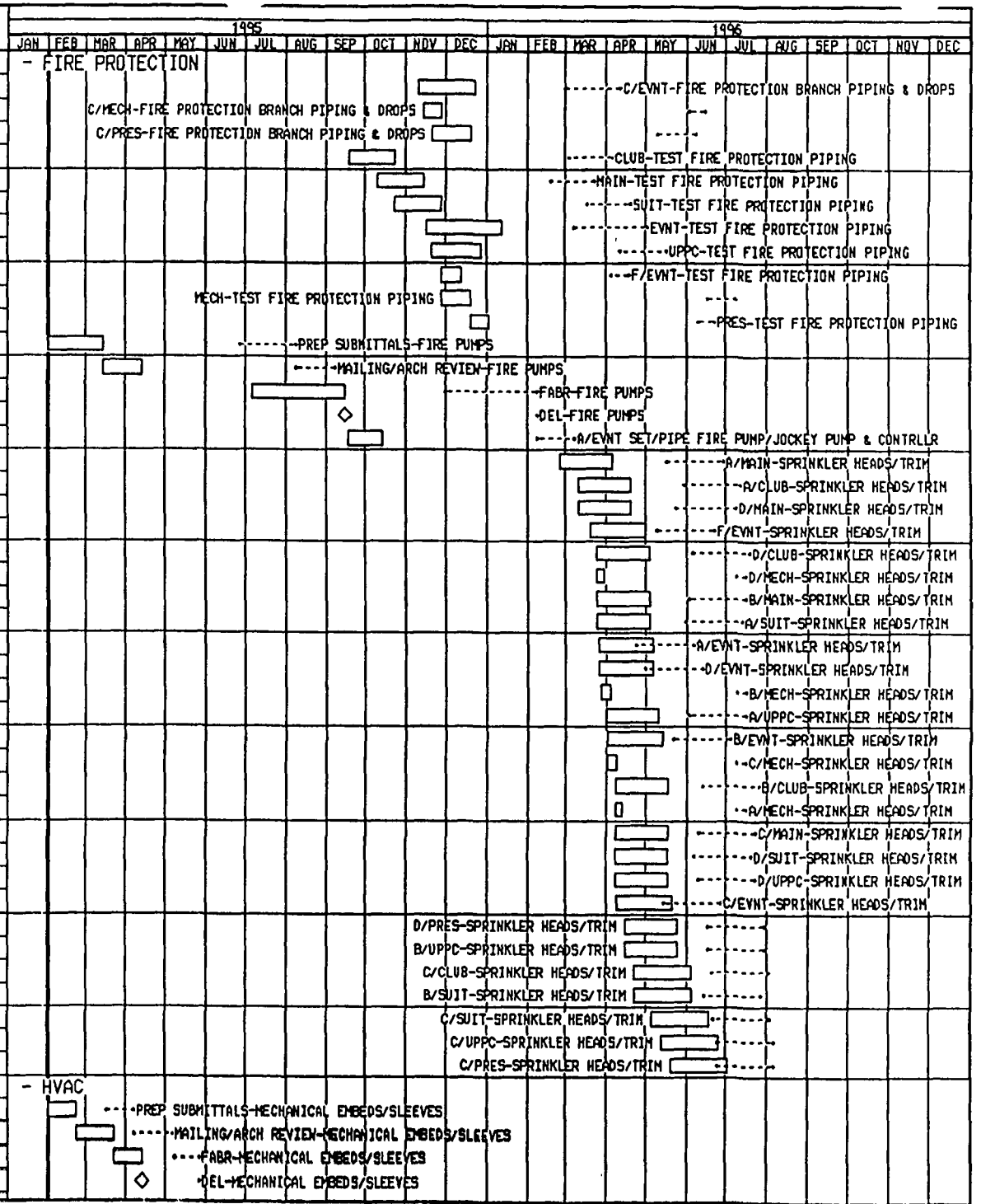
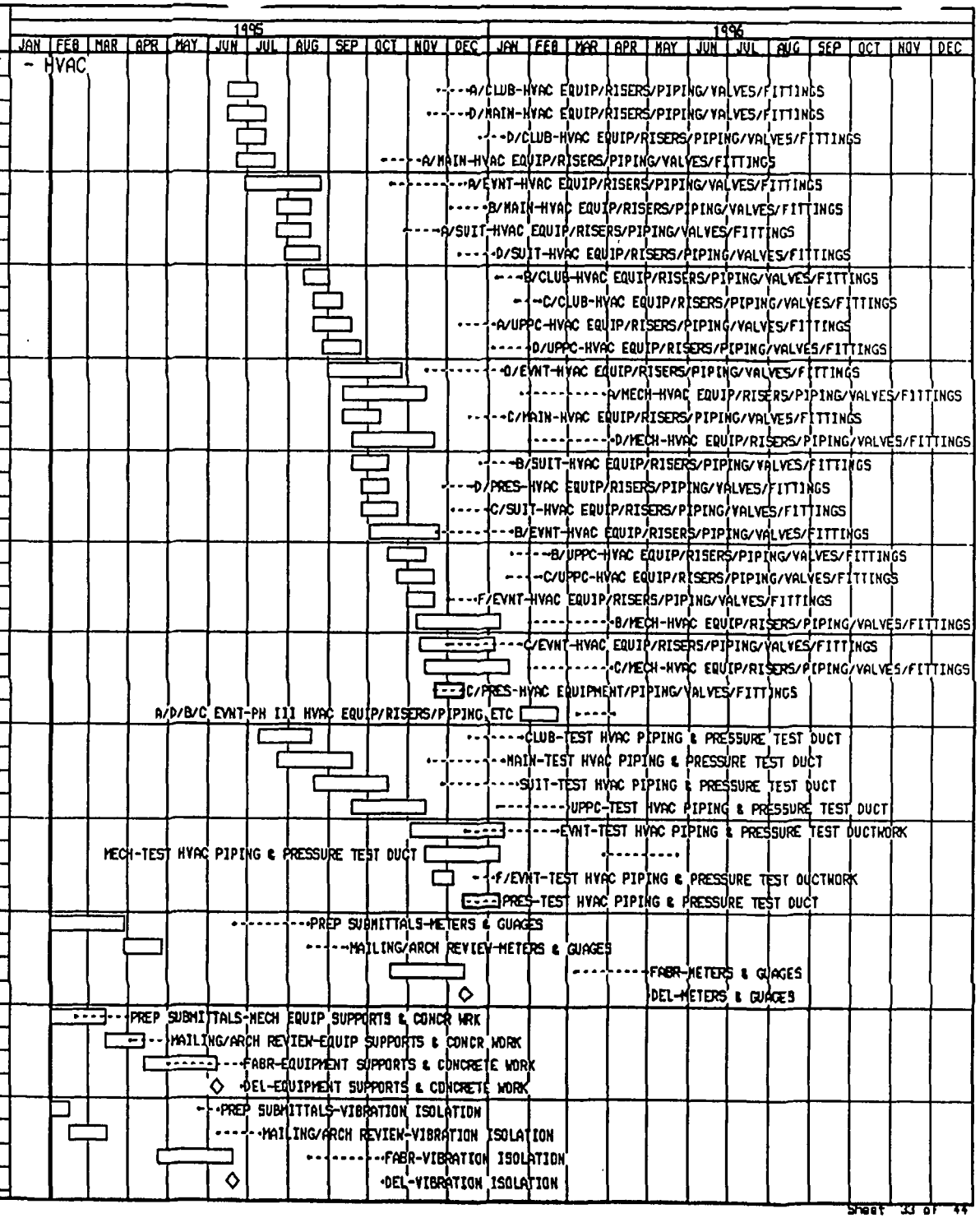
15B15316PC	21NOV95	19DEC95	20	15B	15316	122
15B15318CA	19SEP95	23OCT95	25	15B	15318	118
15B15318MA	10OCT95	13NOV95	25	15B	15318	93
15B15318SA	24OCT95	27NOV95	25	15B	15318	103
15B15318EA	17NOV95	12JAN96	40	15B	15318	79
15B15318UA	21NOV95	27DEC95	25	15B	15318	102
15B15318F	28NOV95	12DEC95	10	15B	15318	92
15B15318HA	28NOV95	19DEC95	15	15B	15318	142
15B15318PC	20DEC95	2JAN96	10	15B	15318	122
15B-P15320	1FEB95	14MAR95	30	15B	15320	103
15B-R15320	15MAR95	12APR95	21	15B	15320	103
15B-F15320	7JUL95	15SEP95	50	15B	15320	103
15B-D15320		15SEP95	0	15B	15320	103
15B15320EA	18SEP95	13OCT95	20	15B	15320	103
15B15325MA	26FEB96	5APR96	30	15B	15325	59
15B15325CA	11MAR96	19APR96	30	15B	15325	57
15B15325MD	11MAR96	19APR96	30	15B	15325	54
15B15325F	20MAR96	30APR96	30	15B	15325	37
15B15325CD	25MAR96	3MAY96	30	15B	15325	52
15B15325HD	25MAR96	29MAR96	5	15B	15325	74
15B15325MB	25MAR96	3MAY96	30	15B	15325	49
15B15325SA	25MAR96	3MAY96	30	15B	15325	48
15B15325EA	26MAR96	6MAY96	30	15B	15325	21
15B15325ED	26MAR96	6MAY96	30	15B	15325	26
15B15325HB	28MAR96	3APR96	5	15B	15325	71
15B15325UA	1APR96	10MAY96	30	15B	15325	44
15B15325EB	2APR96	13MAY96	30	15B	15325	36
15B15325HC	2APR96	8APR96	5	15B	15325	68
15B15325CB	8APR96	17MAY96	30	15B	15325	47
15B15325HA	8APR96	12APR96	5	15B	15325	64
15B15325MC	8APR96	17MAY96	30	15B	15325	44
15B15325SD	8APR96	17MAY96	30	15B	15325	43
15B15325UD	8APR96	17MAY96	30	15B	15325	44
15B15325EC	9APR96	20MAY96	30	15B	15325	26
15B15325PD	15APR96	24MAY96	30	15B	15325	44
15B15325UB	15APR96	24MAY96	30	15B	15325	44
15B15325CC	22APR96	3JUN96	30	15B	15325	42
15B15325SB	22APR96	3JUN96	30	15B	15325	38
15B15325SC	6MAY96	17JUN96	30	15B	15325	33
15B15325UC	13MAY96	24JUN96	30	15B	15325	29
15B15325PC	20MAY96	1JUL96	30	15B	15325	24
15C-P15000	1FEB95	21FEB95	15	15C	15000	32
15C-R15000	22FEB95	22MAR95	21	15C	15000	32
15C-F15000	23MAR95	18APR95	15	15C	15000	32
15C-D15000		12APR95	0	15C	15000	32



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
15C15065CA	16JUN95	7JUL95	15	15C	15065	113
15C15065MD	16JUN95	14JUL95	20	15C	15065	108
15C15065CD	23JUN95	14JUL95	15	15C	15065	128
15C15065MA	23JUN95	21JUL95	20	15C	15065	78
15C15065EA	30JUN95	25AUG95	40	15C	15065	77
15C15065MB	24JUL95	18AUG95	20	15C	15065	93
15C15065SA	24JUL95	18AUG95	20	15C	15065	69
15C15065SD	31JUL95	25AUG95	20	15C	15065	93
15C15065CB	14AUG95	15SEP95	15	15C	15065	103
15C15065CC	21AUG95	115EP95	15	15C	15065	108
15C15065UA	21AUG95	185EP95	20	15C	15065	78
15C15065UD	28AUG95	255EP95	20	15C	15065	92
15C15065ED	15SEP95	270CT95	40	15C	15065	53
15C15065HA	12SEP95	13NOV95	45	15C	15065	97
15C15065MC	12SEP95	9OCT95	20	15C	15065	68
15C15065HD	19SEP95	20NOV95	45	15C	15065	96
15C15065SB	19SEP95	16OCT95	20	15C	15065	68
15C15065PD	26SEP95	16OCT95	15	15C	15065	45
15C15065SC	26SEP95	23OCT95	20	15C	15065	49
15C15065EB	20CT95	24NOV95	40	15C	15065	38
15C15065UB	17OCT95	13NOV95	20	15C	15065	67
15C15065UC	24OCT95	20NOV95	20	15C	15065	58
15C15065F	31OCT95	20NOV95	15	15C	15065	22
15C15065HB	7NOV95	9JAN96	45	15C	15065	61
15C15065EC	10NOV95	5JAN96	40	15C	15065	14
15C15065HC	14NOV95	16JAN96	45	15C	15065	56
15C15065PC	21NOV95	12DEC95	15	15C	15065	0
15C15065EZ	25JAN96	21FEB96	20	15C	15065	31
15C15066CA	10JUL95	18AUG95	30	15C	15066	113
15C15066MA	24JUL95	185EP95	40	15C	15066	83
15C15066SA	21AUG95	16OCT95	40	15C	15066	69
15C15066UA	19SEP95	13NOV95	40	15C	15066	78
15C15066EA	3NOV95	12JAN96	50	15C	15066	29
15C15066HA	14NOV95	9JAN96	40	15C	15066	97
15C15066F	21NOV95	5DEC95	10	15C	15066	22
15C15066PC	13DEC95	9JAN96	20	15C	15066	0
15C-P15130	1FEB95	28MAR95	40	15C	15130	99
15C-R15130	29MAR95	26APR95	21	15C	15130	99
15C-F15130	19OCT95	14DEC95	40	15C	15130	99
15C-D15130		14DEC95	0	15C	15130	99
15C-P15140	1FEB95	14MAR95	30	15C	15140	13
15C-R15140	15MAR95	12APR95	21	15C	15140	13
15C-F15140	13APR95	7JUN95	39	15C	15140	13
15C-D15140		7JUN95	0	15C	15140	13
15C-P15141	1FEB95	14FEB95	10	15C	15141	81
15C-R15141	15FEB95	15MAR95	21	15C	15141	81
15C-F15141	24APR95	19JUN95	40	15C	15141	81
15C-D15141		19JUN95	0	15C	15141	81



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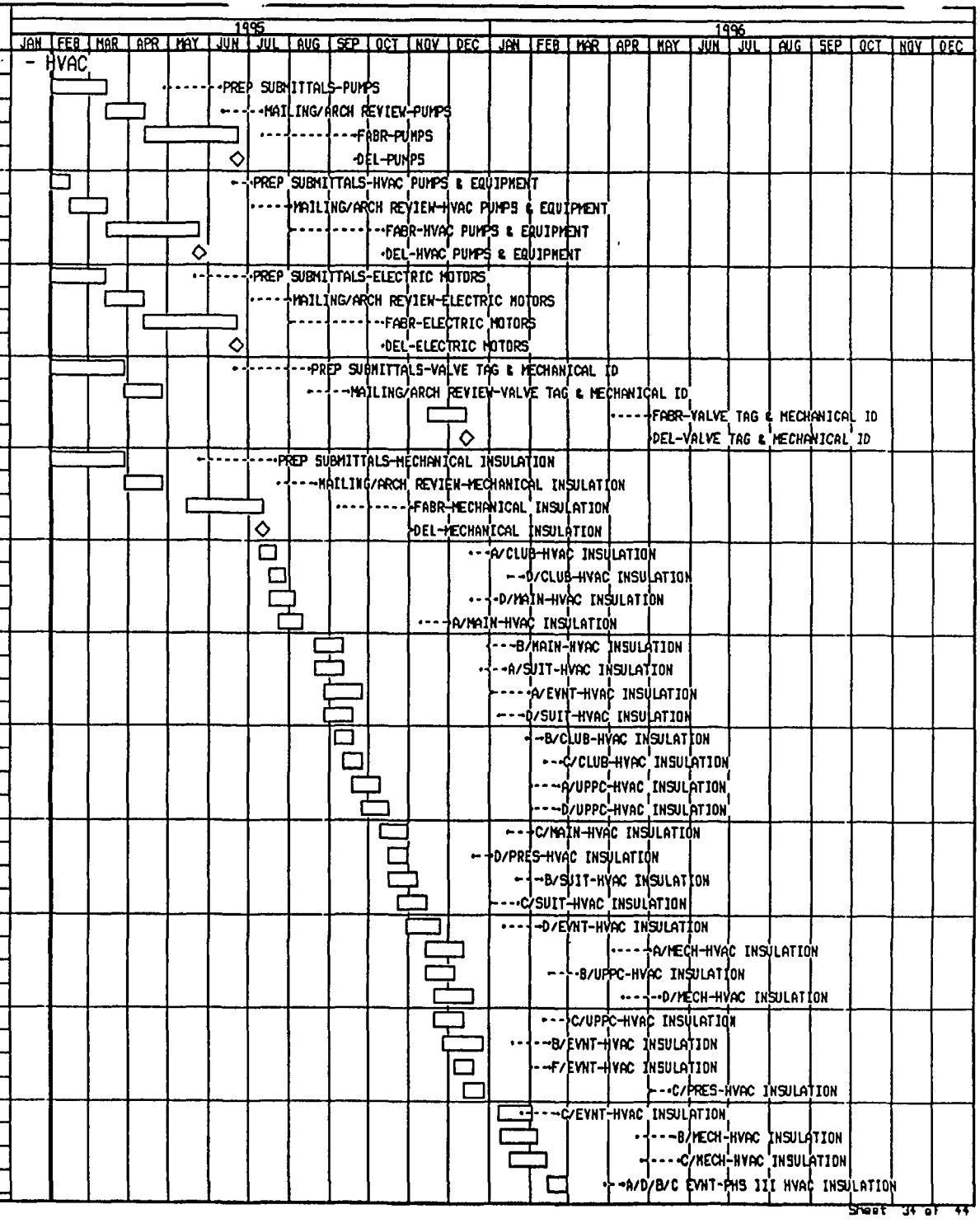
15C-E15160	1FEB95	14MAR95	30	15C	15160	62
15C-R15160	15MAR95	12APR95	21	15C	15160	62
15C-F15160	13APR95	22JUN95	50	15C	15160	62
15C-D15160		22JUN95	0	15C	15160	62
15C-P15162	1FEB95	14FEB95	10	15C	15162	98
15C-R15162	15FEB95	15MAR95	21	15C	15162	98
15C-F15162	16MAR95	24MAY95	50	15C	15162	98
15C-D15162		24MAY95	0	15C	15162	98
15C-P15170	1FEB95	14MAR95	30	15C	15170	78
15C-R15170	15MAR95	12APR95	21	15C	15170	78
15C-F15170	13APR95	22JUN95	50	15C	15170	78
15C-D15170		22JUN95	0	15C	15170	78
15C-P15190	1FEB95	28MAR95	40	15C	15190	99
15C-R15190	29MAR95	26APR95	21	15C	15190	99
15C-F15190	16NOV95	14DEC95	20	15C	15190	99
15C-D15190		14DEC95	0	15C	15190	99
15C-P15250	1FEB95	28MAR95	40	15C	15250	81
15C-R15250	29MAR95	26APR95	21	15C	15250	81
15C-F15250	15MAY95	11JUL95	40	15C	15250	81
15C-D15250		11JUL95	0	15C	15250	81
15C15251CA	10JUL95	21JUL95	10	15C	15251	113
15C15251CD	17JUL95	28JUL95	10	15C	15251	128
15C15251MD	17JUL95	4AUG95	15	15C	15251	108
15C15251MA	24JUL95	11AUG95	15	15C	15251	78
15C15251MB	21AUG95	115EP95	15	15C	15251	93
15C15251SA	21AUG95	115EP95	15	15C	15251	88
15C15251EA	28AUG95	255EP95	20	15C	15251	90
15C15251SD	28AUG95	185EP95	15	15C	15251	93
15C15251CB	5SEP95	185EP95	10	15C	15251	103
15C15251CC	12SEP95	255EP95	10	15C	15251	108
15C15251UA	19SEP95	9OCT95	15	15C	15251	97
15C15251UD	26SEP95	16OCT95	15	15C	15251	92
15C15251MC	10OCT95	30OCT95	15	15C	15251	68
15C15251PD	17OCT95	30OCT95	10	15C	15251	45
15C15251SB	17OCT95	6NOV95	15	15C	15251	68
15C15251SC	24OCT95	13NOV95	15	15C	15251	49
15C15251ED	30OCT95	24NOV95	20	15C	15251	53
15C15251HA	14NOV95	12DEC95	20	15C	15251	102
15C15251UB	14NOV95	5DEC95	15	15C	15251	67
15C15251HD	21NOV95	19DEC95	20	15C	15251	102
15C15251UC	21NOV95	12DEC95	15	15C	15251	58
15C15251EB	27NOV95	26DEC95	20	15C	15251	38
15C15251F	6DEC95	19DEC95	10	15C	15251	42
15C15251PC	13DEC95	27DEC95	10	15C	15251	102
15C15251EC	8JAN96	2FEB96	20	15C	15251	14
15C15251HB	10JAN96	6FEB96	20	15C	15251	74
15C15251HC	17JAN96	13FEB96	20	15C	15251	72
15C15251EZ	15FEB96	28FEB96	10	15C	15251	31



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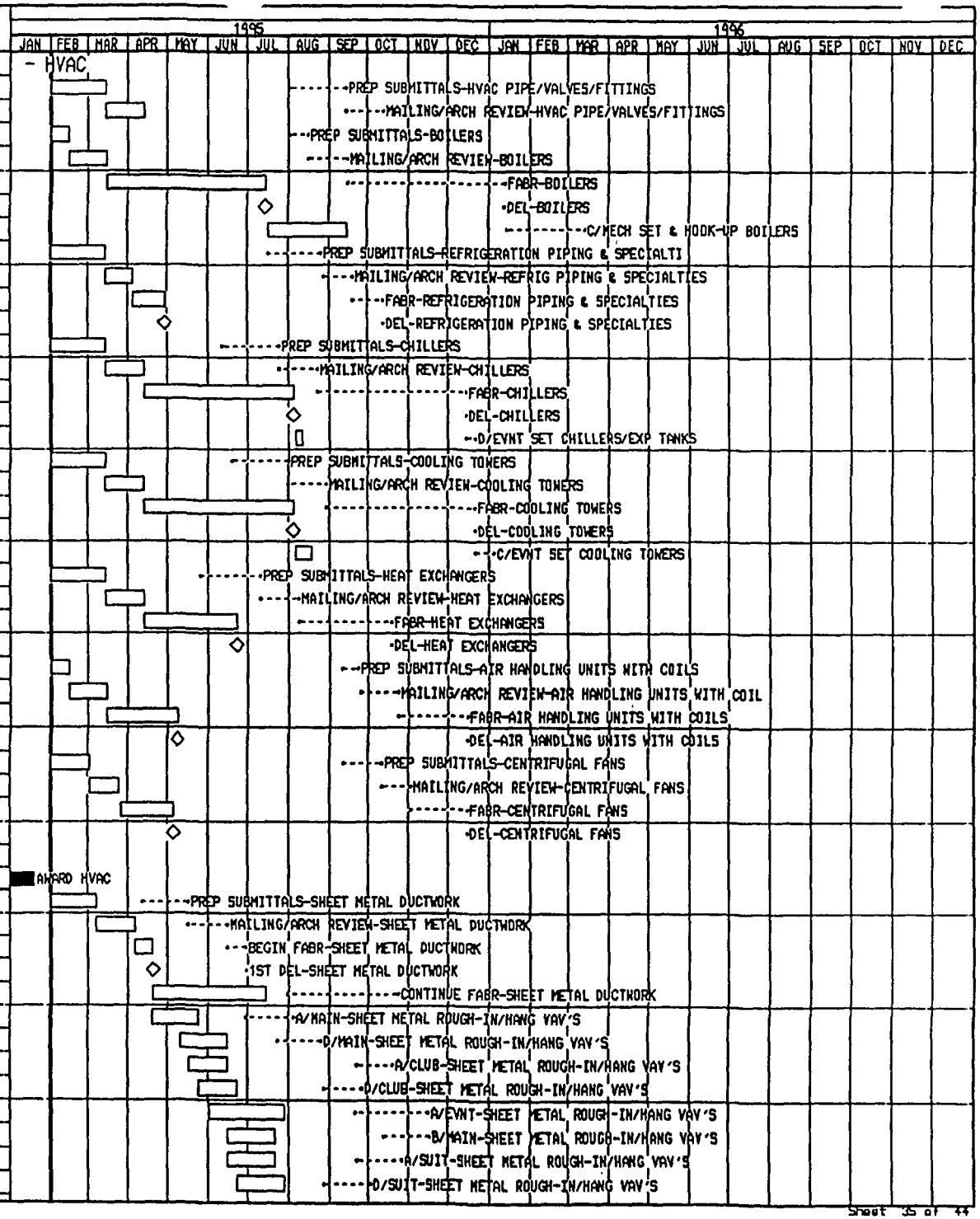
- HVAC						
15C-P15515	1FEB95	14MAR95	30	15C	15515	128
15C-R15515	15MAR95	12APR95	21	15C	15515	128
15C-P15555	1FEB95	14FEB95	10	15C	15555	128
15C-R15555	15FEB95	15MAR95	21	15C	15555	128
15C-F15555	16MAR95	14JUL95	85	15C	15555	128
15C-D15555		14JUL95	0	15C	15555	128
15C15555EA	17JUL95	14SEP95	43	15C	15555	128
15C-P15650	1FEB95	14MAR95	30	15C	15650	116
15C-R15650	15MAR95	4APR95	15	15C	15650	116
15C-F15650	5APR95	28APR95	18	15C	15650	116
15C-D15650		28APR95	0	15C	15650	116
15C-P15685	1FEB95	14MAR95	30	15C	15685	92
15C-R15685	15MAR95	12APR95	21	15C	15685	92
15C-F15685	13APR95	4AUG95	80	15C	15685	92
15C-D15685		4AUG95	0	15C	15685	92
15C15555ED	7AUG95	11AUG95	5	15C	15685	92
15C-P15710	1FEB95	14MAR95	30	15C	15710	97
15C-R15710	15MAR95	12APR95	21	15C	15710	97
15C-F15710	13APR95	4AUG95	80	15C	15710	97
15C-D15710		4AUG95	0	15C	15710	97
15C15710MA	7AUG95	18AUG95	10	15C	15710	97
15C-P15755	1FEB95	14MAR95	30	15C	15755	82
15C-R15755	15MAR95	12APR95	21	15C	15755	82
15C-F15755	13APR95	22JUN95	50	15C	15755	82
15C-D15755		22JUN95	0	15C	15755	82
15C-P15855	1FEB95	14FEB95	10	15C	15855	155
15C-R15855	15FEB95	15MAR95	21	15C	15855	155
15C-F15855	16MAR95	8MAY95	38	15C	15855	155
15C-D15855		8MAY95	0	15C	15855	155
15C-P15860	1FEB95	2MAR95	22	15C	15860	156
15C-R15860	3MAR95	24MAR95	16	15C	15860	156
15C-F15860	27MAR95	5MAY95	30	15C	15860	156
15C-D15860		5MAY95	0	15C	15860	156
15C-B15890	26OCT94A	2DEC94A	27	15C	15890	
15C-A15890	5DEC94A	18JAN95A	31	15C	15890	
15C-P15890	1FEB95	7MAR95	25	15C	15890	50
15C-R15890	8MAR95	5APR95	21	15C	15890	50
15C-F15890	6APR95	19APR95	10	15C	15890	50
15C-D15890		19APR95	0	15C	15890	50
15C-C15890	20APR95	14JUL95	60	15C	15890	70
15C15890MA	20APR95	24MAY95	25	15C	15890	50
15C15890MD	11MAY95	15JUN95	25	15C	15890	50
15C15890CA	18MAY95	15JUN95	20	15C	15890	88
15C15890CD	25MAY95	22JUN95	20	15C	15890	65
15C15890EA	2JUN95	28JUL95	40	15C	15890	77
15C15890MB	16JUN95	21JUL95	25	15C	15890	83
15C15890SA	16JUN95	21JUL95	25	15C	15890	68
15C15890SD	23JUN95	28JUL95	25	15C	15890	45



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
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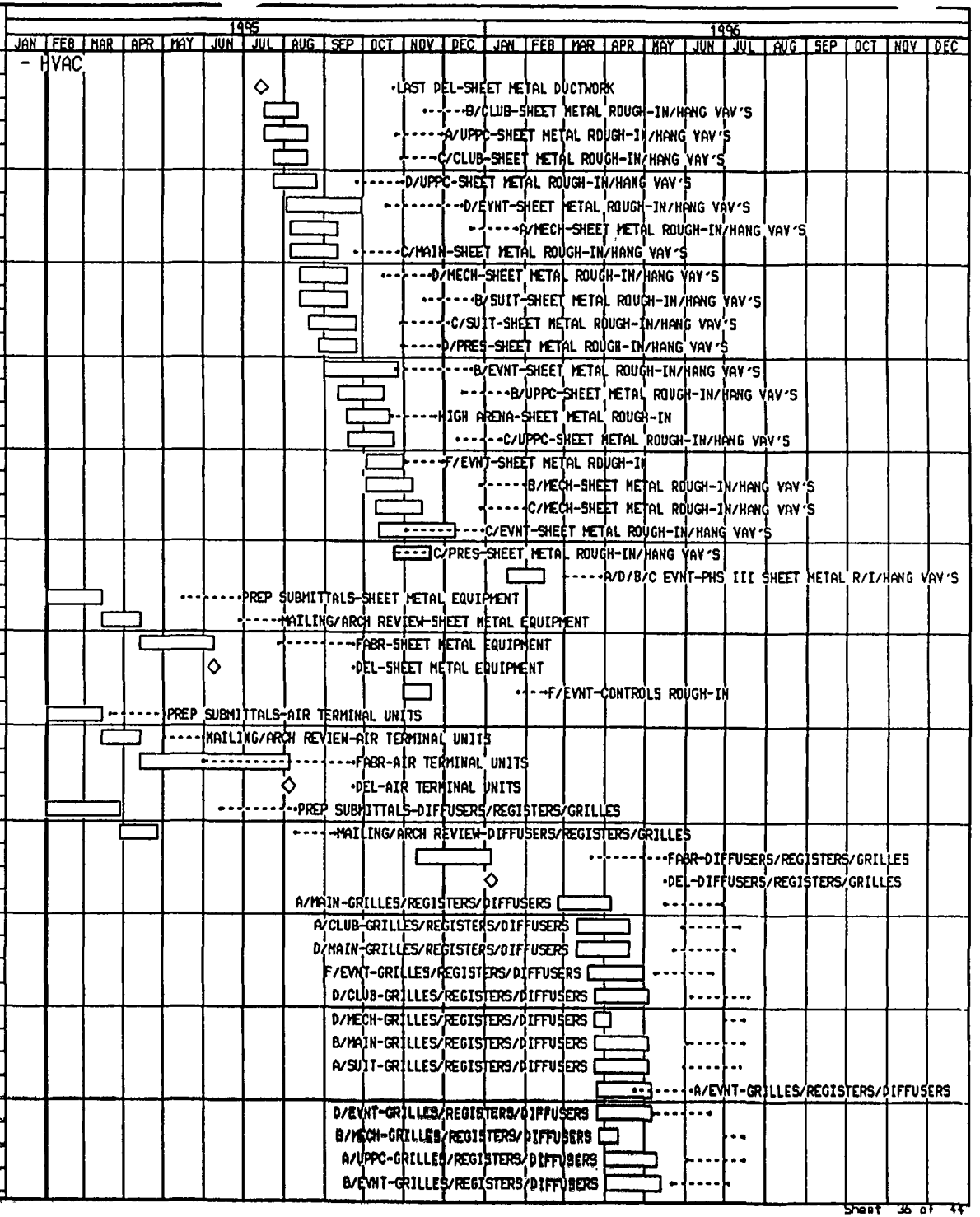
15C15890UA	17JUL95	18AUG95	25	15C	15890	72
15C15890CC	24JUL95	18AUG95	20	15C	15890	69
15C15890UD	24JUL95	25AUG95	25	15C	15890	45
15C15890ED	4AUG95	29SEP95	40	15C	15890	53
15C15890HA	7AUG95	11SEP95	25	15C	15890	97
15C15890MC	7AUG95	11SEP95	25	15C	15890	34
15C15890HD	14AUG95	18SEP95	25	15C	15890	45
15C15890SB	14AUG95	18SEP95	25	15C	15890	68
15C15890SC	21AUG95	25SEP95	25	15C	15890	49
15C15890PD	28AUG95	25SEP95	20	15C	15890	45
15C15890EB	15SEP95	27OCT95	40	15C	15890	38
15C15890UB	12SEP95	16OCT95	25	15C	15890	67
15C15890BS	18SEP95	20OCT95	25	15C	15890	25
15C15890UC	19SEP95	23OCT95	25	15C	15890	58
15C15890F	30CT95	30OCT95	20	15C	15890	22
15C15890HB	30CT95	6NOV95	25	15C	15890	61
15C15890HC	10OCT95	13NOV95	25	15C	15890	56
15C15890EC	13OCT95	8DEC95	40	15C	15890	14
15C15890PC	24OCT95	20NOV95	20	15C	15890	0
15C15890EZ	18JAN96	14FEB96	20	15C	15890	31
15C-P15910	1FEB95	14MAR95	30	15C	15910	74
15C-R15910	15MAR95	12APR95	21	15C	15910	74
15C-F15910	13APR95	8JUN95	40	15C	15910	74
15C-D15910		8JUN95	0	15C	15910	74
15C15910F	31OCT95	20NOV95	15	15C	15910	62
15C-P15930	1FEB95	14MAR95	30	15C	15930	34
15C-R15930	15MAR95	12APR95	21	15C	15930	34
15C-F15930	13APR95	4AUG95	80	15C	15930	34
15C-D15930		4AUG95	0	15C	15930	34
15C-P15935	1FEB95	28MAR95	40	15C	15935	94
15C-R15935	29MAR95	26APR95	21	15C	15935	94
15C-F15935	10NOV95	5JAN96	40	15C	15935	94
15C-D15935		5JAN96	0	15C	15935	94
15C15935MA	26FEB96	5APR96	30	15C	15935	59
15C15935CA	11MAR96	19APR96	30	15C	15935	57
15C15935MD	11MAR96	19APR96	30	15C	15935	54
15C15935F	20MAR96	30APR96	30	15C	15935	37
15C15935CD	25MAR96	3MAY96	30	15C	15935	52
15C15935HD	25MAR96	5APR96	10	15C	15935	69
15C15935MB	25MAR96	3MAY96	30	15C	15935	49
15C15935SA	25MAR96	3MAY96	30	15C	15935	48
15C15935EA	26MAR96	6MAY96	30	15C	15935	21
15C15935ED	26MAR96	6MAY96	30	15C	15935	31
15C15935HB	28MAR96	10APR96	10	15C	15935	66
15C15935UA	10APR96	10MAY96	30	15C	15935	44
15C15935EB	20APR96	13MAY96	30	15C	15935	36



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15C15955EA	3AUG95	7SEP95	25	15C	15955	102
15C15955MB	21AUG95	11SEP95	15	15C	15955	93
15C15955SA	21AUG95	11SEP95	15	15C	15955	88
15C15955CB	28AUG95	18SEP95	15	15C	15955	103
15C15955SD	29AUG95	19SEP95	15	15C	15955	92
15C15955UA	12SEP95	2OCT95	15	15C	15955	102
15C15955ED	18SEP95	20OCT95	25	15C	15955	78
15C15955HA	19SEP95	9OCT95	15	15C	15955	147
15C15955UD	20SEP95	10OCT95	15	15C	15955	96
15C15955HD	27SEP95	17OCT95	15	15C	15955	146
15C15955MC	10OCT95	30OCT95	15	15C	15955	68
15C15955PD	11OCT95	31OCT95	15	15C	15955	44
15C15955EB	16OCT95	17NOV95	25	15C	15955	63
15C15955CC	17OCT95	6NOV95	15	15C	15955	78
15C15955SB	17OCT95	6NOV95	15	15C	15955	68
15C15955UB	7NOV95	27NOV95	15	15C	15955	72
15C15955HB	14NOV95	5DEC95	15	15C	15955	119
15C15955SC	14NOV95	5DEC95	15	15C	15955	34
15C15955EC	24NOV95	30DEC95	25	15C	15955	39
15C15955UC	6DEC95	27DEC95	15	15C	15955	48
15C15955HC	13DEC95	2JAN96	15	15C	15955	102
15C15955PC	28DEC95	16JAN96	15	15C	15955	87
15C15955EZ	1FEB96	21FEB96	15	15C	15955	36
15C15980HD	25MAR96	12APR96	15	15C	15980	64
15C15980HB	28MAR96	17APR96	15	15C	15980	61
15C15980HC	2APR96	22APR96	15	15C	15980	58
15C15980HA	8APR96	26APR96	15	15C	15980	54
15C15980MA	8APR96	26APR96	15	15C	15980	44
15C15980CA	22APR96	10MAY96	15	15C	15980	42
15C15980MD	22APR96	10MAY96	15	15C	15980	39
15C15980F	1MAY96	21MAY96	15	15C	15980	22
15C15980CD	6MAY96	24MAY96	15	15C	15980	37
15C15980MB	6MAY96	24MAY96	15	15C	15980	34
15C15980SA	6MAY96	24MAY96	15	15C	15980	33
15C15980EA	8MAY96	29MAY96	15	15C	15980	5
15C15980UA	13MAY96	3JUN96	15	15C	15980	29
15C15980CB	20MAY96	10JUN96	15	15C	15980	32
15C15980MC	20MAY96	10JUN96	15	15C	15980	29
15C15980SD	20MAY96	10JUN96	15	15C	15980	28
15C15980UD	20MAY96	10JUN96	15	15C	15980	29
15C15980ED	21MAY96	11JUN96	15	15C	15980	6
15C15980PD	28MAY96	17JUN96	15	15C	15980	29
15C15980UB	28MAY96	17JUN96	15	15C	15980	29
15C15980EB	29MAY96	18JUN96	15	15C	15980	11
15C15980CC	4JUN96	24JUN96	15	15C	15980	27
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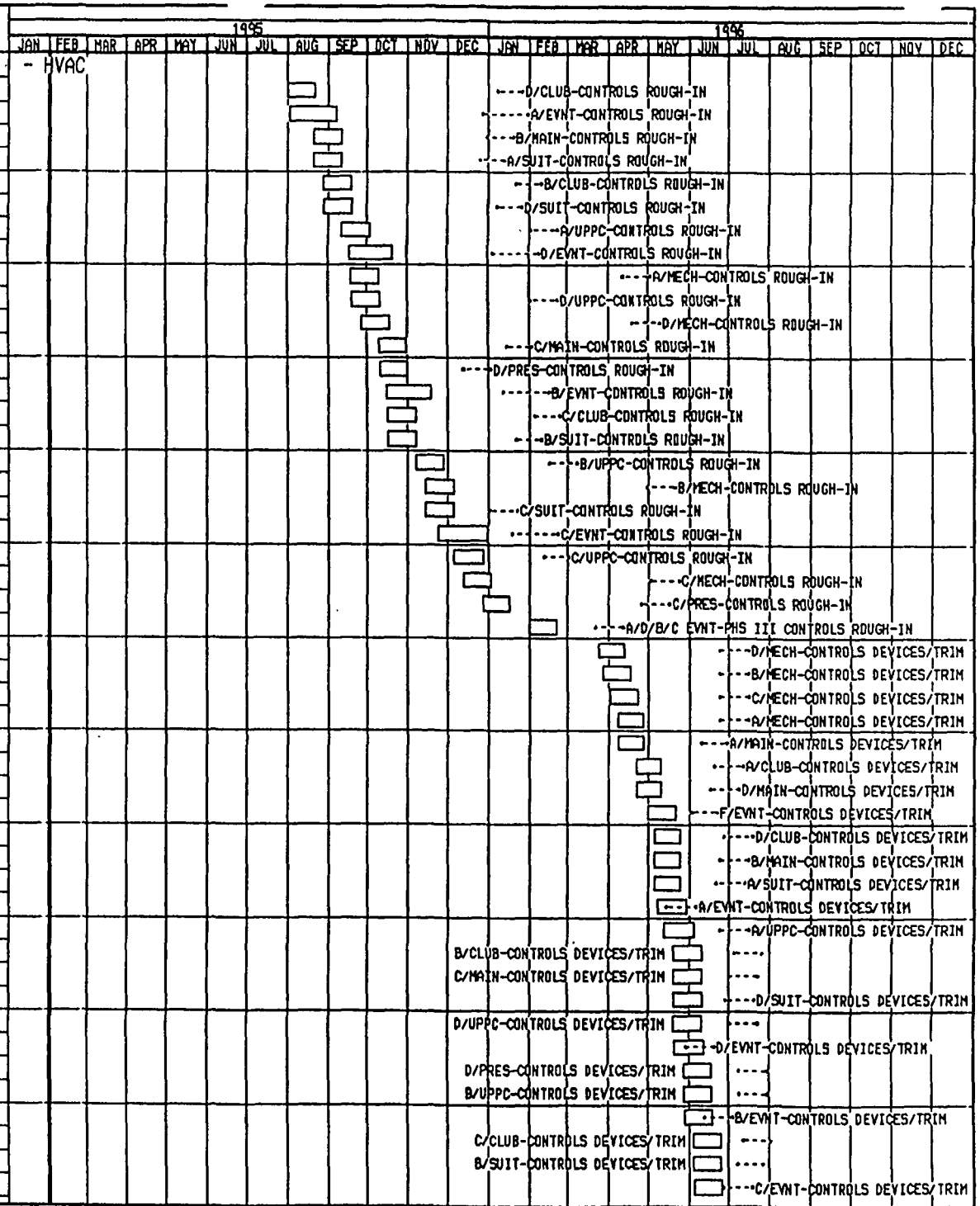
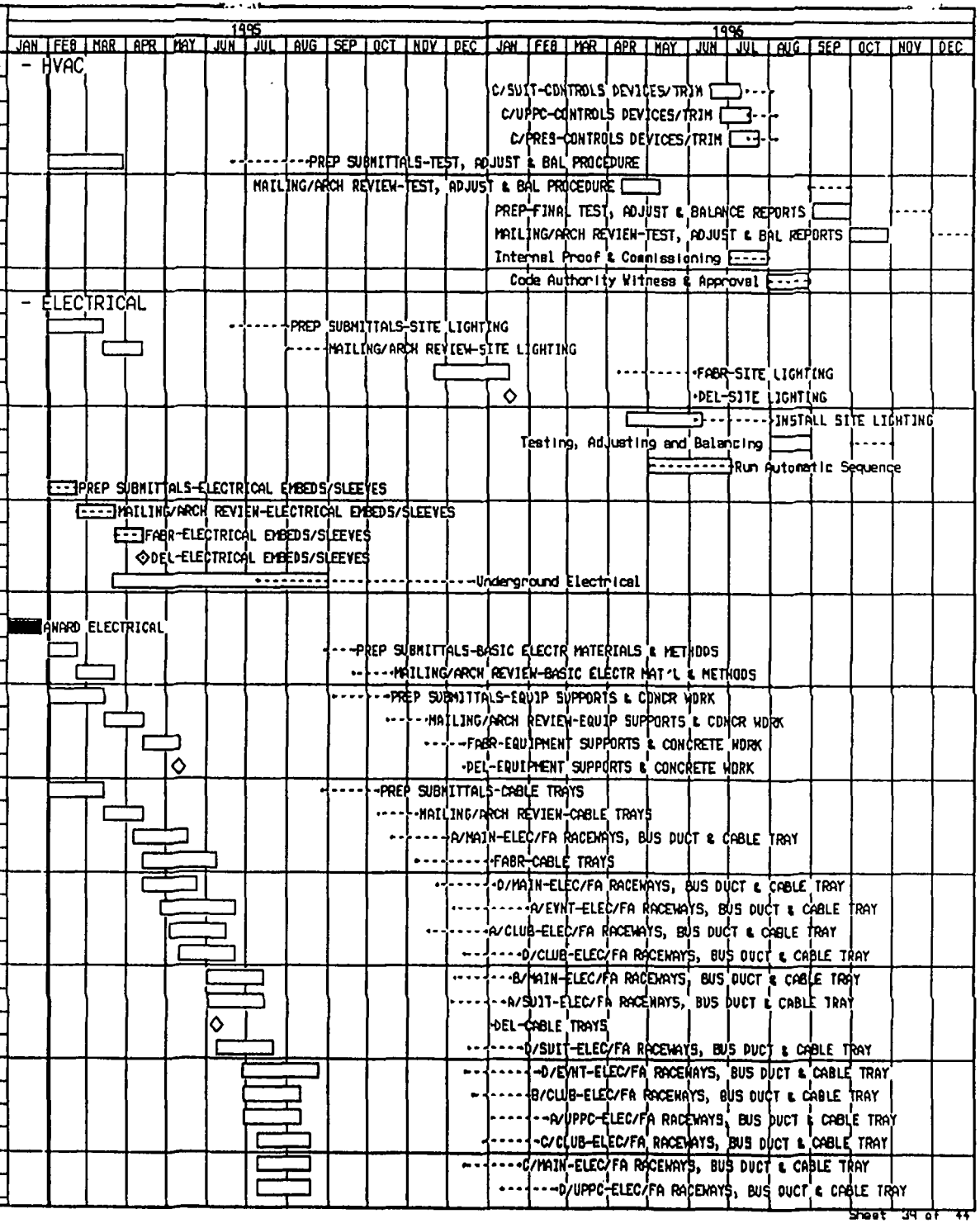
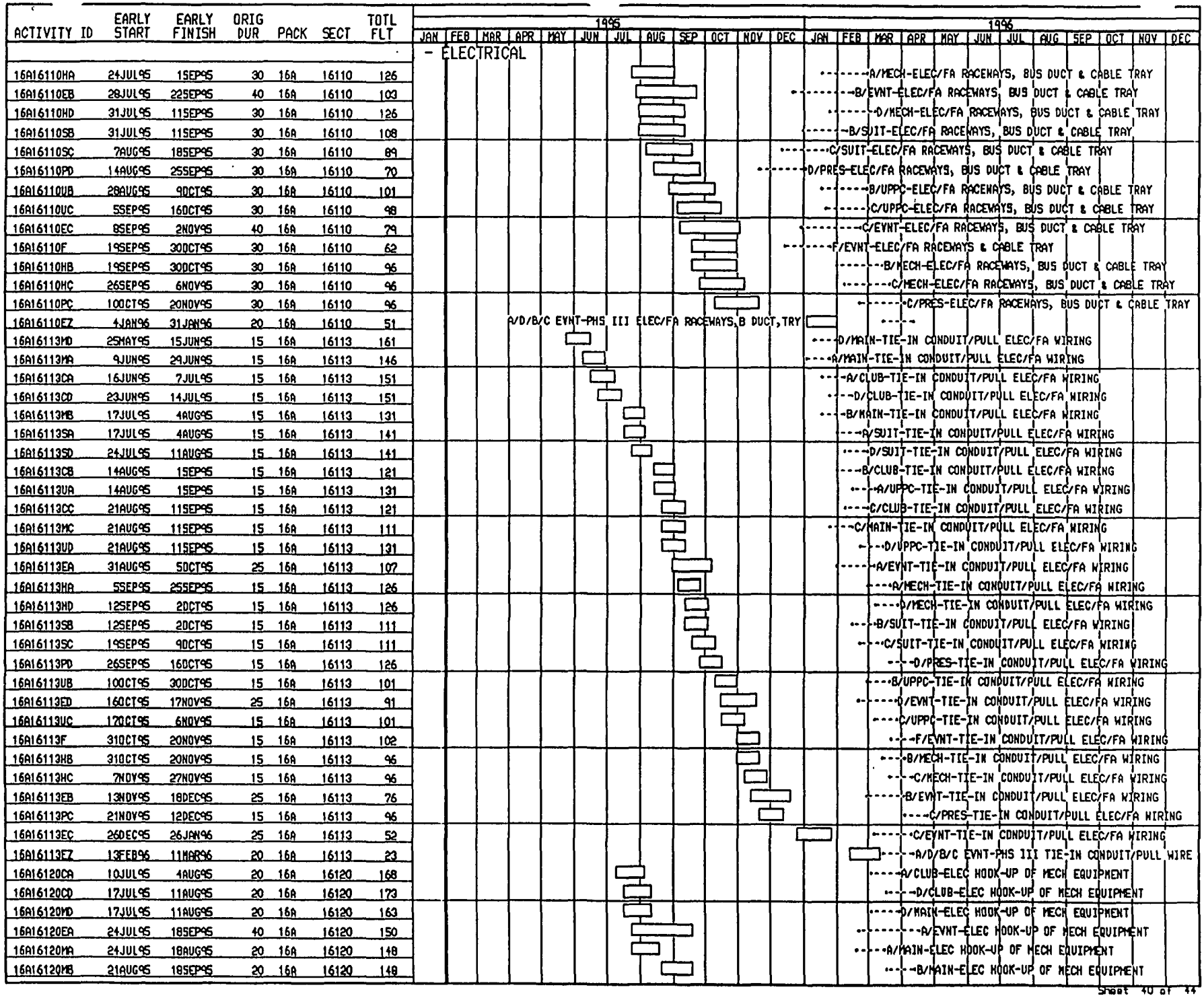
15C15980EC	5JUN96	25JUN96	15	15C	15980	16

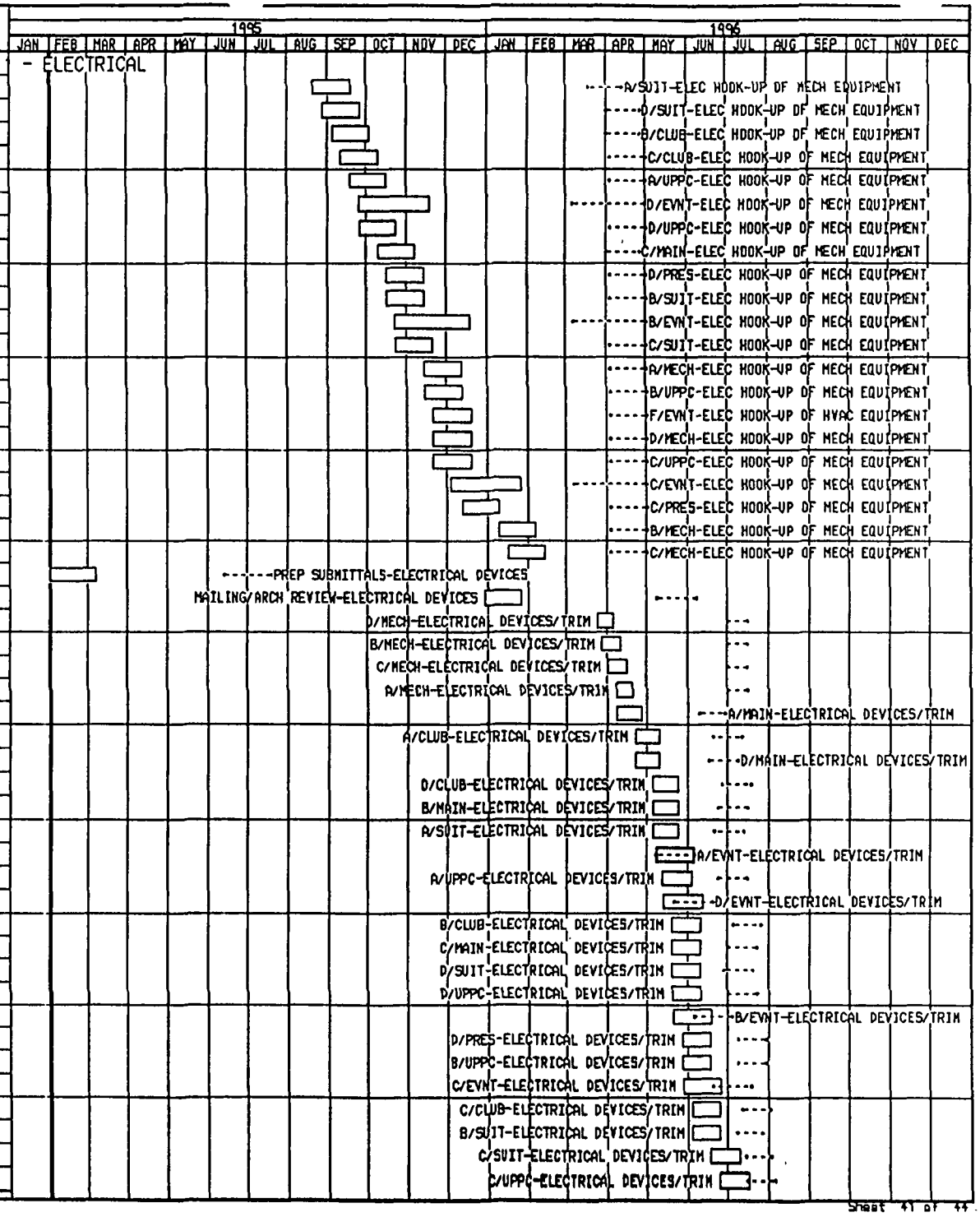


ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
15C15980SC	18JUN96	9JUL96	15	15C	15980	18
15C15980UC	25JUN96	16JUL96	15	15C	15980	14
15C15980PC	2JUL96	23JUL96	15	15C	15980	9
15C-P15990	1FEB95	28MAR95	40	15C	15990	99
15C-R15990	12APR96	10MAY96	21	15C	15990	99
15C-P15991	3SEP96	30SEP96	20	15C	15990	43
15C-R15991	10OCT96	29OCT96	21	15C	15990	43
15360	2JUL96	30JUL96	20	15C	15997	1
15370	31JUL96	30AUG96	23	15C	15999	1
16A-P02720	1FEB95	14MAR95	30	16A	02720	99
16A-R02720	15MAR95	12APR95	21	16A	02720	99
16A-F02720	22NOV95	17JAN96	40	16A	02720	99
16A-D02720		17JAN96	0	16A	02720	99
16A-02720	15APR96	10JUN96	40	16A	02720	37
15350	1AUG96	31AUG96	23	16A	15990	43
15340	1MAY96	1JUL96	43	16A	15995	1
16A-P16000	1FEB95	21FEB95	15	16A	16000	0
16A-R16000	22FEB95	22MAR95	21	16A	16000	0
16A-F16000	23MAR95	12APR95	15	16A	16000	0
16A-D16000		12APR95	0	16A	16000	0
15170	21MAR95	31AUG95	116	16A	16002	77
16A-B16050	26OCT94A	2DEC94A	27	16A	16050	
16A-A16050	5DEC94A	25JAN95A	36	16A	16050	
16A-P16050	1FEB95	21FEB95	15	16A	16050	148
16A-R16050	22FEB95	22MAR95	21	16A	16050	148
16A-P16060	1FEB95	14MAR95	30	16A	16060	151
16A-R16060	15MAR95	12APR95	21	16A	16060	151
16A-F16060	13APR95	10MAY95	20	16A	16060	151
16A-D16190		10MAY95	0	16A	16060	151
16A-P16110	1FEB95	14MAR95	30	16A	16110	146
16A-R16110	15MAR95	12APR95	21	16A	16110	146
16A16110MA	6APR95	17MAY95	30	16A	16110	138
16A-F16110	13APR95	8JUN95	40	16A	16110	146
16A16110MD	13APR95	24MAY95	30	16A	16110	158
16A16110EA	27APR95	22JUN95	40	16A	16110	155
16A16110CA	4MAY95	15JUN95	30	16A	16110	138
16A16110CD	11MAY95	22JUN95	30	16A	16110	151
16A16110MB	2JUN95	14JUL95	30	16A	16110	131
16A16110SA	2JUN95	14JUL95	30	16A	16110	128
16A-D16110		8JUN95	0	16A	16110	146
16A16110SD	9JUN95	21JUL95	30	16A	16110	133
16A16110ED	29JUN95	24AUG95	40	16A	16110	118
16A16110CB	30JUN95	11AUG95	30	16A	16110	121
16A16110UA	30JUN95	11AUG95	30	16A	16110	131
16A16110CC	10JUL95	18AUG95	30	16A	16110	121
16A16110MC	10JUL95	18AUG95	30	16A	16110	111
16A16110UD	10JUL95	18AUG95	30	16A	16110	131




ACTIVITY ID
EARLY START
EARLY FINISH
ORIG DUR
PACK
SECT
TOTL FLT
1995
1996
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
- ELECTRICAL
16A16110HA 24JUL95 15SEP95 30 16A 16110 126 A/MECH-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110EB 28JUL95 22SEP95 40 16A 16110 103 B/EVNT-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110HD 31JUL95 11SEP95 30 16A 16110 126 D/MECH-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110SB 31JUL95 11SEP95 30 16A 16110 108 B/SUIT-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110SC 7AUG95 18SEP95 30 16A 16110 89 C/SUIT-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110PD 14AUG95 25SEP95 30 16A 16110 70 D/PRES-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110UB 28AUG95 9OCT95 30 16A 16110 101 B/UPPC-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110UC 5SEP95 16OCT95 30 16A 16110 98 C/UPPC-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110EC 8SEP95 2NOV95 40 16A 16110 79 C/EVNT-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110F 19SEP95 30OCT95 30 16A 16110 62 F/EVNT-ELEC/FA RACEWAYS & CABLE TRAY
16A16110HB 19SEP95 30OCT95 30 16A 16110 96 B/MECH-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110HC 26SEP95 6NOV95 30 16A 16110 96 C/MECH-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110PC 10OCT95 20NOV95 30 16A 16110 96 C/PRES-ELEC/FA RACEWAYS, BUS DUCT & CABLE TRAY
16A16110EZ 4JAN96 31JAN96 20 16A 16110 51 A/D/B/C EVNT-PHS III ELEC/FA RACEWAYS, B DUCT, TRY
16A16113MD 25MAY95 15JUN95 15 16A 16113 161 D/MAIN-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113MA 9JUN95 29JUN95 15 16A 16113 146 A/MAIN-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113CA 16JUN95 7JUL95 15 16A 16113 151 A/CLUB-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113CD 23JUN95 14JUL95 15 16A 16113 151 D/CLUB-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113MB 17JUL95 4AUG95 15 16A 16113 131 B/MAIN-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113SA 17JUL95 4AUG95 15 16A 16113 141 A/SUIT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113SD 24JUL95 11AUG95 15 16A 16113 141 D/SUIT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113CB 14AUG95 15SEP95 15 16A 16113 121 B/CLUB-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113UA 14AUG95 15SEP95 15 16A 16113 131 A/UPPC-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113CC 21AUG95 11SEP95 15 16A 16113 121 C/CLUB-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113MC 21AUG95 11SEP95 15 16A 16113 111 C/MAIN-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113UD 21AUG95 11SEP95 15 16A 16113 131 D/UPPC-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113EA 31AUG95 5OCT95 25 16A 16113 107 A/EVNT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113HA 5SEP95 25SEP95 15 16A 16113 126 A/MECH-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113HD 12SEP95 2OCT95 15 16A 16113 126 D/MECH-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113SB 12SEP95 2OCT95 15 16A 16113 111 B/SUIT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113SC 19SEP95 9OCT95 15 16A 16113 111 C/SUIT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113PD 26SEP95 16OCT95 15 16A 16113 126 D/PRES-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113UB 10OCT95 30OCT95 15 16A 16113 101 B/UPPC-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113ED 16OCT95 17NOV95 25 16A 16113 91 D/EVNT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113UC 17OCT95 6NOV95 15 16A 16113 101 C/UPPC-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113F 31OCT95 20NOV95 15 16A 16113 102 F/EVNT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113HB 31OCT95 20NOV95 15 16A 16113 96 B/MECH-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113HC 7NOV95 27NOV95 15 16A 16113 96 C/MECH-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113EB 13NOV95 18DEC95 25 16A 16113 76 B/EVNT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113PC 21NOV95 12DEC95 15 16A 16113 96 C/PRES-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113EC 26DEC95 26JAN96 25 16A 16113 52 C/EVNT-TIE-IN CONDUIT/PULL ELEC/FA WIRING
16A16113EZ 13FEB96 11MAR96 20 16A 16113 23 A/D/B/C EVNT-PHS III TIE-IN CONDUIT/PULL WIRE
16A16120CA 10JUL95 4AUG95 20 16A 16120 168 A/CLUB-ELEC HOOK-UP OF MECH EQUIPMENT
16A16120CD 17JUL95 11AUG95 20 16A 16120 173 D/CLUB-ELEC HOOK-UP OF MECH EQUIPMENT
16A16120MD 17JUL95 11AUG95 20 16A 16120 163 D/MAIN-ELEC HOOK-UP OF MECH EQUIPMENT
16A16120EA 24JUL95 18SEP95 40 16A 16120 150 A/EVNT-ELEC HOOK-UP OF MECH EQUIPMENT
16A16120MA 24JUL95 18AUG95 20 16A 16120 148 A/MAIN-ELEC HOOK-UP OF MECH EQUIPMENT
16A16120MB 21AUG95 18SEP95 20 16A 16120 148 B/MAIN-ELEC HOOK-UP OF MECH EQUIPMENT

ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
16A16120SA	21AUG95	18SEP95	20	16A	16120	148
16A16120SD	28AUG95	25SEP95	20	16A	16120	153
16A16120CB	5SEP95	2OCT95	20	16A	16120	148
16A16120CC	12SEP95	9OCT95	20	16A	16120	146
16A16120UA	19SEP95	16OCT95	20	16A	16120	141
16A16120ED	25SEP95	17NOV95	40	16A	16120	116
16A16120UD	26SEP95	23OCT95	20	16A	16120	136
16A16120MC	10OCT95	6NOV95	20	16A	16120	123
16A16120PD	17OCT95	13NOV95	20	16A	16120	121
16A16120SB	17OCT95	13NOV95	20	16A	16120	121
16A16120EB	23OCT95	18DEC95	40	16A	16120	97
16A16120SC	24OCT95	20NOV95	20	16A	16120	116
16A16120HA	14NOV95	12DEC95	20	16A	16120	101
16A16120UB	14NOV95	12DEC95	20	16A	16120	101
16A16120F	21NOV95	19DEC95	20	16A	16120	96
16A16120HD	21NOV95	19DEC95	20	16A	16120	96
16A16120UC	21NOV95	19DEC95	20	16A	16120	96
16A16120EC	4DEC95	26JAN96	40	16A	16120	68
16A16120PC	13DEC95	9JAN96	20	16A	16120	81
16A16120HB	10JAN96	6FEB96	20	16A	16120	61
16A16120HC	17JAN96	13FEB96	20	16A	16120	56
16A-P16140	1FEB95	7MAR95	25	16A	16140	94
16A-R16140	30DEC95	26JAN96	21	16A	16140	94
16A16140HD	25MAR96	5APR96	10	16A	16140	69
16A16140HB	28MAR96	10APR96	10	16A	16140	66
16A16140HC	2APR96	15APR96	10	16A	16140	63
16A16140HA	8APR96	19APR96	10	16A	16140	59
16A16140MB	8APR96	26APR96	15	16A	16140	44
16A16140CA	22APR96	10MAY96	15	16A	16140	42
16A16140MD	22APR96	10MAY96	15	16A	16140	39
16A16140CD	6MAY96	24MAY96	15	16A	16140	37
16A16140MB	6MAY96	24MAY96	15	16A	16140	34
16A16140SA	6MAY96	24MAY96	15	16A	16140	33
16A16140EA	8MAY96	5JUN96	20	16A	16140	0
16A16140UA	13MAY96	3JUN96	15	16A	16140	29
16A16140ED	14MAY96	11JUN96	20	16A	16140	6
16A16140CB	20MAY96	10JUN96	15	16A	16140	32
16A16140MC	20MAY96	10JUN96	15	16A	16140	29
16A16140SD	20MAY96	10JUN96	15	16A	16140	28
16A16140UD	20MAY96	10JUN96	15	16A	16140	29
16A16140EB	21MAY96	18JUN96	20	16A	16140	11
16A16140PD	28MAY96	17JUN96	15	16A	16140	29
16A16140UB	28MAY96	17JUN96	15	16A	16140	29
16A16140EC	29MAY96	25JUN96	20	16A	16140	16
16A16140CC	4JUN96	24JUN96	15	16A	16140	27
16A16140SB	4JUN96	24JUN96	15	16A	16140	23
16A16140SC	18JUN96	9JUL96	15	16A	16140	18
16A16140UC	25JUN96	16JUL96	15	16A	16140	14



ACTIVITY ID	EARLY START	EARLY FINISH	ORIG DUR	PACK	SECT	TOTL FLT
- ELECTRICAL						
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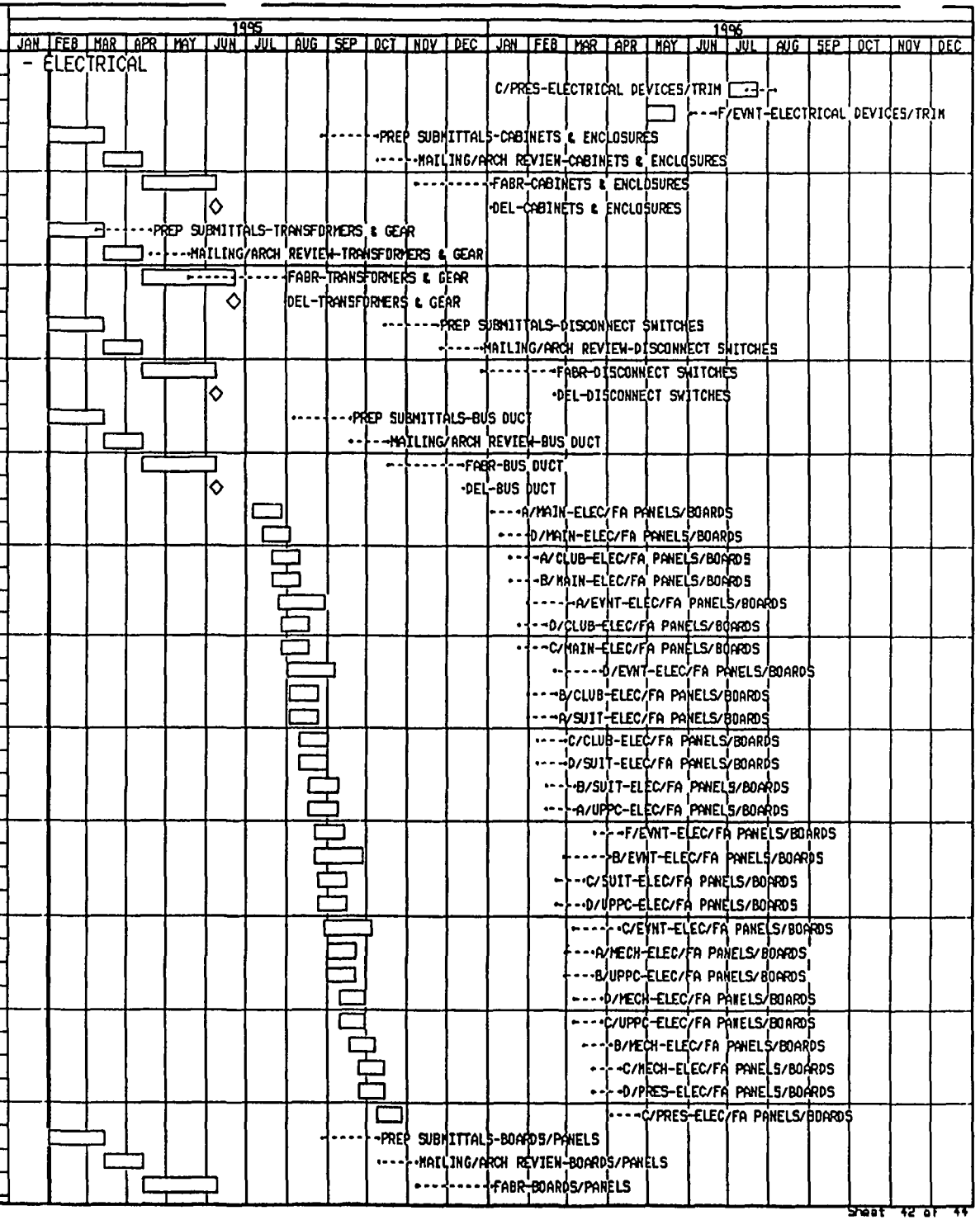
16A16141F	1MAY96	21MAY96	15	16A	16141	22
16A-P16160	1FEB95	14MAR95	30	16A	16160	146
16A-R16160	15MAR95	12APR95	21	16A	16160	146
16A-F16160	13APR95	8JUN95	40	16A	16160	146
16A-D16160		8JUN95	0	16A	16160	146
16A-P16322	1FEB95	14MAR95	30	16A	16322	26
16A-R16322	15MAR95	12APR95	21	16A	16322	26
16A-F16322	13APR95	22JUN95	50	16A	16322	26
16A-D16322		22JUN95	0	16A	16322	26
16A-P16440	1FEB95	14MAR95	30	16A	16440	180
16A-R16440	15MAR95	12APR95	21	16A	16440	180
16A-F16440	13APR95	8JUN95	40	16A	16440	180
16A-D16440		8JUN95	0	16A	16440	180
16A-P16465	1FEB95	14MAR95	30	16A	16465	131
16A-R16465	15MAR95	12APR95	21	16A	16465	131
16A-F16465	13APR95	8JUN95	40	16A	16465	131
16A-D16465		8JUN95	0	16A	16465	131
16A16474MA	7JUL95	27JUL95	15	16A	16474	127
16A16474MD	14JUL95	3AUG95	15	16A	16474	127
16A16474CA	21JUL95	10AUG95	15	16A	16474	127
16A16474MB	21JUL95	10AUG95	15	16A	16474	127
16A16474EA	26JUL95	29AUG95	25	16A	16474	133
16A16474CD	28JUL95	17AUG95	15	16A	16474	127
16A16474MC	28JUL95	17AUG95	15	16A	16474	127
16A16474ED	2AUG95	6SEP95	25	16A	16474	143
16A16474CB	4AUG95	24AUG95	15	16A	16474	127
16A16474SA	4AUG95	24AUG95	15	16A	16474	127
16A16474CC	11AUG95	31AUG95	15	16A	16474	127
16A16474SD	11AUG95	31AUG95	15	16A	16474	127
16A16474SB	18AUG95	8SEP95	15	16A	16474	127
16A16474UA	18AUG95	8SEP95	15	16A	16474	127
16A16425F	23AUG95	13SEP95	15	16A	16474	150
16A16474EB	23AUG95	27SEP95	25	16A	16474	133
16A16474SC	25AUG95	15SEP95	15	16A	16474	127
16A16474UD	25AUG95	15SEP95	15	16A	16474	127
16A16474EC	30AUG95	4OCT95	25	16A	16474	133
16A16474HA	1SEP95	22SEP95	15	16A	16474	127
16A16474UB	1SEP95	22SEP95	15	16A	16474	127
16A16474HD	11SEP95	29SEP95	15	16A	16474	127
16A16474UC	11SEP95	29SEP95	15	16A	16474	127
16A16474HB	18SEP95	6OCT95	15	16A	16474	127
16A16474HC	25SEP95	13OCT95	15	16A	16474	127
16A16474PD	25SEP95	13OCT95	15	16A	16474	127
16A16474PC	9OCT95	27OCT95	15	16A	16474	127
16A-P16476	1FEB95	14MAR95	30	16A	16476	146
16A-R16476	15MAR95	12APR95	21	16A	16476	146
16A-F16476	13APR95	8JUN95	40	16A	16476	146



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16A16476CA	18DEC95	12JAN96	20	16A	16476	38
16A16476EA	26DEC95	2FEB96	30	16A	16476	52
16A16476SA	31DEC95	26JAN96	20	16A	16476	38
16A16476UA	15JAN96	9FEB96	20	16A	16476	38
16A16476HA	29JAN96	23FEB96	20	16A	16476	38
16A16476PC	12FEB96	8MAR96	20	16A	16476	38
16A-P16483	1FEB95	14MAR95	30	16A	16483	136
16A-R16483	15MAR95	12APR95	21	16A	16483	136
16A-F16483	13APR95	22JUN95	50	16A	16483	136
16A-D16483		22JUN95	0	16A	16483	136
16A-P16501	1FEB95	14MAR95	30	16A	16501	142
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16A16501BS	21SEP95	7MAR96	120	16A	16501	99
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16A16501HA	26FEB96	8MAR96	10	16A	16501	89
16A16501MA	26FEB96	5APR96	30	16A	16501	59
16A16501HD	4MAR96	15MAR96	10	16A	16501	84
16A16501CA	11MAR96	19APR96	30	16A	16501	57
16A16501HB	11MAR96	22MAR96	10	16A	16501	79
16A16501MD	11MAR96	19APR96	30	16A	16501	54
16A16501HC	18MAR96	29MAR96	10	16A	16501	74
16A16501EA	19MAR96	6MAY96	35	16A	16501	21
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16A16501CD	25MAR96	3MAY96	30	16A	16501	52
16A16501MB	25MAR96	3MAY96	30	16A	16501	49
16A16501SA	25MAR96	3MAY96	30	16A	16501	48
16A16501ED	26MAR96	13MAY96	35	16A	16501	26
16A16501UA	1APR96	10MAY96	30	16A	16501	44
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16A16501MC	8APR96	17MAY96	30	16A	16501	44
16A16501SD	8APR96	17MAY96	30	16A	16501	43
16A16501UD	8APR96	17MAY96	30	16A	16501	44
16A16501EC	9APR96	28MAY96	35	16A	16501	36
16A16501PD	15APR96	24MAY96	30	16A	16501	44
16A16501UB	15APR96	24MAY96	30	16A	16501	44
16A16501CC	22APR96	3JUN96	30	16A	16501	42
16A16501SB	22APR96	3JUN96	30	16A	16501	38
16A16501SC	6MAY96	17JUN96	30	16A	16501	33
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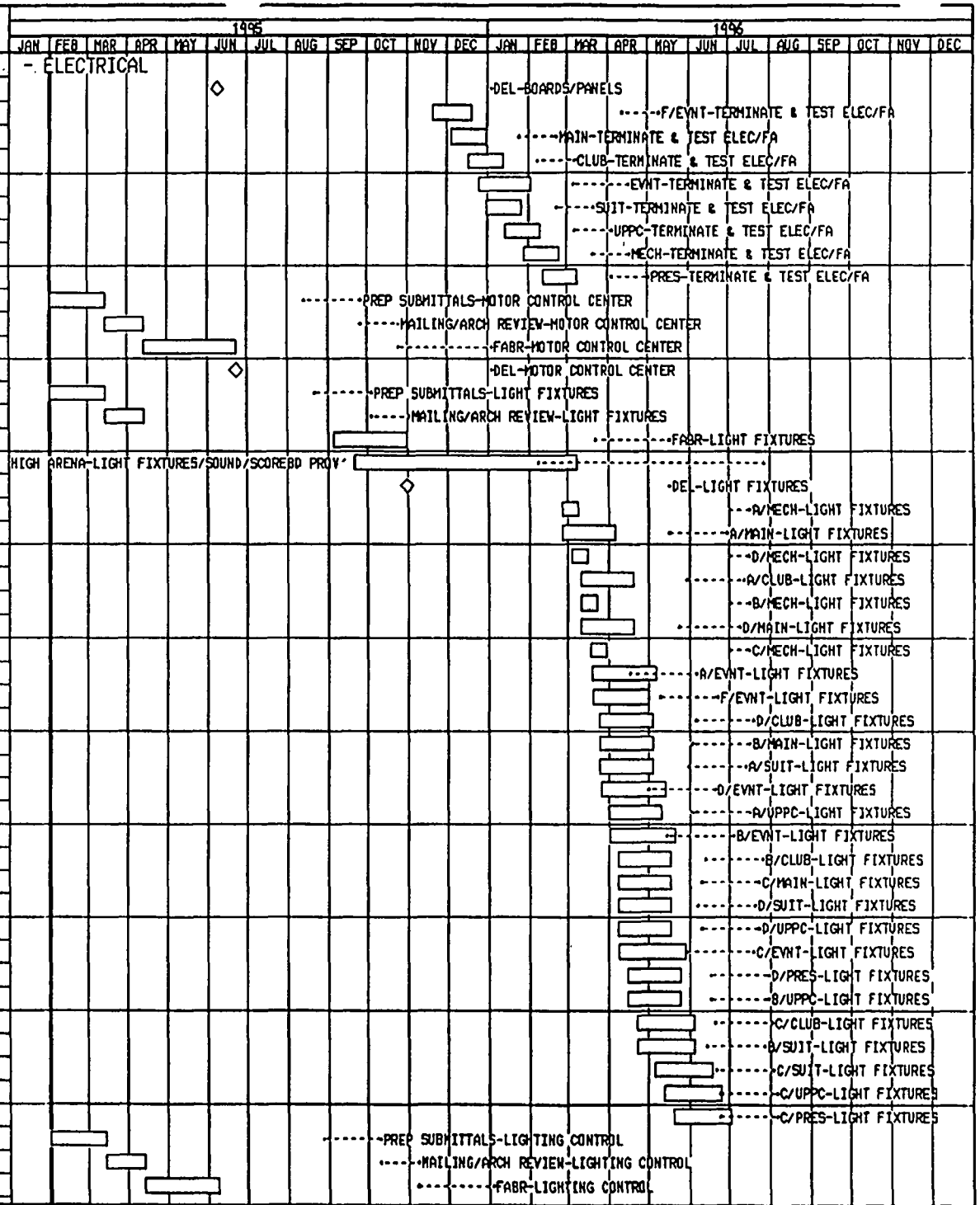

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16A-R16620	15MAR95	12APR95	21	16A	16620	99
16A-F16620	26SEP95	19DEC95	60	16A	16620	99
16A-D16620		19DEC95	0	16A	16620	99
16A-16620	20DEC95	13FEB96	40	16A	16620	99
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15310	8MAR96	4APR96	20	16A	16772	105
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16A16955MA	11JUN96	9JUL96	20	16A	16955	4
16A16955SA	11JUN96	23JUL96	30	16A	16955	3
16A16955UA	18JUN96	30JUL96	30	16A	16955	3
16A16955PC	19JUL96	25JUL96	5	16A	16955	12
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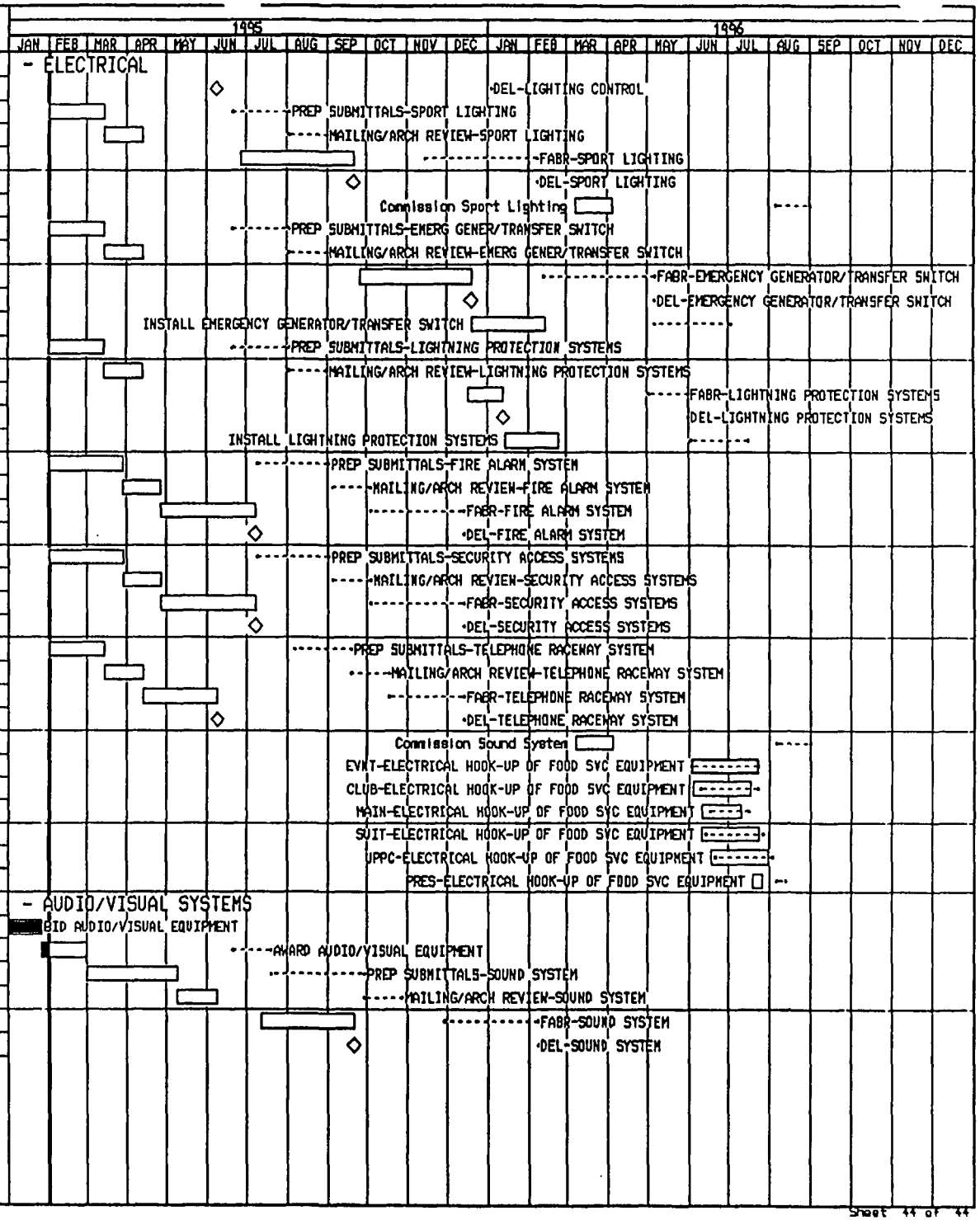

EXHIBIT C

GENERAL REQUIREMENTS WORK

(See Attached, dated 3/27/95)

Crossroads Arena

Huber, Hunt and Nichols, Inc. - GMP Breakdown

EXHIBIT "C"

Revised 03/27/95
* indicates revision on 03/02/95
** indicates revision on 03/27/95

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS	HH&N					$2,119,068	
	01021	Owner's Administrative Procedures							
	01025	Application for Payment							
	01028	Unit Prices							
	01030	Alternates							
	01036	Request for Information Form							
	01040	Coordination							
	01045	Cutting and Patching							
	01050	Field Engineering							
	01060	Regulatory Requirements							
	01065	Special Design Requirements							
	01095	Reference Standards and Definitions							
	01300	Submittals							
	01301	Submittal Transmittal Form							
	01311	Contractor Prepared Network Analysis							
	01400	Quality Control							
	01402	Structural Quality Control							
	01500	Construction Facilities and Temporary Controls							
	01511	Construction Electricity and Lighting							
	01600	Material and Equipment							
	01630	Product Options and Substitutions							
	01631	Substitution Request Form							
	01700	Contract Closeout							

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS (CONT)							
		Temporary Heat - Energy		1	LS	$130,000	$130,000		
		Temporary Electric - Energy		1	LS	$160,000	$160,000		
		Temporary Water		1	LS	$7,500	$7,500		
		Temporary Toilets		1	LS	$25,000	$25,000		
		Material/Man Hoist		1	LS	$49,520	$49,520		
		Temporary Enclosures		1	LS	$110,000	$110,000		
		Temp. Road, Parking & Staging Areas		1	LS	$60,000	$60,000		
		Traffic Control		1	LS	$65,200	$65,200		
		Temporary Field Office - GC		1	LS	$266,100	$266,100		
		Temporary Field Office - Owner		1	LS	$38,740	$38,740		
		Temporary Field Office - Architect		1	LS	$28,060	$28,060		
		Travel and Subsistence (To A/E and Subs)		1	LS	$16,000	$16,000		
		Dumpsters		1	LS	$102,000	$102,000		
		Final Clean Up		1	LS	$92,850	$92,850		
		Progress Clean Up		1	LS	$132,000	$132,000		
		Project Signage		1	LS	$4,500	$4,500		
		Safety Devices & Systems		1	LS	$57,200	$57,200		
		Security Service		1	LS	$30,000	$30,000		
		As-Built Documents		1	LS	$12,000	$12,000		
		Snow Removal		1	LS	$2,500	$2,500		
		General Liability Insurances (O.C.I.P. by Owner)		1	LS	$0	$0		
		Bond Cost Based on GMP Total		1	LS	$424,663	$424,663	**	** rev. 3/27/95

05/19/95 FRI 13:33 FAX 716 853 4291 HH&N Crossroads Buffalo

Bid Package No.	Division	Description	Subcontractor	Qty.	Units	Unit Sub	Sub-Total $	Division Total $	Comments
		DIVISION 1 - GENERAL REQUIREMENTS (CONT)							
		Ciminelli - Consultant		1	LS	$5,680	$5,680		
		Building Permit (By Owner)		1	LS	$0	$0		
		Design (By Owner)		1	LS	$0	$0		
		Builders Risk (By Owner)		1	LS	$0	$0		
		Owner's Protective Insurance (By Owner)		1	LS	$0	$0		
		Boiler/Mach Floater (By Owner)		1	LS	$0	$0		
		Site Survey (By Owner)		1	LS	$0	$0		
		Initial Arena Layout		1	LS	$5,420	$5,420		
		Final Survey (By Owner)		1	LS	$0	$0		
		Test/Inspect (By Owner)		1	LS	$0	$0		
		Greg Brown - MBE/WBE Consultant		1	LS	$43,135	$43,135		
		Contract Doc. Reproduction (By Owner)		1	LS	$0	$0		
		Contract Document Shipping (By Owner)		1	LS	$0	$0		
		Temporary Heat and Ventilation System		1	LS	$250,000	$250,000		
		Office Contents Insurance		1	LS	$1,000	$1,000		

RCV BY:
05/19/95 FRI 13:34 FAX 716 853 4291 5-19-95 ; 2:52PM ; HHN Crossroads Buffalo 716 856 7351→ LIPPES ET AL ; # 3

EXHIBIT D

GENERAL CONDITIONS TO THE CONTRACT

(See Attached)

May 12, 1995

GENERAL CONDITIONS

OF

THE CONTRACT FOR CONSTRUCTION

OF

THE CROSSROADS

May 12, 1995

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May 12, 1995

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 CONTRACT DOCUMENTS AND GENERAL PROVISIONS

1.1 **Definitions.** The following terms as used in the Contract Documents shall be defined as follows:

1.1.1 Architect. A person, persons, firm, partnership or corporation providing architectural, engineering or other professional services, and so designated by the Owner. For the purposes of the Contract Documents, the "Architect" shall mean the Architect as identified in the Contract between the Owner and the Architect for the Project to provide architectural services for the performance of the Work, or any other person or firm replacing such Architect or later named by the Owner as the Architect. Any architect utilized by the Owner to perform architectural service not relating to the Work shall be known as a "separate architect."

1.1.2 Contract. The agreement between the Owner and the Contractor consisting of the Contract Documents as defined in Section 1.2, including all amendments and supplements thereto.

1.1.3 Contractor. A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work. For the purposes of the Contract Documents, the "Contractor" shall mean the

Contractor as identified in the Contract between the Owner and the Contractor for the Project to provide the services described in the Contract for the performance of the Work, or any other person or firm replacing such Contractor or later named by the Owner as the Contractor. Any contractor utilized by the Owner to perform work not relating to the Work of this Contract shall be known as a "separate contractor."

1.1.4 Days. Calendar days including weekends and holidays.

1.1.5 Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued by or on behalf of the Owner, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 Furnish. To deliver to the site ready for installation.

1.1.7 Install. To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

1.1.8 Owner. Crossroads Arena LLC (Memorial Auditorium, 140 Main Street, Buffalo, New York 14202, (716) 856-7300), as successor to Arena, Inc. (formerly known as

Crossroads Arena Corporation), as redeveloper for the City of Buffalo, and the Buffalo Urban Renewal Agency and as agent of the Erie County Industrial Development Agency.

1.1.9 Owner's Representative. For the purposes of the Contract Documents, the "Owner's Representative" shall mean the person, persons, firm, partnership or corporation identified in writing by the Owner to the Architect and the Contractor as the Owner's Representative for the Project to provide the services described in the Contract Documents required of the Owner's Representative.

1.1.10 Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.11 Site. The area within the Contract limit, as indicated by the Contract Documents.

1.1.12 Subcontract. An agreement between the Contractor and Subcontractor for Work on the Site.

1.1.13 Subcontractor. A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the site.

1.1.14 Submittals. Shop Drawings, diagrams, fabrication drawings, illustrations, schedules, test data,

contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

1.2.2 Conflicting Conditions. Except when another Contract Document specifically provides that it, or one or more of its provisions, takes precedence over one or more provisions of these General Conditions, the terms of these General Conditions shall prevail over any provision of any other Contract Document that is inconsistent with, or in conflict with, such provisions of the General Conditions.

1.2.3 Nomenclature. Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

1.2.4 Invalid Provisions. If any term or provision of the Contract Documents or the application thereto to any person, firm or corporation or circumstances shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be

1.5 **Execution, Correlation and Intent**

1.5.1 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract and the site and that, pursuant to the Contractor's own investigations the Contractor is satisfied as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered as shown on the plans and specifications or on borings or soil reports provided by the Owner, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials or items which may affect the Work, and has correlated personal observations with the requirements of the Contract Documents.

1.5.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Consequently, the Contract Documents shall be read as a whole. Work not described in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade

meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5.3 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.6 **Interpretation of Contract Documents.**

1.6.1 Owner. The Owner shall give all orders and directions contemplated under the Contract relative to the execution of the Work. Except as otherwise expressly provided in the Contract Documents, the Owner shall determine, in accordance with the requirements of the Contract Documents, the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work.

1.6.2 The Owner shall be responsible for reconciling and mediating any differences or conflicts concerning performance which may arise between the Contractor and separate contractors performing work for the Owner, and the Contractor's performance of Work that may be involved in, or subject to any such difference or conflict, may be adjusted and determined by the Owner in accordance with the Contract Documents.

1.6.3 Meaning and Intent of Contract Documents. The meaning and intent of all Contract Documents shall be as interpreted by the Owner. All interpretations and decisions of the Owner shall be in writing and shall be consistent with the intent of, and reasonably inferable from, the Contract Documents; provided, however, that the Architect shall be responsible for all decisions and interpretations relating to design and the design intent of the Work, as provided in the Contract Documents.

1.6.4 Order of Preference.

1.6.4.1 Figured dimensions shall take precedence over scaled dimensions. Larger scale drawings shall take precedence over smaller scale drawings. Latest addenda shall take precedence over previous addenda and earlier dated drawings and specifications.

1.6.4.2 Drawings and specifications are complementary. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications not shown on the drawings, shall have the same effect as if shown or mentioned in both.

ARTICLE 2 OWNER

2.1 **Owner's Representative.** The Architect and Contractor shall treat all instructions, directions and

communications from the Owner's Representative as if made by the Owner.

2.2 **Owner's Right to Perform Work and to Award Separate Contracts.** The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 5.4.

2.2.1 The Owner shall provide for the coordination of the work of the Owner's own forces and of each separate contractor with the Work of the Contractor. The Contractor shall cooperate with the separate contractors and shall coordinate its Work and Submittals with those of the separate contractors as provided in Section 3.12.2. The Owner shall require each separate contractor to cooperate with the Contractor and to coordinate its work and submittals with the Work and Submittals of the Contractor.

2.2.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and

coordinate the Work with theirs as required by the Contract Documents.

2.2.3 The Owner shall be responsible for inspection of portions of any work performed by the Owner's own forces or by separate contractors to determine whether such work has been properly performed. If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, immediately notify the Owner of any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so notify the Owner shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by the Owner or separate contractor.

2.3 ***Owner's Right to Occupy a Designated Portion of the Project.*** The Owner may occupy a portion of the Work prior to completion of the entirety of the Work, and the Architect shall determine whether the Contractor has achieved Substantial Completion with respect to such designated portion of the Work in accordance with the provisions of Section 9.8. The Owner shall notify the Architect and the Contractor a reasonable

period of time in advance if the Owner desires to occupy any designated portion of the Work pursuant to this paragraph.

2.4 **Mutual Responsibility**

2.4.1 Any costs caused by defective or ill-timed Work shall be borne by the Contractor if the Contractor or a Subcontractor is responsible therefor, or by the Owner, if a separate contractor is responsible therefor. The Contractor shall not include the cost of correction or replacement of any defective or ill-timed Work caused by the Contractor or a Subcontractor in any Application for Payment, and the Owner shall not deduct the actual or estimated cost to the Contractor relating to such correction or replacement of defective or ill-timed Work from any Application for Payment.

2.4.2 Should the Contractor wrongfully cause damage to the Work or property of the Owner, or to other work or property on the site, the Contractor shall promptly remedy such damage as provided in Section 7.2.

2.4.3 Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such separate contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration

proceeding against the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or awarded against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

2.4.4 Should the Owner's own forces or any separate contractor wrongfully delay or cause damage to the Work or property of the Contractor, the Owner or such separate contractor shall promptly remedy such delay or damage, and the Contractor shall make any claim arising therefrom in accordance with the provisions of Section 5.4.

2.5 **Owner's Right to Clean Up.** If a dispute arises between the Contractor and any separate contractor as to the Contractor's responsibility for cleaning up as required by Section 3.15, the Owner may clean up and charge the cost thereof to the Contractor and/or separate contractors responsible therefor as the Owner shall determine to be just.

ARTICLE 3 CONTRACTOR

3.1 **Review of Contract Documents.** The Contractor shall carefully study and compare the Contract Documents and

shall immediately notify Owner and Architect of any error, inconsistency or omission that may be discovered. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and failed to immediately notify the Owner. If the Contractor performs any Work that involves an error, inconsistency or omission in the Contract Documents that the Contractor recognized and the Contractor failed to immediately notify the Owner of such error, omission or inconsistency, the Contractor shall be responsible for the cost of correction of such Work.

3.2 **Review of Field Conditions.** The Contractor shall take such field measurements and shall verify such field conditions as the Contractor deems appropriate to satisfy its obligations under the Contract Documents and to perform the Work. The Contractor shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing the Work. The Contractor shall immediately notify the Owner of any errors, inconsistencies or omissions with the Contract Documents discovered by the Contractor as a result of the Contractor's measurement and verification of the field conditions.

3.3 **Supervision and Construction Procedures.**

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and shall coordinate all portions of the Work under the Contract.

3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents by the timely exercise of the activities or duties of the Architect or the Owner's Representative in the administration of the Contract, or by inspections, tests or approvals required or performed under Section 12.6 by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of the Work already performed under the Contract to determine that such portions of the Work are in proper condition to receive subsequent Work; provided, however, that the Contractor shall not be responsible for determining whether the design of any such Work is proper,

as any such determination shall at all times rest with the Architect.

3.3.5 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work (including the Subcontractors' employees) and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

3.4 **Labor and Materials.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall pay wages for a legal day's work to its employees performing the Work at the Project Site, and shall require each Subcontractor to pay wages for a legal day's work to their employees performing the Work at the Project Site, at rates not less than the prevailing rate of wages as defined by the New York State Department of Labor at the time of performance of such Work, or as later amended, modified or supplemented at the time of performance of such Work.

3.5 **Warranty**. The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract shall be of good quality and shall be new unless otherwise consented to by the Owner in writing, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 **Taxes**. The Contractor shall pay all sales, consumer, use and other similar applicable taxes imposed on the Work or portions thereof provided by the Contractor. The Owner shall provide a tax exemption certification for any taxes from which the Owner, the Work or the Project may be exempt, including, without limitation, exemption from the New York State and Erie County sales taxes on purchases by the Contractor or Subcontractors of materials to be incorporated in the Project and purchases or rentals of supplies, tools, equipment or services necessary to acquire or install the Project.

3.7 **Permits, Fees and Notices**. Unless otherwise provided in the Contract Documents, the Owner shall secure and

pay for the building permit and the Contractor shall secure and pay for all other permits and governmental fees, licenses, utility service charges, utility license fees and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time bids are received.

3.7.1 The Contractor shall give all notices and comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.7.2 Except as set forth in Section 3.1, it is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall immediately notify the Owner and Architect, and any necessary changes shall be accomplished by appropriate Modification.

3.7.3 If the Contractor performs any Work knowing, or is in a position to know, that the performance of such Work, or the Work itself, is contrary to any laws, ordinances, codes, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, including, but not limited to:

3.7.3.1 Building Code: Code Rules and Regulations of the State of New York;
3.7.3.2 Life Safety Code: NFPA Life Safety Code 101;
3.7.3.3 Barrier Free Regulations: Americans with Disabilities Act: New York State Uniform Code;
3.7.3.4 Mechanical Code;
3.7.3.5 Energy Code: New York State Energy Conservation Construction Code;
3.7.3.6 Plumbing Code;
3.7.3.7 Electrical Code;
3.7.3.8 Fire Code: New York State Uniform Fire Prevention and Building Code;
3.7.3.9 Zoning Code; and
3.7.3.10 Elevator Code;

and without such notice to the Owner, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

3.8 **Allowances.** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor shall not be required to employ persons against whom the Contractor makes a reasonable objection. Unless otherwise provided in the Contract Documents:

3.8.1 Allowances shall cover the following costs to the Contractor: the cost of the materials, supplies and equipment required by the allowance (less any applicable trade discount); the cost of delivery to the site; all applicable taxes; the cost of labor required under the allowance (but only when labor is specified to be included

in the allowance); the Contractor's costs for handling at the site (including unloading, uncrating and storage); installation costs; costs of protection of materials, supplies and equipment from the elements and from damage; Subcontractors' overhead and profit, and; other expenses contemplated in the original allowance.

3.8.2 Each allowance shall exclude the Contractor's overhead and profit, and such amount shall be included in the Contract Sum.

3.8.3 Whenever the cost is more or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order or Construction Change Directive, the amount of which shall recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

3.9 **Project Manager.** The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Project site during the performance of the Work. The Project Manager shall represent the Contractor in all matters as provided in the Contract Documents.

3.10 **Construction Schedule and Schedule of Submittals.**

3.10.1 Construction Schedule. The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval a Contractor's Construction Schedule for the Work. The Construction Schedule shall provide for expeditious and practicable execution of the Work and shall not exceed the time limits provided under the Contract Documents. The Construction Schedule shall be revised as required by the conditions of the Work and the Project subject to the Owner's approval.

3.10.2 Schedule of Submittals. Immediately after being awarded the Contract, the Contractor shall prepare and keep current, for the Owner's approval, a schedule of Submittals which is coordinated with the Construction Schedule and allows the Architect reasonable time to review Submittals. The schedule of Submittals shall indicate priorities among the Submittals, and such prioritization shall be adjusted as the schedule of Submittals is adjusted with the Construction Schedule.

3.11 **Documents and Samples at the Site.** The Contractor shall maintain at the Project site, on a current basis, one "as-built" copy of all Contracts, Drawings, Specifications, Addenda, Change Orders, Construction Change Directives and other

Modifications, in good order and marked currently to record all changes and selections made during construction, and approved Shop Drawings, Product Data, Samples and other Submittals. These documents shall be available to the Architect, the Owner's Representative and the Owner during the performance of the Work. The Contractor shall deliver one copy of all such documents to the Owner upon completion of the Work.

3.12 **Shop Drawings, Product Data and Samples.**

3.12.1 Definitions.

3.12.1.1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.1.2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate a material, product or system for some portion of the Work.

3.12.1.3 **Samples.** Samples are physical examples which illustrate materials, equipment or workmanship,

and establish standards by which the Work shall be judged.

3.12.2 The Contractor shall prepare or caused to be prepared, and shall review, approve and submit to the Architect for appropriate action, with reasonable promptness and in such sequence in accordance with the schedule of Submittals as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples and other Submittals required by the Contract Documents. The Contractor shall deliver all approved Submittals to the Architect for the Architect's review pursuant to the provisions of Section 5.2.7. The Contractor shall coordinate the Contractor's Shop Drawings, Product Data, Samples and other Submittals with those of other separate contractors. In order to coordinate Submittals relating to the Work and the Project, the Contractor shall notify the Owner if the Contractor wishes to obtain copies of or otherwise review the Submittals of separate contractors, and the Contractor shall afford any separate contractor reasonable access to the Contractor's Submittals and notify the Owner's Representative of the request of a separate contractor for such access.

3.12.3 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the

respective Submittal has been reviewed by the Architect in accordance with subparagraph 5.2.7. All Work that is subject to any Submittal shall be in accordance with the Submittal that has been reviewed by, and approved by, the Architect.

3.12.4 By preparing, approving and submitting Shop Drawings, Product Data, Samples and other Submittals, the Contractor represents that the Contractor has determined and verified such materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such Submittal with the requirements of the Work, the Project and the Contract Documents, as the Contractor deems appropriate for the proper completion of the Work and the construction of the Project.

3.12.5 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of any Shop Drawing, Product Data, Sample or other Submittal under Subsection 5.2.7, unless the Contractor has specifically notified the Architect and the Owner in writing of such deviation at the time of submission of such Submittal and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors, omissions or inaccuracies in the

Shop Drawings, Product Data, Samples or other Submittals due to the Architect's or Owner's respective approval of the deviation from the Contract Documents incorporated in such Submittal.

3.12.6 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested by the Architect on previous Submittals.

3.13 **Use of Project Site.** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall coordinate all the Contractor's operations with, and secure approval from, the Owner before using any portion of the site.

3.14 **Cutting and Patching of Work.**

3.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

3.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any

separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner, and the Owner shall obtain the consent of the Contractor in the event the Owner or a separate contractor cuts, patches or otherwise alters the Work performed by the Contractor. The Contractor and the Owner shall not unreasonably withhold their consent with respect to cutting, patching or otherwise altering the Work as described above.

3.15 **Cleaning Up.**

3.15.1 The Contractor shall at all times keep the Project Site free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove all the Contractor's waste materials and rubbish from and about the Project Site as well as all the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Section 2.5 and the cost thereof shall be charged to the Contractor.

3.16 **Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is required by the Contract Documents. If the Contractor has reason to believe that the required design, process or product infringes on a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Owner and to the Architect.

ARTICLE 4 SUBCONTRACTORS

4.1 **Definition.**

4.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors, however, for the purposes of the Contract the term Subcontractor shall also include a Sub-subcontractor where appropriate.

4.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to

perform any of the Work at the site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.

4.2 **Awards of Subcontracts and Other Contracts for Portions of the Work.**

4.2.1 Unless otherwise required by the Contract Documents, the Contractor, prior to the award of a subcontract, shall notify the Owner of the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner shall promptly notify the Contractor whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to promptly notify the Contractor of any reasonable objection shall constitute the Owner's acceptance of the persons or entities proposed by the Contractor to the Owner for each of the principal portions of the Work.

4.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Subsection 4.2.1. Unless specifically provided otherwise in the Contract Documents, the Contractor shall not be required to contract with anyone to whom the Contractor has a reasonable

objection, and has obtained the consent of the Owner not to contract with such person.

4.2.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subsection 4.2.1.

4.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

4.3 **Subcontractual Relations.** By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by

the Subcontractor so that the subcontracting thereof shall not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor shall be bound by this Section 4.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their Sub-subcontractors.

ARTICLE 5 ADMINISTRATION OF THE CONTRACT

5.1 **Administration of the Contract.** The Architect and the Owner's Representative shall represent the Owner during construction and during any correction period provided in the Contract Documents. The Architect and the Owner's Representative shall advise and consult with the Owner. All communications and instructions to the Subcontractors shall be forwarded through the Contractor. Communications to separate contractors shall be forwarded through the Owner. The Architect and the Owner's

Representative shall have authority to act on behalf of the Owner in accordance with the Contract Documents.

5.1.1 The Architect and the Owner's Representative shall at all times have access to the Work wherever it is in preparation and progress in accordance with industry custom and practice for projects of similar size and scope as the Project. The Contractor shall require the Subcontractors to provide facilities for such access so that the Architect and the Owner's Representative may perform their functions under the Contract Documents.

5.1.2 The duties, responsibilities and limitations of authority of the Architect and the Owner's Representative as the Owner's representatives during construction as set forth in the Contract Documents, shall not be materially modified or extended without written consent of the Contractor, which consent shall not be unreasonably withheld.

5.1.3 In case of the termination of the employment of the Architect or the Owner's Representative, the Owner shall appoint an architect or owner's representative, respectively, against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former architect or owner's representative, respectively.

5.1.4 The Architect, Contractor and Owner shall cooperate to establish a uniform procedure for identifying, logging, and recording drawings, Submittals, interpretations, Modifications, Change Orders, Construction Change Directives, Minor changes in the Work and such other documentation and communications under the Contract Documents as the Architect, Contractor and Owner deem appropriate.

5.2 **The Architect's Responsibilities.**

5.2.1 The Architect shall determine in general that the Work of the Contractor is being performed in accordance with the Contract Documents, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

5.2.2 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with, and when completed shall comply with, the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress of

the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor and Subcontractors.

5.2.3 The Architect shall render interpretations relating to the design intent expressed in the Contract Documents necessary for the proper execution or progress of the Work, and determine matters concerning performance of the Work, with reasonable promptness and in accordance with agreed upon time limits. Either party to the Contract may make reasonable written request to the Architect for such design interpretations.

5.2.4 The Architect shall review and make recommendations on such matters as may be submitted to the Architect by the Owner or the Contractor in accordance with the Contract Documents, such as notices of deviations with the Contract Documents (pursuant to Subsection 3.12.5), and Claims (pursuant to Subsection 5.4.9).

5.2.5 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form. In exercising its duties and responsibilities, the Architect shall be impartial and shall not favor either the Owner or the Contractor.

5.2.6 The Architect shall have the responsibility and authority to reject Work which does not conform to the

Contract Documents. The Architect shall have authority to require special inspection or testing, but shall take such action only after consultation with the Owner. Neither the Architect's authority to act under this Subsection 5.2.6, nor any decision made by the Architect in good faith to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, a Subcontractor, any of their agents or employees, or any other person performing any of the Work.

5.2.7 The Architect shall review and approve or take other appropriate action upon the Contractor's Submittals transmitted to the Architect pursuant to the Contract Documents, such as Shop Drawings, Product Data and Samples. Such action shall be taken with reasonable promptness so as to cause no delay in the progress of the Work. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

5.2.8 Following consultation with the Owner, the Architect shall take appropriate action on Change Orders and Construction Change Directives in accordance with Article 6 and shall have authority to order minor changes in the Work as provided in Subsection 6.4.

5.2.9 Based upon the Architect's observations and evaluations of the Contractor's Applications for Payment,

the Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in accordance with the provisions of Section 9.4.

5.2.10 The Architect shall conduct inspections to determine Substantial Completion of any designated portion of the Work and the date of Substantial Completion in accordance with the provisions of Section 9.8, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall conduct inspections to determine final completion of the Work and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents in accordance with the provisions of Section 9.9.

5.3 **The Contractor's Responsibilities.**

5.3.1 The Contractor shall schedule and coordinate the Work of all Subcontractors on the Project including their use of the site. The Contractor shall keep the Subcontractors informed of the Project Construction Schedule to enable the Subcontractors to plan and perform the Work properly.

5.3.2 The Contractor shall review all Applications for Payment by the Subcontractors, including final payment, and shall assemble them into a combined Project Application

for Payment. The Contractor shall then make recommendations to the Architect for certification for payment.

5.3.3 The Contractor shall receive from the Subcontractors and review all Shop Drawings, Product Data, Samples and other Submittals and upon approval the Contractor shall coordinate them with information contained in related documents and transmit to the Architect those recommended for approval in accordance with the schedule of Submittals described in Section 3.10.2.

5.3.4 The Contractor shall have the authority and responsibility to reject Work which does not conform to the Contract Documents. Whenever, in the Contractor's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Contractor shall recommend special inspection or testing of the Work in accordance with Subsection 12.6.1 whether or not such Work is then fabricated, installed or completed.

5.3.5 The Contractor shall assist the Architect in conducting inspections to determine the dates of Substantial Completion and final completion, and shall assemble, receive and forward to the Architect written warranties and related documents related to the Work and to any materials, supplies, equipment or systems used in the performance of, or incorporated in, the Work.

5.4 **Claims and Disputes.**

5.4.1 Definition. A Claim is a demand or assertion by the Owner or the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment or withholding of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relative to the Contract. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.

5.4.2 Claims. Claims of the Contractor or the Owner (the party making such Claim to be referred to as the "Claimant") shall be delivered by notice to the other party (the party receiving such claim to be referred to as the "Respondent") for action as provided in Section 5.5. A decision by the Respondent, as provided in Subsection 5.5.3, shall be required as a condition precedent to the Claimant's request for arbitration or commencement of litigation as to all such matters arising prior to the date final payment is due, regardless of (a) whether such matters relate to execution and progress of the Work or (b) the extent to which the Work has been completed. A decision by the Respondent in response to a Claim filed by the Claimant shall not be a condition precedent to a request for

arbitration or commencement of litigation in the event: (i) the Respondent has failed to render a decision within agreed time limits; (ii) the Respondent has failed to render a final decision within forty-five (45) days since the original Claim was delivered to the Respondent, excluding the period of time in which the Claimant gathered additional supporting data, or needed by the Claimant to modify its Claim; or (iii) the Claim relates to a mechanic's lien.

5.4.3 Time Limits on Claims. Claims must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the Claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by Change Order or Construction Change Directive shall not be considered unless submitted in a timely manner.

5.4.4 Continuing Contract Performance. Pending final resolution (including arbitration or litigation) of a dispute or Claim pursuant to the provisions of Section 5.5, including, but not limited to, any dispute or Claim relating to Concealed Conditions under Subsection 5.5.1 or Subsection 5.5.2, or a dispute or Claim as to whether work should be subject to a Change Order, a Construction Change Directive or a minor change in the Work under Article 6, unless otherwise agreed in writing by the Owner and the Contractor

the Contractor shall be required to continue to perform the Work in accordance with the Contract Documents and the Owner shall be required to make payments as described in Article 9.

5.4.5 Waiver of Claims; Final Payment. The making of final payment in accordance with the provisions of Section 9.9 shall constitute a waiver of Claims by the Owner and by the Contractor, except those Claims arising from:

5.4.5.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

5.4.5.2 failure of the Work to comply with the requirements of the Contract Documents;

5.4.5.3 faulty or defective Work appearing after the Substantial Completion of the Work;

5.4.5.4 terms of special warranties required by the Contract Documents; or

5.4.5.5 claims previously made in writing and identified by the Contractor as unsettled at the time of the Final Application for Payment.

5.4.6 The Contractor shall provide in its agreements with Subcontractors and material suppliers that acceptance of Final Payment by the Contractor shall constitute a waiver of all Claims by the Contractor, such Subcontractor or material supplier against the Owner, except for such Claims previously made in writing and identified by

such person as unsettled at the time of the Final Application for Payment.

5.4.7 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, the Contractor must submit such Claim to the Owner before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

5.4.8 Claims for Additional Time.

5.4.8.1 If the Owner requests the Contractor to perform a Critical Path Method schedule analysis (a "CPM Analysis") with respect to a Claim for Additional Time, the Owner shall not be required to act on any Claim for additional time, and the time limits described in Subsections 5.4.2 and 5.5.2 for response by the Respondent to a Claim shall be tolled, until the Contractor has provided such CPM analysis. A CPM analysis shall demonstrate a delay to the critical path by comparing the critical path indicated on the Construction Schedule described in Subsection 3.10.1 to actual conduct of the Work alleged by the Contractor to have been delayed. The Contractor shall supply a CPM Analysis requested by the Owner pursuant to this Section 5.4.8.1 within fifteen (15) days of the date of the Owner's written request for same.

5.4.8.2 If the Contractor wishes to make Claim for an increase in the Contract Time, the Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

5.4.8.3 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

5.4.9 Review by Architect. The Owner may submit any Claim received by the Owner to the Architect for the Architect's review and recommendations, and the Architect shall review and make any such recommendations promptly.

5.5 **Resolution of Claims and Disputes.** All Claims and disputes between the Contractor and the Owner shall be disposed of in accordance with the provisions of this Section 5.5.

5.5.1 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (b) unknown physical conditions of an unusual

nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (the conditions described in (a) and (b) to be individually and collectively referred to as "Concealed Conditions"), and the Contractor reasonably believes that the existence of such Concealed Conditions warrant an increase in the Contract Sum, or an extension of the Contract Time, then the Contractor shall notify the Owner of such Concealed Conditions promptly before such Concealed Conditions are disturbed, and in no event later than twenty-four (24) hours after the Contractor first observes the Concealed Conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that such conditions are Concealed Conditions and will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Owner shall recommend to the Contractor an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not Concealed Conditions or that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor and state the reasons for such determination. Claims by the Contractor in opposition to such determination must be made within (21) days after the Owner has given notice of its

decision. If the Owner and Contractor cannot agree on whether an adjustment in the Contract Sum or Contract Time is warranted, or the amount of any such adjustment, the Contractor shall submit a Claim relating to such dispute, and such Claim shall be treated pursuant to the provisions of Subsection 5.5.3.

5.5.2 For all Claims not described in Subsection 5.5.1, the Respondent shall review each Claim submitted by a Claimant and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (a) reasonably request additional supporting data from the Claimant; (b) reject the Claim in whole or in part, stating reasons for rejection; (c) approve the Claim in its entirety; or (d) suggest a compromise. The Respondent may also, but is not obligated to, notify any surety, if any, of the nature and amount of the Claim.

5.5.2.1 If a Claim has been resolved after the Respondent's initial response to the Claim in accordance with Subsection 5.5.2, the Claimant and the Respondent shall prepare or obtain appropriate documentation.

5.5.2.2 If a Claim has not been resolved after the Respondent's initial response to the Claim in accordance with Subsection 5.5.2, the Claimant shall, within ten (10) days after the Respondent's initial

response, take one or more of the following actions: (a) withdraw the Claim; (b) submit additional supporting data reasonably requested by the Respondent; (c) modify the initial Claim; or (d) notify the Respondent that the initial Claim stands.

5.5.3 The Respondent shall, in response to the Claimant's submission of additional supporting data, modified Claim or re-submitted Claim pursuant to the provisions of Subsection 5.5.2.2, review such information and/or documentation and within ten (10) days of receipt of thereof: (a) reasonably request additional supporting data from the Claimant; (b) reject the modified or re-submitted Claim in whole or in part, stating reasons for rejection; (c) approve the modified or re-submitted Claim in its entirety; or (d) suggest a compromise.

5.5.3.1 If a Claim has been resolved after the Respondent's subsequent response to the Claim in accordance with Subsection 5.5.3, the Claimant and the Respondent shall prepare or obtain appropriate documentation.

5.5.4 If a Claim or any portion thereof has not been resolved after re-consideration by the Respondent pursuant to the provisions of Subsection 5.5.3, the Claimant may request the Respondent to submit to arbitration. The Contractor and the Owner expressly agree that any claim,

dispute, disagreement or other matter in question between them arising out of or relating to a Claim or the Contract shall not be subject to arbitration unless such parties mutually agree, in writing, at the time such claim, dispute, disagreement or other matter in question arises to settle such issue by arbitration. Should the Contractor and the Owner agree to settle any such issue between them by arbitration according to the foregoing, the parties shall proceed with arbitration. Any such arbitration proceeding shall be administered by the American Arbitration Association pursuant to the Construction Industry Arbitration Rules ("CIAR") in effect at the time of the agreement to arbitrate; each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator pursuant to Rule 15 of the CIAR--"Appointment of Neutral Arbitrator by Party-Appointed Arbitrator.". In the event that the Contractor and the Owner do not agree to settle such dispute, issue or Claim by arbitration, the Claimant may proceed with litigation.

ARTICLE 6 CHANGES IN THE WORK

6.1 **Changes.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, pursuant to the provisions of

this Article 6, and other relevant provisions of the Contract Documents.

6.2 **Change Orders.** A Change Order is a written instrument prepared by the Owner and signed by the Contractor, the Architect and the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order or by Construction Change Directive (as described in Section 6.3, below). A Change Order signed by the Contractor indicates the agreement therewith, including any adjustment in the Contract Sum or the Contract Time.

6.2.1 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

6.2.1.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

6.2.1.2 by unit prices stated in the Contract Documents or subsequently agreed upon; or

6.2.1.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

6.3 **Construction Change Directives.** A Construction Change Directive is a written order prepared by the Owner and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

6.3.1 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order or when Work must be performed in the absence of complete agreement between the Owner, Architect and Contractor regarding such Work. A Construction Change Directive may not be used by the Owner to implement a discretionary change in the scope of the Project not contemplated in the original design of the Project if the cost of performing the work required by such change would exceed one hundred thousand dollars ($100,000.00).

6.3.2 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

6.3.2.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

6.3.2.2 unit prices stated in the Contract Documents or subsequently agreed upon;

6.3.2.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

6.3.2.4 if there is a dispute as to the method of adjustment of the Contract Sum as described in the Construction Change Directive, the Contract Sum shall be adjusted by the Construction Change Directive using the method of adjustment described in Subsection 6.3.6.

6.3.3 If a Construction Change Directive provides for an adjustment to the Contract Time, the adjustment shall be based on a Critical Path Method schedule analysis which demonstrates an adjustment to the critical path by comparing the critical path indicated on the Construction Schedule described in Subsection 3.10.1 to actual conduct of the Work alleged to require such adjustment.

6.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

6.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

6.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the amount of any such adjustment shall be determined on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for Subcontractors' overhead and profit. In such case, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subsection 6.3.6 shall be limited to the following:

6.3.6.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

6.3.6.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

6.3.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

6.3.6.4 costs of premium for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

6.3.6.5 additional costs of Subcontractors' supervision and field office personnel directly attributable to the change.

6.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Subcontractors' overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

6.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

6.4 **Minor Changes in the Work.** The Architect shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued by the Architect, and shall be binding on the Owner and the Contractor. The Architect shall notify the Owner of all such minor changes simultaneously with the delivery of such written order to the Contractor.

6.5 **Adjustment of Unit Prices.** If the quantities originally contemplated in the Contract Documents relating to any portion of the Work are changed in a Change Order or Construction Change Directive and application of the agreed unit prices to the quantities of Work proposed may cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted by agreement between the Owner and the Contractor.

ARTICLE 7 UNCOVERING AND CORRECTION OF WORK

7.1 **Uncovering of Work.**

7.1.1 If any portion of the Work should be covered contrary to the timely request of the Architect or the Owner, or contrary to the requirements specifically expressed in the Contract Documents, it must, if required in

writing by either, be uncovered for their observation and shall be replaced at the Contractor's expense.

7.1.2 If any other portion of the Work has been covered which the Architect or the Owner has not specifically requested to observe prior to its being covered, the Owner, or the Architect with the Owner's consent, may request to see such Work and it shall be uncovered by the Contractor. If such uncovered Work is found to be in accordance with the Contract Documents, the cost of uncovering and any replacement necessitated by such uncovering shall, by appropriate Change Order, be charged to the Owner. If such uncovered Work is found not to be in accordance with the Contract Documents, the Contractor shall pay the cost of uncovering and any replacement necessitated by such uncovering; provided, however, that if such Work was performed by the Owner or a separate contractor as provided in Section 2.2, the Owner shall be responsible for the payment of such costs.

7.2 **Correction of Work.**

7.2.1 The Contractor shall promptly correct all defective Work or Work failing to conform to the Contract Documents whether observed before or after Substantial Completion of the Project and whether or not then

fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

7.2.2 The Contractor shall require each bid by a Subcontractor for Work that requires the purchase of a major building system to be incorporated into the Work as identified on Schedule 7.2.2 (a "Major Building System") to contain a maintenance agreement with such Major Building System supplier for the benefit of the Owner and containing such terms and conditions as are acceptable to the Owner that provides for the continued maintenance of the Major Building System.

7.2.3 If, within one (1) year after Substantial Completion of the Work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct such Work promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition, or defective or nonconforming Work.

7.2.4 The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected by the Contractor or approved by the Owner, unless such removal is waived in writing by the Owner.

7.2.5 If the Contractor fails to correct defective or nonconforming Work as provided in this Section 7.2, within a reasonable amount of time the Owner may correct it in accordance with Section 13.6.

7.2.6 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor. If such proceeds of sale do not cover all costs which the Contractor should have been borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due to the Contractor are insufficient to cover such amount, the Contractor shall pay the difference to the Owner.

7.2.7 The Contractor shall bear the cost of making good of all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

7.2.8 Nothing contained in this Section 7.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 3.5 hereof. The establishment of the one (1) year warranty period described in Subsection 7.2.3, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

7.3 **Acceptance of Defective or Nonconforming Work.** The Owner may, by written consent, accept defective or nonconforming Work instead of requiring its replacement and/or removal. In such event, the Contract Sum shall be equitably reduced, whether or not Final Payment has been made.

ARTICLE 8 TIME

8.1 **Definitions.** Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work and is measured from the date of Commencement to the date of Substantial Completion. The date of commencement of the Work and the date of Substantial Completion, and any adjustments thereto, are established in the Agreement between the Owner and the Contractor. The term "day" as used in the Contract Documents shall mean a calendar day unless specifically designated otherwise.

8.2 **Progress and Completion.**

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall begin the Work on the date of Commencement and shall perform the Work expeditiously with adequate forces and shall achieve Substantial Completion of the Work within the Contract Time (as may be adjusted pursuant to the Contract Documents).

8.2.3 At any time the actual progress of the Work does not equal or exceed the progress of the Work indicated on the Construction Schedule described in Subsection 3.10.1,

the Contractor shall immediately notify the Owner of such variance and provide the Owner with a plan for remedying such variance for the Owner's approval, which approval shall not be unreasonably withheld.

8.3 **Delays and Extensions of Time.**

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, and/or the Architect, any of their employees, any separate contractor employed by the Owner, or by changes ordered in the Work, labor disputes not the fault of the Contractor or any Subcontractor, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, any causes beyond the Contractor's control, delay authorized by the Owner pending dispute resolution, or by any other cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such period of delay.

8.3.2 The Contractor may, in the event of a delay in the progress of the Work caused by one or more of the circumstances described in Subsection 8.3.1, make a Claim for the actual and direct costs incurred by the Contractor at the Project site and specifically caused by such delay.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 **Contract Sum.** The Contract Sum is stated in the Contract between Owner and Contractor and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 **Schedule of Values.** The Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect and the Owner may require. This schedule, unless objected to by the Owner or the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 **Applications for Payment.** The Contractor shall submit to the Architect (and simultaneously deliver a copy to the Owner) each calendar month an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner, or the Architect, may require, and reflecting retainage described in the Contract. The Contractor shall assemble the application with similar applications from Subcontractors on the Project into a combined Contractor Application for Payment and forward it with recommendations to the Architect.

9.3.1 Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directive but not included in Change Orders.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and

that no Work, materials or equipment covered by an Application for Payment shall have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 **Certificates for Payment.**

9.4.1 The Architect shall review the Contractor Application for Payment and within seven (7) days of receipt of such Contractor Application for Payment either issue a Certificate for Payment to the Owner for such amounts as the Architect determines are properly due, or notify the Owner and the Contractor in writing of the reasons for withholding a Certificate as provided in Section 9.6.

9.4.2 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner that, based on the Architect's observations at the site as provided in the Contract Documents and the data comprising the Contractor Application for Payment, the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to (a) an evaluation of the Work for

conformance with the Contract Documents upon Substantial Completion of the Work, (b) the results of any subsequent tests required by or performed under the Contract Documents, (c) minor deviations from the Contract Documents correctable prior to completion, and (d) any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made an examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 **Progress Payments.**

9.5.1 The Owner shall pay the Contractor the amount certified by the Architect in a Certificate for Payment within thirty (30) days of the date the Architect issues a Certificate for Payment.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor

is entitled, reflecting the percentage actually retained from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.

9.5.3 Neither the Owner, the Architect nor the Owner's Representative shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.4 No certification of a progress payment, any progress payment, or any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 **Withheld Certificates for Payment.**

9.6.1 The Architect, following consultation with the Owner and the Owner's Representative, may decline to certify payment and may withhold a Certificate for Payment in whole or in part to the extent necessary to reasonably protect the Owner, if, in the Architect's opinion, the Architect is unable to make representations to the Owner as provided in Subsection 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subsection 9.4.2 and to certify payment in the amount of the Contractor

Application for Payment, the Architect shall notify the Contractor stating the reasons for such determination. If the Contractor and the Architect cannot agree on a revised amount, the Architect shall promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, the Architect may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in the Architect's opinion, to protect the Owner from loss because of:

9.6.1.1 defective Work not remedied;

9.6.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

9.6.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.6.1.4 damage to the Owner or another contractor;

9.6.1.5 reasonable evidence that the Work will not be completed within the Contract Time;

9.6.1.6 the Contractor's or a Subcontractor's persistent failure to carry out the Work in accordance with the Contract Documents;

9.6.1.7 the Contractor has, in the Architect's opinion, submitted an unintelligible or incomplete Contractor Application for Payment, or has provided insufficient information to the Architect in support of such Contractor Application for Payment; or

9.6.1.8 the Architect determines that the Work that the Contractor has claimed as completed in such Contractor Application for Payment has not been fully performed or completed.

9.6.2 When the grounds in Subsection 9.6.1 above are removed, payment shall be made for amounts previously withheld pursuant to the provisions of Section 9.5.

9.7 **Failure of Payment.** If, (a) in the absence of the circumstances described in Section 9.6, the Architect does not issue a Certificate for Payment, in whole or in part, within seven (7) days after the Architect's receipt of the Contractor Application for Payment, or, (b) the Owner does not pay the Contractor the amount indicated in a Certificate for Payment within seven (7) days of the date established in the Contract Documents for payment to the Contractor of such amounts, then the Contractor may, upon seven (7) days' written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down,

delay and start-up, which shall be effected by appropriate Change Order in accordance with Section 6.2.

9.8 **Substantial Completion.**

9.8.1 When the Contractor considers that the Work or a designated portion thereof is substantially complete, the Contractor shall prepare for the Owner and the Architect a list of items to be completed or corrected (the "Contractor's List"). The Contractor shall proceed promptly to complete and correct items on the Contractor's List. The failure to include any item on the Contractor's List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's List, the Architect shall inspect the Work to determine whether the Work or designated portion thereof is substantially complete. The Architect shall notify the Contractor of any item, whether or not then on the Contractor's List, that is not in accordance with the Contract Documents (such list of items to be referred to as the "Punch List"). When the Architect, on the basis of inspection and consultation with the Owner's Representative and the Contractor, determines that the Work or designated portion thereof is substantially complete, the Architect shall then prepare a Certificate of Substantial Completion of the Work or designated portion thereof which shall (a)

11.1.3.1 Workers' Compensation and Employers' Liability Insurance. Such insurance shall be maintained in accordance with the laws of the State of New York, and shall include endorsements for the United States Longshoremen and Harbor Workers' Compensation Act, and Voluntary Compensation Endorsement:

Coverage A - Statutory

Coverage B - Employers Liability Limit
$500,000 Each Accident
$500,000 Disease - Each Employee
$500,000 Disease - Policy Limit

11.1.3.2 Primary Commercial General Liability Insurance.

Limits of Liability (Annually)
$2,000,000 Per Occurrence
$2,000,000 Personal Injury and Advertising
$3,000,000 Products/Completed Operations Aggregate
$3,000,000 General Aggregate
$100,000 Fire Legal Liability

The Commercial Liability Policy will include:

11.1.3.2.1 Bodily Injury and Property damage on the 1988 ISO occurrence policy form (or on its successor form or equivalent thereto).

11.1.3.2.2 The interest of employees as Additional Insureds.

11.1.3.2.3 Coverage against blasting damage, adjacent building collapse and damage to underground utilities commonly referred to as XCU coverage.

11.1.3.2.4 Contractual (oral and written contracts).

11.1.3.2.5 Completed Operations coverage for a period of three (3)

otherwise provided in the Certificate of Substantial Completion.

9.9 **Completion and Final Payment.**

9.9.1 Following the Architect's issuance of the Certificate of Substantial Completion of the Work, and the Contractor's completion of the Work (whether described on the Punch List or not), the Contractor shall forward to the Architect and the Owner a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Owner a final Contractor Application for Payment. Upon receipt, the Owner shall make the necessary evaluations and forward recommendations to the Architect who shall promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect shall issue a Final Certificate for Payment which shall approve the final payment due the Contractor. This approval shall constitute a representation that, to the best of the Architect's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable. The Architect's approval of said Final Certificate for Payment shall constitute a

further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subsection 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Architect (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, (b) consent to surety, if any, to final payment, and (c) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders

affecting final completion, the Owner shall, upon application by the Contractor and certification by the Architect and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor prior to certification of such payment. Such payment shall be made under the terms and conditions of the Contract Documents governing final payments, except that it shall not constitute a waiver of claims.

9.9.4 All provisions of this Contract, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of Final Payment prior to the date of Substantial Completion of the Project.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 **Safety Precautions and Programs.** Notwithstanding anything to the contrary in the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs

in connection with the Work. Such safety precautions and programs shall be consistent with any applicable standards and requirements of the Occupational Safety and Health Act and any Owner's Controlled Insurance Program as described in Section 11.1. Consistent with the Contractor's obligations with respect to safety precautions and programs, described above, each subcontractor, supplier and other contractor shall be obligated to initiate, maintain and supervise all safety precautions and programs in connection with the Project and their Work. At all times the Subcontractors shall be the controlling employer of their employees and their work.

10.2 **Safety of Persons and Property.**

10.2.1 The Contractor shall take, and shall require all Subcontractors, suppliers, and separate contractors to take, all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 all employees on the Work and all other persons who may be affected thereby;

10.2.1.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Subcontractors or other separate contractors;

10.2.1.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

10.2.1.4 the work of the Owner or other separate contractors.

10.2.2 The Contractor shall, and the Contractor shall cause all Subcontractors, suppliers, and other contractors to, give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss.

10.2.3 The Contractor shall, and the Contractor shall cause all Subcontractors, suppliers, and other contractors to, erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the

utmost care and shall carry on such activities under the supervision of properly qualified personnel, and shall use or store all such materials in accordance with all applicable published laws, regulations or codes governing their use or storage.

10.2.5 The Contractor and each Subcontractor shall designate a responsible member of their respective organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's or Subcontractor's respective superintendent unless otherwise designated by the Contractor or Subcontractor in writing to the Owner.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 **Property Damage.** The Contractor shall immediately notify the Owner of any loss or damage to any property referred to in Subsections 10.2.1.2, 10.2.1.3 and 10.2.1.4. When notified by the Owner in writing, the Contractor shall promptly remedy, repair or replace any Work that suffers damage or loss during the term of the Contract, whether or not such remedy, repair, replacement, damage or loss is covered under the Builders' Risk insurance described in Subsection 11.1.3.4. The Contractor shall bear all costs of remedying, repairing or replacing all Work that is negligently performed or that is performed using faulty,

inadequate or defective workmanship, construction, materials or repair. Where loss or damage to Work is otherwise covered under the Builders' Risk insurance described in Subsection 11.1.3.4, the Owner shall assist the Contractor in making a claim to the Builders' Risk insurer for the cost of remedying, repairing or replacing such Work. If the Builders' Risk insurer accepts a claim relating to such loss or damage, the Owner shall, to the extent of the proceeds received under the Builder's Risk policy for such claim plus any applicable deductible amount, pay the Contractor the cost of remedying, repairing or replacing such Work; provided, however, that where such covered loss or damage is caused by or results from (a) the negligence of the Contractor, a Subcontractor, anyone directly or indirectly employed by the Contractor or a Subcontractor, or by anyone for whose acts the Contractor or a Subcontractor may be liable, or (b) the Contractor's or a Subcontractor's faulty, inadequate or defective workmanship, construction, materials, renovation, remodeling, grading, compaction, maintenance or repair, the Contractor or Subcontractor, respectively, shall assume and pay for the first $5,000 of the cost to remedy, replace or repair the Work. Where (x) loss or damage to Work is not covered under the Builders' Risk insurance described in Subsection 11.1.3.4, and (y) such loss or damage is not caused by or results from the negligence of the Contractor, a Subcontractor, anyone directly or indirectly employed by the Contractor or a Subcontractor, or by

anyone for whose acts the Contractor or a Subcontractor may be liable, or from the Contractor's or a Subcontractor's faulty, defective or inadequate workmanship, construction, materials, renovation, remodeling, grading, compaction, maintenance or repair, and (z) the Owner notifies the Contractor to proceed with remedying, repairing or replacing such Work, then the Owner shall pay the Contractor the cost of repairing or replacing such Work.

10.4 **Emergencies.** In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 6 for Changes in the Work.

10.5 **Hazardous Materials.** It is understood and agreed that these General Conditions do not contemplate the handling of, responsibility for the discovery of, or the performance of services by the Contractor related to the abatement, replacement or removal of products or processors involving a Hazardous Material. If such Hazardous Materials are present at the Project site and were not brought on to the Project site by the Contractor, a Subcontractor, materialman or supplier, or by any of their employees, agents or anyone for whose acts the Contractor, a Subcontractor, a materialman or supplier may be

responsible, the Owner shall retain and pay for specialists required under any Environmental Law to perform services to specify and supervise abatement, replacement, remediation, or removal procedures. If such Hazardous Materials are present at the Project site and were brought on to the Project site by the Contractor, a Subcontractor, materialman or supplier, or by any of their employees, agents or anyone for whose acts the Contractor, a Subcontractor, a materialman or supplier may be responsible, the Contractor shall retain and pay for specialists required under any Environmental Law to perform services to specify and supervise abatement, replacement, remediation or removal procedures. The Contractor shall carry on the Work and maintain its progress where not hampered by the abatement, replacement, remediation or removal procedures, unless otherwise prohibited by law. The Contractor has the obligation to require all Subcontractors to agree to comply with all Environmental Laws.

10.5.1 Indemnification for Environmental Liabilities.

10.5.1.1 **Indemnification by Owner.** The Owner agrees to hold harmless, defend and indemnify the Contractor from any and all Environmental Liabilities the Contractor incurs due to the presence of any Hazardous Materials on the Project site, to the extent such Hazardous Materials were not brought on to the Project site by the Contractor, a Subcontractor,

materialman or supplier, or by any of their employees, agents or anyone for whose acts the Contractor, a Subcontractor, a materialman or supplier may be responsible.

10.5.1.2 **Indemnification by Contractor.** The Contractor agrees to hold harmless, defend and indemnify the Owner, and each the parties identified as an "additional insured" in Section 11.5 of these General Conditions, from any and all Environmental Liabilities any of such parties incurs due to the presence of any Hazardous Materials brought on to the Project site by the Contractor, a Subcontractor, materialman or supplier, or by any of their employees, agents or anyone for whose acts the Contractor, a Subcontractor, a materialman or supplier may be responsible.

10.5.1.3 The requirements of the Owner and the Contractor to hold harmless, defend and indemnify the other party, as described in Subsections 10.5.1.1 and 10.5.1.2 above, shall survive the completion of the Project, the Work administered under these General Conditions, and these General Conditions themselves.

10.5.1.4 **Definitions.** For the purposes of the Agreement and these General Conditions, the following terms shall have the meanings indicated below:

10.5.1.4.1 "Hazardous Material" shall mean any substance or material, in any form, that is, at the time of execution of the Agreement, or that becomes, after such date, subject to, or regulated under, any Environmental Law.

10.5.1.4.2 "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements or any governmental authority regulating or imposing standards of liability or standards of conduct (including common laws) concerning air, water, solid waste, hazardous materials (as defined therein), regulated substances (as defined therein), worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and other environmental, health, safety building, land use, and local government concerns as may be in effect on the date of execution of the Agreement.

10.5.1.4.3 "Environmental Liability" shall mean any claim, action, demand, penalty, fine, liability, settlement, lawsuit, damage, cost, or

expense (including, without limitation, reasonable attorney and consultant fees), investigation and laboratory fee, court cost and litigation expense of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the disposal, release or threatened release of any Hazardous Material on the Project site, (b) the exposure, handling, use, treatment, purchase, sale, storage, or disposal of any Hazardous Material on the Project site, (c) any personal injury (including wrongful death or property damage, real or personal) arising out of or related to any Hazardous Material, (d) any lawsuit brought or threatened, settlement reached or government order given relating to such Hazardous Material, and/or (d) any violation of any Environmental Law.

ARTICLE 11 INSURANCE

11.1 **Owner Controlled Insurance Program.** The Owner shall secure and maintain, at its own expense, for the benefit of the Contractor, Subcontractors and other designated contractors performing work at the site, an Owner Controlled Insurance Program (the "OCIP"). The OCIP shall not cover, among others, vendors, suppliers, material dealers, others who merely make

deliveries to or from the Project site, public and private utilities, the Niagara Frontier Transit Authority, and contractors performing work adjacent to the Site not a part of the Project.

11.1.1 Employees of the Contractor and Subcontractors covered by workers' compensation insurance are those employees whose full-time duties will be performed at the job site.

11.1.2 In the event an employee of the Contractor or a Subcontractor is transferred from the Project site to another job, the coverage provided by the OCIP shall cease when their employment at the site terminates.

11.1.3 Prior to commencement of the Work, the Owner shall procure and maintain, at its own expense, the following insurance for the Owner, the Contractor and Subcontractors performing Work at the site, the State of New York Urban Development Corporation, the County of Erie, the City of Buffalo, and the City of Buffalo Urban Renewal Agency. The essential insurance requirements listed below shall be further detailed in the OCIP Insurance Manual to be provided by the Owner; provided, however, that in the event there is a conflict between the requirements listed below and the OCIP (and other) insurance policies, the terms of the OCIP (and such other) insurance policies shall prevail.

11.1.3.1 Workers' Compensation and Employers' Liability Insurance. Such insurance shall be maintained in accordance with the laws of the State of New York, and shall include endorsements for the United States Longshoremen and Harbor Workers' Compensation Act, and Voluntary Compensation Endorsement:

Coverage A - Statutory

Coverage B - Employers Liability Limit

$500,000	Each Accident
$500,000	Disease - Each Employee
$500,000	Disease - Policy Limit

11.1.3.2 Primary Commercial General Liability Insurance.

Limits of Liability (Annually)

$2,000,000	Per Occurrence
$2,000,000	Personal Injury and Advertising
$3,000,000	Products/Completed Operations Aggregate
$3,000,000	General Aggregate
$100,000	Fire Legal Liability

The Commercial Liability Policy will include:

11.1.3.2.1	Bodily Injury and Property damage on the 1988 ISO occurrence policy form (or on its successor form or equivalent thereto).
11.1.3.2.2	The interest of employees as Additional Insureds.
11.1.3.2.3	Coverage against blasting damage, adjacent building collapse and damage to underground utilities commonly referred to as XCU coverage.
11.1.3.2.4	Contractual (oral and written contracts).
11.1.3.2.5	Completed Operations coverage for a period of three (3)

	years following completion and acceptance by the Owner.
11.1.3.2.6	Policy Term: The date of Commencement of the Work to final completion.
11.1.3.2.7	Personal Injury Liability as defined in the policy.
11.1.3.2.8	Host Liquor Liability.
11.1.3.2.9	Coverage for first aid to others at the time of accident for bodily injury in the Supplementary Payments section of the policy.
11.1.3.2.10	180 Day Notice of Cancellation or 10 Days Notice for non-payment of premium.
11.1.3.2.11	Watercraft for non-owned or hired vessels up to 30 feet in length are covered.
11.1.3.2.12	Designated Premises Endorsement.
11.1.3.2.13	Revised Notice of Occurrence/Knowledge of occurrence/ Unintentional Errors and Omissions
11.1.3.2.14	Exclusions: Professional Liability, Asbestos, Nuclear Radiation Liability and Absolute Pollution (including any and all forms of pollution whether such pollution is gradual and/or sudden in nature), Other, per policy form.

11.1.3.3 Excess Liability Insurance. Occurrence - Umbrella Liability Policy providing additional limits of liability as follows:

$50,000,000 Per Occurrence (Bodily Injury and Property Damage Combined)
$50,000,000 Products and Completed Operations Aggregate (Annually)
$50,000,000 General Aggregate (Annually)

The above limit shall be a minimum limit that will be secured by the Owner. The limit is shared by all of the insured entities.

11.1.3.4 Builders' Risk Insurance. "All Risks" Builders' risk insurance on a completed value form covering the Owner, Contractor, Subcontractors and separate Contractors with respect to materials, equipment, machinery, tools and supplies of any nature whatsoever; (excluding any loss or damage to Contractor's or any Subcontractor's equipment, machinery, tools, equipment and property of a similar nature not destined to become a permanent part of the completed project or structure), including buildings and all temporary structures to be used in or incidental to the Work and while there awaiting building, installation, erection, or assembly, and thereafter until all building, installations, erection, or assembly is completed and accepted in its entirety. This insurance shall provide an insurer's waiver of subrogation rights in favor of each party insured thereunder.

This "All Risks" coverage shall exclude those risks normally excluded from such policies and shall provide limits commensurate with the exposure and as negotiated by Owner. The Owner makes no representation and

assumes no obligation to provide insurance other than as provided under said policy of insurance. The policy shall have exclusions as to types of property covered, and exclusions for various causes of loss, including, without limitation, faulty workmanship, and employee infidelity.

11.2 **Boiler and Machinery Insurance.** At such time in the progress of the Work as is appropriate, in the Owner's sole discretion, the Owner shall purchase Boiler and Machinery insurance providing such coverage, and in such amounts, as the Owner deems necessary and appropriate, but in no event less than the coverage and amounts customarily required for Boiler and Machinery insurance in projects of equivalent size, scope and nature as the Project.

11.3 **Assignment of Refund of Premium or Dividends.** In consideration of Owner providing the insurance described in Section 11.1 above, the Contractor shall agree, and shall require each insured Subcontractor to agree, to execute an assignment for the benefit of the Owner of all return premiums, premium refunds, dividends and any other monies due or to become due to the Contractor or Subcontractor insured in connection with said insurance.

11.4 **Contractor Provided Insurance.** The Contractor agrees, and shall require each Subcontractor covered under the OCIP to agree, to procure and maintain all insurance provided below, including insurance covering the obligations assumed by the Contractor. Such insurance shall be primary with respect to any other similar insurance available to the Owner notwithstanding the provisions of such insurance. The Contractor shall furnish to Owner the necessary certificates evidencing the specified insurance prior to commencement of the Work and, if requested by Owner, copies of the insurance policies themselves. Such certificates shall provide that at least ninety (90) days prior written notice of any policy cancellation, non-renewal or material change be given to Owner.

11.4.1 Comprehensive Automobile Liability Insurance: covering all owned, hired, and non-owned automobiles or trucks used by or on behalf of Contractor, in connection with the work, with bodily injury and property damage limits not less than $2,000,000 combined single limit.

11.4.2 Disability Benefits Insurance: during the term of the Contract for the benefit of such employees as are required to be insured by the applicable provisions of New York law.

11.4.3 Contractor Equipment: covering equipment used for the Work.

The Contractor shall require Subcontractors to maintain all such insurance and provide such certificates as set forth above, and to provide such certificates of insurance, and if requested, certified copies of the policies themselves, to Owner as set forth above. The Contractor agrees that the failure of the Contractor to comply with the requirements of this paragraph prior to the commencement of the Work shall be a material breach of the Contract and shall be grounds for termination of the Contract by the Owner pursuant to the provisions of Section 13.1. Any increase of limits of liability beyond those provided by the Owner or any type of insurance not described above which the Contractor or any Subcontractor requires for its own protection or which any the Contractor or any Subcontractor is required by law to carry shall be its own responsibility and at its own expense. The insurance policy covering the Contractor's or any Subcontractor's equipment against loss by physical damage shall include an endorsement providing that the underwriters waive their right of subrogation against the Owner and the Contractor. Neither the procurement nor the maintenance of any type of insurance by the Owner shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks accepted by the Contractor pursuant to the Contract Documents or to be a limitation on the nature or extent of said obligations and risks.

11.5 **Additional Insureds.** Except for New York State disability insurance, auto insurance, worker's compensation insurance and the Contractor's equipment insurance, the Owner and/or the Contractor shall name the following entities, or shall cause the following entities to be named, as additional insureds in each insurance contract required to be established pursuant to the Contract Documents:

Arena, Inc. (formerly known as Crossroads Arena Corp.)
Crossroads Arena LLC
Niagara Frontier Hockey, L.P.
Niagara Frontier Hockey Management Corporation
City of Buffalo
Buffalo Urban Renewal Agency
County of Erie
Erie County Industrial Development Agency
State of New York
New York State Urban Development Corporation
Cannon Design, Inc.
Buffalo Sabres Concession LLC
Shawmut Bank, N.A.
Marine Midland Bank
Fleet Bank
Key Bank of New York

Owner and Contractor shall also name as additional insureds in each insurance contract required to be established pursuant to the Contract Documents any co-lenders, lending syndicate participants, and any successors or assigns of the above upon written notice to the Owner and/or Contractor by any of the above.

11.6 **Property Insurance Loss Adjustment.** Any insured loss shall be adjusted with the Owner and the proceeds made

payable to the Owner as insured and/or as trustee for the insured, as their interests may appear, subject to any applicable mortgage clause in the insurance policy and to any applicable provisions in the Owner's mortgage indentures.

11.7 **Waivers.** The Owner and Contractor waive all rights against each other, against the Subcontractors, consultants, agents and employees of the other for physical damage to property caused by a peril covered by the Builder's Risk Insurance, as set forth in the Contract between the Owner and Contractor. The Contractor shall require similar waivers from all of its Subcontractors.

11.7.1 The Owner and Contractor waive all rights against each other and any of their consultants, Subcontractors and Sub-subcontractors for loss or damage to any equipment used in connection with the Project and covered by proper insurance. The Contractor shall require similar waivers from all of its Subcontractors.

11.7.2 The Owner waives its right of recovery against the Contractor, and any of their Subcontractors for loss or damage to the completed Project to the extent such loss or damage is covered under property policies carried by the Owner and under property policies purchased by the Owner for the Project after its completion.

11.7.3 If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies shall cause them to be so endorsed.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 **Governing Law.** The Contract shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of law doctrine. The Owner and the Contractor hereby consent, for themselves and their property, to the exclusive jurisdiction of state and federal courts situated in the State of New York in connection with any proceedings to interpret or enforce the provisions of the Contract and in connection with the granting of any legal or equitable remedies in connection therewith. In addition to the foregoing, the Contractor hereby designates and appoints CT CORPORATION SYSTEM residing at 1633 Broadway , New York, New York 10019 as its authorized agent upon whom process may be served in any suit, claim, action or proceeding arising out of or relating to the Contract and further agrees that service of any process required in connection with any court proceedings shall, if delivered to CT CORPORATION SYSTEM by certified mail, return receipt requested, at the address set forth above, be deemed effective service for purposes of any such suit, claim, action or proceeding.

12.2 **Indemnification.**

12.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, protect and hold harmless the Owner, the Architect, the parties identified as "Additional Insureds" under Section 11.5 of these General Conditions, their employees and agents, from and against all claims, liabilities, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 12.2 or elsewhere in the Contract Documents.

12.2.2 In any and all claims against the Owner and/or the Architect by any employee of the Contractor, any

Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 12.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.2.3 The obligations of the Contractor under this Section 12.2 shall not extend to the liability of the Architect, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

12.3 **Successors and Assigns.** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.4 **Performance Bond and Labor and Material Payment Bond.** The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required by the Contract Documents and included in the cost of the Work as reimbursable to the Contractor. Such bonds shall name each party listed as an Additional Insured in Section 11.5 hereof as an additional obligee.

12.5 **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, the Architect or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12.6 **Tests.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the

Architect and the Owner timely notice of its readiness so the Architect and/or Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

12.6.1 If the Architect, or the Owner determines that any Work requires special inspection, testing or approval which Subsection 12.6 does not include, or the Contractor recommends that any Work should be the subject of special inspection, testing or approval pursuant to Subsection 5.3.4, the Owner shall order such special inspection, testing, or approval, and the Contractor shall give notice as provided in Section 12.6. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's and the Owner's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

12.6.2 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Owner.

12.6.3 If the Architect or the Owner wishes to observe the inspections, tests or approvals required by the Contract Documents, they shall do so promptly and where practicable, including at any manufacturer's or supplier's facilities.

12.7 **Affirmative Action.** The Contractor acknowledges that the Project is subject to the requirements of the Affirmative Action/Equal Opportunity Hiring Plan, and the Contractor agrees to comply with the terms and provisions thereof, and shall obligate the Subcontractors to comply with terms and provisions thereof, in the performance of the Work.

ARTICLE 13 TERMINATION, SUSPENSION AND ABANDONMENT

13.1 **Termination.**

13.1.1 Termination by the Owner. The Contract may be terminated by the Owner upon not less than fifteen (15) days notice to the Contractor (the "notice period") should the Contractor materially breach the terms of the Contract through no fault of the Owner, and should the Contractor not cure, or commence to cure, to the reasonable satisfaction of the Owner, such breach within such notice period.

13.1.2 Termination by Contractor. The Contract may be terminated by the Contractor upon not less than fifteen (15) days notice to the Owner with simultaneous notice given

by the Contractor to each of the parties listed as an Additional Insured in Section 11.5 hereof or the designated agents or representatives thereof (the "Termination notice period") should:

13.1.2.1 the Project be Permanently Abandoned pursuant to the provisions of Section 13.2 and should the Owner not issue a Notice to Continue the Work within such Termination notice period;

13.1.2.2 the Contractor stop the Work in accordance with Section 9.7(a) for a period of thirty (30) consecutive days due to the Architect's failure to issue a Certificate for Payment in accordance with the provisions of Section 9.4 (taking into consideration the provisions of Section 9.6), and should the Architect not issue a Certificate for Payment (in whole or in part) pursuant to the provisions of Sections 9.4 and/or 9.6, as appropriate, within such Termination notice period; or

13.1.2.3 the Contractor stop the Work in accordance with Section 9.7(b) for a period of thirty (30) consecutive days due to the Owner's failure to pay the Contractor as provided in Section 9.5 any amount certified by the Architect in a Certificate for Payment, and should the Owner not pay such amount

certified by the Architect in a Certificate for Payment within such Termination notice period.

13.1.3 Tolling of Termination Provisions upon Assignment by Owner. In the event the Owner notifies the Contractor that the Owner has commenced the assignment of the Contract Documents to a third party pursuant to the provisions of Sections 14.1 or 14.2 below, the Contractor hereby agrees that any Termination notice period relating to a termination notice issued by the Contractor either before or after the Contractor's receipt of the notice of assignment shall be tolled for a period of ten (10) days, and that the assignee(s) shall have the right during such extended Termination notice period to cure (as provided in Subsections 13.1.2.1 through 13.1.2.3 above) the events or conditions giving rise to the Contractor's right to terminate the Contract.

13.2 **Permanent Abandonment.** The Owner may permanently abandon the Project at any time and for any reason, and terminate the Contract immediately, effective upon delivery of notice to the Contractor that the Owner permanently abandons the Project. The Contractor may treat the Project as permanently abandoned by the Owner upon fourteen (14) days written notice to the Owner (the "Permanent abandonment notice period") if the Work is stopped for a period of ninety (90) consecutive days: (a) under

an order of any court or other public authority having jurisdiction; (b) as a result of an act of the Federal government, New York State, local government, or any agency thereof, including, but not limited to, a declaration of a national emergency, that makes materials unavailable to the Contractor or a Subcontractor in order to pursue the Work and perform under the provisions of the Contract Documents, through no act, fault or failure to act by the Contractor, a Subcontractor, or their employees, agents or persons for whom the Contractor or a Subcontractor is responsible; or (c) due to the Owner's suspension of the Project or performance of the Contract pursuant to the provisions of Section 13.3 without the consent of the Contractor; and should the Owner not issue a Notice to Continue the Work within such Permanent abandonment notice period.

13.3 **Suspension.** The Owner may suspend the Project and/or the performance of the Contract immediately, effective upon delivery of notice to the Contractor. The Contractor shall cause its Subcontractors to cease all Work during the period of any such suspension, and the Contractor shall resume the Work within a reasonable time of receipt from the Owner of notice of the cessation of the suspension. Any changes to the Contract Sum or the Contract Time relating to a suspension under this paragraph shall be handled pursuant to the provisions of Article

6. If the Project and/or the performance of the Contract is suspended by the Owner for more than ninety (90) consecutive days without the consent of the Contractor, the Contractor may treat the Project as Permanently Abandoned pursuant to the provisions of Section 13.2.

13.4 **Payment on Termination, Permanent Abandonment or Suspension.**

13.4.1 If the Owner terminates the Contract as provided in Subsection 13.1.1 above, or if the Contractor terminates the Contract as provided in Subsection 13.1.2 above, the Contractor shall be entitled only to the amounts described in this Section 13.4.1, and the Contractor shall not make a claim against the Owner for any amounts in excess of the amounts described in this Section:

13.4.1.1 The Owner shall reimburse the Contractor for any unpaid Reimbursable Cost of the Work due the Contractor as determined under Article 7 of the Contract, at the time of termination of the Contract.

13.4.1.2 The Contractor shall receive that portion of the Contractor's Fee that which bears the same ratio to the Contractor's Fee as the Reimbursable Cost of the Work at the time of termination of the Contract bears to the adjusted Guaranteed Maximum Price.

13.4.1.3 The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained or lease obligations extending beyond the termination of the Contract.

13.4.1.4 The Owner shall also pay to the Contractor, upon the mutual agreement of the Owner and Contractor, the Contractor's reasonable costs directly incurred by the Contractor at the Project site as a result of termination of the Contract, such as costs and expenses incurred by the Contractor for separation pay, demobilization, and any other costs as the Owner and Contractor may agree upon. Notwithstanding anything of the foregoing to the contrary, the Owner shall not pay the Contractor for any costs of the Contractor allegedly or actually incurred due to termination of the Contract that do not directly and specifically relate to the Contractor's costs at the Project site, such as lost opportunity costs, specific performance damages, capital costs of the Contractor, and the like.

13.4.1.5 In the event that the amount of payments made by the Owner to the Contractor at the time of termination of the Contract exceed the sum of the amounts described in Subsections 13.4.1.1 through

13.4.1.3, inclusive, the Contractor shall return such excess amounts to the Owner within thirty (30) days of termination of the Contract.

13.4.2 If the Owner suspends the Project as provided in Section 13.3, the Contractor shall be entitled to the Contractor's reasonable costs directly incurred by the Contractor at the Project site as a result of suspension of the Contract, such as costs and expenses incurred by the Contractor for demobilization, equipment rental or lease payments during the suspension, start-up at the end of the suspension, and any other costs as the Owner and Contractor may agree upon. Notwithstanding anything of the foregoing to the contrary, the Owner shall not pay the Contractor for any costs of the Contractor allegedly or actually incurred due to suspension of the Contract that do not directly and specifically relate to the Contractor's costs at the Project site, such as lost opportunity costs, specific performance damages, capital costs of the Contractor, and the like.

13.4.3 In the event the Contract is terminated by the Owner or the Contractor, the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work.

13.4.4 In the event the Project is permanently abandoned pursuant to Section 13.2, the Contractor shall be

entitled to (a) an amount determined by multiplying the total amount of the Contractor's Fee by the percentage of the Work completed prior to the Contractor's receipt of the notice of permanent abandonment, and (b) the amount of all Reimbursable Costs of Work as determined under Article 7 of the Contract incurred prior to the Contractor's receipt of the notice of permanent abandonment, and (c) reasonable out-of-pocket costs incurred as a direct result of such abandonment, in lieu of any other payments described in the Contract.

13.5 **Limitation on Remedies.** The Contractor shall require each of its agreements with Subcontractors, and each agreement between the Contractor or a Subcontractor and a materialman, supplier and any other party performing the Work or providing materials or supplies to the Contractor or a Subcontractor, to provide that in the event of termination, permanent abandonment or suspension in accordance with this Article 13, such party's sole remedy and relief for claims relating to, or arising from, such termination, permanent abandonment or suspension shall be limited to such party's respective portion of the amount the Contractor is entitled to under Article 13 of these General Conditions upon such termination, permanent abandonment or suspension.

13.6 **Owner's Right to Carry Out the Work.** If the Contractor fails to correct defective or nonconforming Work in accordance with Section 7.2, the Owner may, without prejudice to any other remedy the Owner may have, carry out the Work and make good any deficiencies of the Contractor.

ARTICLE 14 ASSIGNMENT

14.1 **Assignment by Owner.** The Contractor hereby acknowledges that the Owner has collaterally assigned its rights, duties and benefits under the Contract Documents to certain of the parties listed as Additional Insureds in Section 11.5. Further, the Contractor hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Contractor, may assign, sublet or otherwise transfer its rights, duties and benefits under the Contract Documents in their entirety or any portion thereof to the Niagara Frontier Hockey Limited Partnership ("NFHLP"), or any organization or entity owned, controlled, owning, controlling or affiliated with the Owner or the NFHLP. The Contractor further expressly agrees that the Contractor shall perform its obligations under the terms of the Contract Documents or portion thereof as may be assigned, sublet or transferred by the Owner pursuant to this Section.

14.2 **Assignment to City or Buffalo Urban Renewal Agency.** The Contractor hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Contractor, may assign, sublet or otherwise transfer its rights, duties and benefits under the Contract Documents to the City and/or the Buffalo Urban Renewal Agency ("BURA"). In such case, the Contractor hereby agrees that the Contractor shall, if so requested by the City and/or BURA, enter into an agreement with the City and/or BURA, as appropriate, relating to that portion of the Contract Documents so assigned, sublet or transferred (the "City Agreement"), with such terms and conditions as are mutually acceptable to the Contractor and the City and/or BURA, respectively; provided, however, the terms and conditions of the City Agreement shall not be inconsistent with the terms of the Contract Documents, and shall obligate the Contractor to continue to perform its obligations hereunder relating to the construction of the Project.

14.3 **Assignment by Contractor.** The Contractor hereby expressly agrees that the Contractor shall not assign, sublet or transfer the Contract Documents or any portion thereof to another person, other than to Subcontractors in Contractor's normal course of business of performing the Work, and that any attempt to assign, sublet or transfer the Contract Documents, or any portion thereof, without the Owner's prior written consent, shall be void and without effect.

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Huber, Hunt & Nichols, Inc.
P.O. Box 128
Indianapolis, Indiana 46206

SURETY (Name and Principal Place of Business):
United States Fidelity and Guaranty Company
135 N. Pennsylvania, #1000
Indianapolis, Indiana 46204
-AND-
Fidelity and Deposit Company of Maryland
135 N. Pennsylvania, #1250
Indianapolis, Indiana 46204

OWNER (Name and Address):
Crossroads Arena LLC
140 Main Street
Buffalo, New York 14202

CONSTRUCTION CONTRACT
Date: May 19, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Description (Name and Location): The Crossroads Arena, Bounded by Main Street, Perry Street, Baltimore Street and South Park Street, Buffalo, New York

BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Modifications to this Bond: ☐ None ☒ See Page 3

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion
} **ss:**

Before me, a Notary Public, personally came M. L. Daniel **known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.**

Given under my hand and seal this 22nd **day of** May, **19** 95.

Jo Ann Montgomery
Jo Ann Montgomery **Notary Public.**

My Commission expires 9-23-96

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
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OWNER (Name and Address):
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BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Modifications to this Bond: ☐ None ☒ See Page 3

CONTRACTOR AS PRINCIPAL Company: HUBER, HUNT & NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Vice President

SURETY Company: UNITED STATES FIDELITY AND GUARANTY COMPANY (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Insurance Partners, Inc.
7210 Georgetown Road, #700
Indianapolis, Indiana 46268
(317) 293-7300

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Ellerbe Becket Architects and Engineers, PC
605 W. 47th Street, Suite 200
Kansas City, Missouri 64112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came

M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

ommission Expires 9-23-96

Notary Public

BR (44) 11

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: NICHOLS, INC. (Corporate Seal)	SURETY Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Corporate Seal)
Signature: _____ Name and Title: M. V. Furlow, Jr. Address: Vice President	Signature: _____ Name and Title: M. L. Daniel Address: Attorney-In-Fact

1034052

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis, State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August, A.D. 1993, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 1995.

(Signed) .....
NOTARY PUBLIC

ANGELA P. FABIAN NOTARY PUBLIC BALTIMORE CITY, MD

IF ANY ERASURE OR ALTERATION IS MADE THIS POWER OF ATTORNEY IS VOID WITHOUT THIS NOTICE

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May, 1995.

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By _____ *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } SS:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

_____ *Assistant Secretary*

L1428c -044-0258

LOCATION IN EFFECT ON THE EFFECTIVE DATE

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Assistant Secretary

By *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } SS:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

Assistant Secretary

L142Rc -044-0258

LOCK-IN-THEFT AGREEMENT

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Huber, Hunt & Nichols, Inc.
P.O. Box 128
Indianapolis, Indiana 46206

SURETY (Name and Principal Place of Business):
United States Fidelity and Guaranty Company
135 N. Pennsylvania, #1000
Indianapolis, Indiana 46204
-AND-
Fidelity and Deposit Company of Maryland
135 N. Pennsylvania, #1250
Indianapolis, Indiana 46204

OWNER (Name and Address):
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140 Main Street
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CONSTRUCTION CONTRACT
Date: May 19, 1995 ($84,350,180.00)
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Description (Name and Location): The Crossroads Arena, Bounded by Main Street, Perry Street, Baltimore Street and South Park Street, Buffalo, New York

BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion
ss:

Before me, a Notary Public, personally came M. L. Daniel **known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.**

Given under my hand and seal this 22nd **day of** May **, 19** 95

Jo Ann Montgomery
Jo Ann Montgomery **Notary Public.**

My Commission expires 9-23-96

Jud. 876 (9-57)

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Huber, Hunt & Nichols, Inc.
P.O. Box 128
Indianapolis, Indiana 46206

SURETY (Name and Principal Place of Business):
United States Fidelity and Guaranty Company
135 N. Pennsylvania, #1000
Indianapolis, Indiana 46204
-AND-
Fidelity and Deposit Company of Maryland
135 N. Pennsylvania, #1250
Indianapolis, Indiana 46204

OWNER (Name and Address):
Crossroad Arena LLC
140 Main Street
Buffalo, New York 14202

CONSTRUCTION CONTRACT
Date: May 19, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Description (Name and Location): The Crossroads Arena, Bounded by Main Street, Perry Street, Baltimore Street and South Park Street, Buffalo, New York

BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Modifications to this Bond: ☐ None ☒ See Page 6

CONTRACTOR AS PRINCIPAL
Company: HUBER, HUNT NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Vice President

SURETY
Company: UNITED STATES FIDELITY AND GUARANTY COMPANY (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Insurance Partners, Inc.
7210 Georgetown Road, #700
Indianapolis, Indiana 46268
(317) 293-7300

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Ellerbe Becket Architects and Engineers, PC
605 W. 47th Street, Suite 200
Kansas City, Missouri 64112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came

M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

mmission Expires 9-23-96

Notary Public

BR (44) 11

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 *Claimant: An individual or entity having a direct* contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Address: Vice President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Address: Attorney-In-Fact

1034051

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF&G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

M. L. Daniel, John S. Modrall and Sheri A. Lowen

of the City of Indianapolis, State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August, A.D. 1993, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 1995.

(Signed) .....
NOTARY PUBLIC

THIS POWER OF ATTORNEY IS NOT VALID UNLESS PRINTED ON RED AND BLUE BACKGROUND

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May, 1995.

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By

Vice-President

STATE OF MARYLAND
COUNTY OF BALTIMORE } ss:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

Assistant Secretary

L1428c -044-0258

LOOKING FOR DIRECTION OF SIGNATURE

DUAL OBLIGEE RIDER

TO BE ATTACHED TO AND FORM PART OF Performance and Payment Bond No. 31-0120-44505-95-5, dated concurrently with the execution of this rider, issued by the **United States Fidelity and Guaranty Company - AND - Fidelity and Deposit Company of Maryland**, Maryland Corporations, as Surety, on behalf of Huber, Hunt & Nichols, Inc. as Principal, and in favor of Crossroads Arena LLC and Marine Midland Bank as Agent as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is hereby amended to include the following paragraph:

"Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the principal or surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth."

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond except as hereinbefore set forth.

SIGNED, SEALED AND DATED this 22nd day of May, 1995.

HUBER, HUNT & NICHOLS, INC.

UNITED STATES FIDELITY AND GUARANTY COMPANY

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion
ss:

Before me, a Notary Public, personally came M. L. Daniel **known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.**

Given under my hand and seal this 22nd **day of** May **, 19** 95.

Jo Ann Montgomery

Notary Public.

My Commission expires 9-23-96

ud. 876 (8-87)

Notary Public

BR (44) 11

DUAL OBLIGEE RIDER

TO BE ATTACHED TO AND FORM PART OF Performance and Payment Bond No. 31-0120-44505-95-5, dated concurrently with the execution of this rider, issued by the **United States Fidelity and Guaranty Company - AND - Fidelity and Deposit Company of Maryland**, Maryland Corporations, as Surety, on behalf of Huber, Hunt & Nichols, Inc. as Principal, and in favor of Crossroads Arena LLC and Marine Midland Bank as Agent as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is hereby amended to include the following paragraph:

"Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the principal or surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth."

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond except as hereinbefore set forth.

SIGNED, SEALED AND DATED this 22nd day of May, 1995.

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: _____
M. L. Daniel, Attorney-In-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and his signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

mission Expires 9-23-96

_____
Notary Public

BR (44) 11

DUAL OBLIGEE RIDER

TO BE ATTACHED TO AND FORM PART OF Performance and Payment Bond No. 31-0120-44505-95-5, dated concurrently with the execution of this rider, issued by the **United States Fidelity and Guaranty Company - AND - Fidelity and Deposit Company of Maryland**, Maryland Corporations, as Surety, on behalf of Huber, Hunt & Nichols, Inc. as Principal, and in favor of Crossroads Arena LLC and Marine Midland Bank as Agent as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is hereby amended to include the following paragraph:

"Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the principal or surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth."

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond except as hereinbefore set forth.

SIGNED, SEALED AND DATED this 22nd day of May, 1995.

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: _____
M. L. Daniel, Attorney-In-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____
M. L. Daniel, Attorney-In-Fact

1034067

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF&G

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis, State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August, A.D. 19 93, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 19 95.

(Signed) .....
NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May, 19 95

.....
Assistant Secretary

FS 3 (10-92)

RIDER

Issued In Duplicate

KNOW ALL MEN BY THESE PRESENTS, that Huber, Hunt & Nichols, Inc. as Principal and United States Fidelity and Guaranty Company -AND- Fidelity and Deposit Company of Maryland, as Sureties, under Bond No. 31-0120-44505-95-5, dated the 22nd day of May, 1995, in favor of Crossroads Arena LLC and Marine Midland Bank as Agent, as Obligees, agree that the Contract Date of said bond be amended as follows:

FROM: May 19, 1995

TO: May 10, 1995

PROVIDED, HOWEVER, that said bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that this bond and all riders attached thereto, including this rider, shall not be cumulative.

THIS RIDER shall become effective this 10th day of May, 1995.

SIGNED, SEALED AND DATED this 24th day of May, 1995.

HUBER, HUNT & NICHOLS, INC.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion } ss:

Before me, a Notary Public, personally came John S. Modrall **known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.**

Given under my hand and seal this 24th **day of** May, **19** 95.

Jo Ann Montgomery **Notary Public.**

My Commission expires 9-23-96

ud. 876 (9-87)

Commission Expires 9-23-96

Notary Public

BR (44) 11

RIDER

Issued In Duplicate

KNOW ALL MEN BY THESE PRESENTS, that Huber, Hunt & Nichols, Inc. as Principal and **United States Fidelity and Guaranty Company -AND- Fidelity and Deposit Company of Maryland**, as Sureties, under Bond No. 31-0120-44505-95-5, dated the 22nd day of May, 1995, in favor of **Crossroads Arena LLC and Marine Midland Bank as Agent**, as Obligees, agree that the **Contract Date** of said bond be amended as follows:

FROM: May 19, 1995

TO: May 10, 1995

PROVIDED, HOWEVER, that said bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that this bond and all riders attached thereto, including this rider, shall not be cumulative.

THIS RIDER shall become effective this **10th** day of **May, 1995.**

SIGNED, SEALED AND DATED this **24th** day of **May, 1995.**

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY **FIDELITY AND DEPOSIT**

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 24th day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came John S. Modrall, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.i.s. signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

_____
Notary Public

Commission Expires 9-23-96

BR (44) 11

RIDER

Issued In Duplicate

KNOW ALL MEN BY THESE PRESENTS, that Huber, Hunt & Nichols, Inc. as Principal and **United States Fidelity and Guaranty Company -AND- Fidelity and Deposit Company of Maryland**, as Sureties, under Bond No. 31-0120-44505-95-5, dated the 22nd day of May, 1995, in favor of **Crossroads Arena LLC and Marine Midland Bank as Agent**, as Obligees, agree that the **Contract Date** of said bond be amended as follows:

FROM: May 19, 1995

TO: May 10, 1995

PROVIDED, HOWEVER, that said bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that this bond and all riders attached thereto, including this rider, shall not be cumulative.

THIS RIDER shall become effective this **10th** day of **May, 1995.**

SIGNED, SEALED AND DATED this **24th** day of **May, 1995.**

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: _____
John S. Modrall
Attorney-In-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____
John S. Modrall
Attorney-In-Fact

1034086

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis , State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August , A.D. 1993 .

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August , A.D. 1993 , before me personally came Robert J. Lamendola , Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 1995.

(Signed) .....
NOTARY PUBLIC

THIS POWER IS NOT VALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 24th day of May , 1995 .

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By _____ *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } ss:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 24th day of May, 1995.

_____ *Assistant Secretary*

L1428c -044-0258

FOR YOUR PROTECTION COPY OF THE FAX ONLY

GENERAL CONTRACTOR'S LIABILITY INSURANCE

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
MARINE MIDLAND BANK
AS AGENT FOR FINANCING PARTICIPANTS

AGREEMENT

made as of the 09 day of May in the year of Nineteen Hundred and Ninety-Five.

BETWEEN the **OWNER**:

CROSSROADS ARENA LLC,

a limited liability company organized under the laws of the State of New York, with offices located at 140 Main Street, Buffalo, New York 14203.

and the **ARCHITECT**:

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.,

a professional corporation organized under the laws of the State of Minnesota, with offices located at 200 Madison Avenue, New York, New York.

For the PROJECT as defined herein.

The Owner and Architect agree as set forth below:

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exiting signage); (4) interior designers who shall prepare designs, working drawings and furnishings, fixtures and equipment schedules for the Excluded Areas; (5) a wind consultant who shall review the drawings and design documents and test the wind loads and effects of solar and wind force on the proposed structure of the Project and make recommendations regarding the design and construction of the Project based on such review and test results; (6) a geotechnical engineer who shall conduct a soil and subsurface study of the site using soil borings and test excavation pits, and such other tests as may be recommended by the Architect, the Owner and/or the geotechnical engineer; (7) those consultants listed on Exhibit 2.1.2, being those consultants recommended by the Architect as necessary and proper to complete the Project in accordance with the Program and the terms of this Agreement; and (8) such other consultants or experts reasonably requested by the Owner to perform work on the Project, subject to the Architect's reasonable approval.

2.1.2.5 The Architect shall, as an Additional Service, contract directly with the following Project Consultants: (1) a code and life safety consultant; (2) a wind and snow loading consultant; and (3) a geotechnical-technical engineer.

2.1.2.6 Notwithstanding the above, it is fully understood and agreed that the Architect shall have overall

responsibility for performing the work and services contemplated in Basic Services (specifically including foundation design) and in the event one or more Project Consultants are retained to perform any portion of work on the Project, the Architect shall be responsible for coordinating and reviewing such Project Consultants' advice and recommendations with the Owner, and incorporating them into the Project design in the most effective and cost efficient manner. It is expressly understood that the Architect's Basic Services shall require the Architect to produce Construction Documents that (1) fulfill the Owner's Program, (2) comply with all applicable published laws, statutes, ordinances, codes, orders, rules and regulations then in existence, of the State of New York, federal government, County, City and any other applicable government entity or agency, as may be modified by approved variance (the "Legal Requirements"), and (3) can be constructed within the Project budget set forth by the Owner.

2.1.3 Excluded from the Architect's Basic Services are the (a) interior design of the Excluded Areas, (b) furniture, fixtures and equipment design and selection for the Project, and (c) architectural, mechanical, electrical, fire protection and plumbing engineering and Construction Documents for the Excluded Areas.

2.1.3.1 Notwithstanding the above, it is understood and agreed that the Architect's Basic Services shall include

the schematic design and sufficient portions of design development to allow design development and development and integration of construction documents prepared by others for the Excluded Areas with the rest of the Project. At a minimum, these Basic Services shall include design for the Excluded Areas that incorporates entrance ways and egress points into the Project, and mechanical and electrical drawings showing services to demising walls for distribution within the Excluded Areas.

2.1.3.2 Notwithstanding anything to the contrary herein, Basic Services shall also include Construction Documents for the Arena Club Kitchen and Premium Club Kitchen, excluding food service equipment. Selection and specification of food service equipment will be provided by the Owner.

2.1.4 The Architect shall provide value engineering consultation and assistance which shall include revisions to drawings, specifications and the Program acceptable to the Owner and Architect when required to meet the Project budget.

2.1.5 As part of Basic Services the Architect shall, upon the Owner's request, consult with, make recommendations to, and review recommendations or proposals of any ADA Committee (as described in Section 4.13) if convened. The Architect shall, when requested by the Owner, describe elements of the design of the Project which may be affected by the Americans with Disabilities Act (the "ADA"), describe how the design of the

Project addresses the ADA issues, provide alternatives for addressing the ADA and, subject to the confidentiality rights of the owners of such projects, describe means or methods utilized in other projects similar to the Project for compliance with the ADA. The Architect shall, as part of its Basic Services, provide up to three reasonable alternative schematic concepts for any ADA-related element. The Architect shall, when requested by the Owner, attend meetings, conferences or other gatherings of the ADA Committee, and make such presentations to or for the ADA Committee as the Owner may request. The Architect shall incorporate any alternate ADA-related design elements into the Project as directed by the Owner and/or as required by the provisions of Section 2.1.6.

2.1.6 Revisions and Corrections.

2.1.6.1 During each Project Phase, the Architect shall make revisions or corrections to the drawings and specifications prepared by, or services performed by, the Architect during such Project Phase as part of the Architect's Basic Services, if such revisions or corrections are (a) required in the Architect's or the Owner's reasonable determination to keep the Project within the Project budget or in accordance with the most recent estimate of Construction Cost, (b) required in order to comply with any applicable statute, law, ordinance, code or regulation of the State of New York, the federal government, the County, the City or any other applicable government

entity or agency, in effect at the time this Agreement is signed; or (c) if otherwise requested by the Owner and such revisions or corrections are consistent with the scope and intent of the Program and budget of the Owner.

2.1.6.2 The Architect shall also be required, as part of the Architect's Basic Services, to make revisions or corrections to the drawings and specifications prepared by or services performed by the Architect, regardless of the Project Phase in which such drawings, specifications or services were prepared or performed, if such revisions or corrections are required due to (a) any error, omission, deletion or mistake of the Architect in preparing such drawings or specifications or in performing such services, or (b) the failure of any document created or service performed by the Architect to comply with any applicable published statute, law, ordinance, code or regulation of the State of New York, the federal government, the County, the City and any other applicable government entity or agency in effect at the time this Agreement is signed.

2.1.6.3 Notwithstanding the above, if, during one Project Phase, the Owner shall request the Architect to make revisions or corrections to drawings or specifications prepared by, or services performed by, the Architect during a prior Project Phase that has been concluded, and such revisions are not required pursuant to the terms of Section 2.1.6.2, such revisions or corrections shall not be included

as a Basic Service, and shall instead be deemed an Additional Service.

2.1.6.4 Notwithstanding the above, the Owner acknowledges that the Project design is based upon the use of Timed Egress Exiting Methodology. The use of timed egress exiting is utilized in lieu of compliance with code-mandated requirements for the Project. Any revisions or corrections required due to the code governing body failing to approve, or partially approving, the use of the timed egress exiting will be deemed an Additional Service.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall help prepare, review and revise the Program to fully refine the requirements of the Program and to arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall review with the Owner alternative approaches to the design of the Project which shall be within the parameters of the Program and the Project budget allocated for design and construction of the Project.

2.2.3 Based upon the Program, any studies, and any schedule and budget requirements, the Architect shall prepare and submit to the Owner schematic design documents, consisting of drawings and other documents illustrating the scale and relationship of Project components as more fully described on the attached Exhibit 2.2.3 and defined as "Schematic Design Phase

Documents", sufficient in the Architect's opinion to illustrate and describe the schematic scheme of the Project and the purposes of the Program. The Owner shall have the right to review such Schematic Design Phase Documents, and the Architect shall revise or correct such documents pursuant to the terms of Section 2.1.6.

2.2.4 After completion of the Schematic Design Phase Documents, the Architect shall submit the documents to the Owner for the Owner's use in obtaining a preliminary estimate of Construction Cost. It is understood that the Architect shall assist in evaluating preliminary estimates of Construction Cost at the end of this Project Phase by (1) meeting with a maximum of four contractors and/or consultants selected by the Owner for the purpose of explaining and clarifying items contained in the Schematic Design Phase Documents, (2) reviewing estimates and other information supplied by contractors and/or consultants, and (3) assisting the Owner in evaluating various value engineering and cost reducing measures submitted by contractors and/or consultants.

2.2.5 The Schematic Design Phase Documents, dated August 27, 1993, as modified, have been approved by the Owner, and the Architect has been authorized to proceed to the Design Development Phase of the Project.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Phase Documents and any revisions thereto as may be required or

authorized by the Owner pursuant to the terms of Section 2.1.6, and the preliminary estimate of Construction Cost, the Architect shall, with periodic reviews for cost, schedule and constructability by the Contractor, prepare and submit to the Owner design development documents as described in Exhibit 2.3.1, defined as "Design Development Phase Documents", sufficient in the Architect's opinion to fix and describe in detail the size and character of the entire Project in accordance with the requirements of Exhibit 2.3.1, and consistent with the Program and the Schematic Design Phase Documents. The Owner shall have the right to review such Design Development Phase Documents and the Architect shall revise or correct such documents pursuant to the terms of Section 2.1.6.

2.3.2 Upon completion of the Design Development Phase Documents, the Architect shall submit the Design Development Phase Documents to the Owner for the Owner's use in obtaining a detailed estimate of Construction Cost from the Contractor. The Architect shall assist Owner in reviewing the Design Development Phase Documents with selected contractors, consultants, cost estimators and Owner's staff at a level necessary to produce a more detailed estimate of Construction Cost.

2.3.3 The Design Development Phase Documents, dated March 18, 1994, as modified, have been approved by the Owner, and the Architect has been authorized to proceed to the Construction Documents Phase of the Project.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Phase Documents and any revisions thereto as may be authorized by the Owner or required pursuant to the terms of Section 2.1.6, and further based on the latest estimate of Construction Cost, the Architect shall, with periodic cost, schedule and constructability reviews by the Contractor and Owner, prepare and submit to the Owner construction documents as more fully described on the attached Exhibit 2.4.1, defined as "Construction Phase Documents", consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project consistent with the Program, the Schematic Design Phase Documents and the Design Development Phase Documents.

2.4.2 The Construction Phase Documents shall be prepared in a maximum of four (4) sequential Construction Issue Packages (as described in Exhibit 2.4.1) or as may be agreed to by the Owner and the Architect. The Architect shall work with the Contractor and the Owner to determine any required bid/work categories within each Construction Issue for use in the bidding and construction process. A Construction Issue is defined as a set of documents prepared by the Architect and issued to the Contractor for receipt of Bids on a specified part of the Work for the Project.

2.4.3 The Architect shall cooperate and consult with the Contractor in the Contractor's preparation of a Guaranteed Maximum Price for the Project ("GMP"), and the Architect shall

assist the Owner in evaluating such GMP and shall make recommendations to Owner regarding the GMP. The Architect shall consult with the Owner before making any change to documents which relate to the Contractor's responsibility for Construction Cost and Project schedule.

2.4.4 The Architect shall make such revisions to the Construction Phase Documents as may be required under Section 2.1.6 during the Construction Documents Phase, including revisions required in order to allow the Project to be constructed within the Project budget and the GMP and to reflect the application of savings during the construction of the Project as may be directed by the Owner. Any revisions required to the Construction Phase Documents by the Owner to reflect the application of savings after the Owner and Contractor have agreed upon the GMP and Project budget and have executed the Construction Contract shall be made by the Architect as an Additional Service. The Owner shall notify the Architect in writing of the date the Owner and Architect agree on the GMP and execute the Construction Contract, and the amount of the GMP.

2.4.5 The Architect shall assist the Owner and Contractor in connection with their responsibility for filing documents required for the approval of governmental and other authorities having jurisdiction over The Crossroads.

2.4.6 The Architect shall prepare and file all documents for the Project which require the Architect's signature or

approval with governmental authorities having jurisdiction over The Crossroads.

2.5 BIDDING/NEGOTIATION PHASE

2.5.1 The Architect shall assist the Owner and the Contractor in obtaining and evaluating base bids, alternative bids and/or negotiated proposals from trade contractors and this assistance shall be provided for each Project Phase contemplated in this Agreement for which the Owner shall elect to secure such bids or negotiated proposals. The Architect shall incorporate value engineering recommendations approved by the Owner into revised Construction Documents provided such recommendations do not, in the Architect's professional judgment, adversely affect the quality of the structural design of the Project.

2.5.2 The Architect shall not render services for the Bidding/Negotiation Phase for each Construction Issue until the Owner delivers notice to the Architect to commence such services.

2.5.3 The Architect shall, after consultation and approval by the Owner, respond in a timely manner to written questions and requests for information received from the Contractor regarding documents prepared or caused to be prepared by the Architect, and shall prepare and deliver to the Owner such additional documents as are necessary to maintain a complete record of such responses. The Architect's obligation to respond shall exist up to seventy-two (72) hours prior to any trade

contractor bid deadline, or such later time as may be agreed to by the Owner and Architect.

The Architect shall attend meetings and make information available in sufficient detail, frequency and amounts as reasonably required by the Owner so that the Owner may successfully complete its negotiations with contractors and suppliers.

2.6 CONSTRUCTION ADMINISTRATION PHASE

2.6.1 The Construction Administration Phase will commence upon the issuance of the first notice to proceed to the Contractor and will terminate upon the earlier of (a) final completion of the Project, or (b) one hundred four (104) weeks after issuance of the first notice to proceed to the Contractor.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth in this Agreement and in the General Conditions together with and as amended or modified by any Supplemental General Conditions requested by the Owner and any other documents included or incorporated in the Contract for Construction. If there is any conflict between this Agreement, the General Conditions, as amended or modified by and between the Owner and the Contractor, or any Supplemental General Conditions requested by the Owner and any other documents included or incorporated in the Contract for Construction with respect to the Architect's duties regarding Construction Administration, the terms of this Agreement shall prevail. The Architect shall have

no obligation to provide services or accept responsibility during the Construction Administration Phase under the General Conditions, as so amended or modified, which are inconsistent with those provided under this Agreement.

2.6.3 The Architect shall issue Certificates for Payment and Certificates of Substantial Completion in accordance with the General Conditions. In the event the Owner disagrees with any Certificate for Payment issued by the Architect, in whole or in part, or the Owner receives notice from any Public Sector Participant or Private Sector Participant having authority to review and approve a Certificate for Payment that a Certificate for Payment is deficient, or is to be withheld, in whole or in part, the Owner shall so notify the Architect, stating the reasons for such disagreement or objections raised by a Public or Private Sector Participant. The Architect shall then re-issue a Certificate for Payment in the amount indicated by the Owner that is not subject to dispute, and shall submit such Certificate for Payment to the Owner.

2.6.4 The duties, responsibilities and limitations of authority of the Architect during the Construction Administration Phase shall not be restricted, modified or extended without written agreement of the Owner and Architect, except as provided in Section 9.2.

2.6.5 The Architect shall be a representative of and shall advise and consult with the Owner during the Construction Administration Phase; provided, however, the Architect shall have

authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Appropriate personnel of the Architect shall visit the site as follows:

2.6.6.1 At least one person one day every two weeks and at appropriate stages of construction, for a maximum construction period of one hundred four (104) weeks with additional visits from time to time as necessary to resolve any on-site problems with the Project.

2.6.6.2 Based on such visits, the Architect shall become familiar with the progress and quality of the completed Work existing at the time of such visits and shall determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Notwithstanding the above, the Architect's visits shall not be construed as acceptance of the Contractor's responsibility for the quality or quantity of the Work. On the basis of such on-site observations, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. In addition, the Architect shall, from time to time as requested by Owner make periodic observation reports and statement for requisitions with respect to the Project in compliance with applicable law or contractual commitments

of the Owner to Public Sector or Private Sector Participants, provided, however, that such observation reports and statements for requisitions shall not require knowledge or services beyond the scope of this Agreement or beyond the Architect's professional competence.

2.6.7 The Architect shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs (including OSHA) in connection with the Work. The foregoing shall be the Contractor's sole responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

Notwithstanding anything to the contrary in this Agreement, the General Conditions, as amended or modified by and between the Owner and the Contractor, or any Supplemental General Conditions requested by the Owner and any other documents included or incorporated in the Contract for Construction, the Architect shall be responsible for appraising the Owner of the progress and quality of the Work and any observed defects or deficiencies therein.

2.6.8 The Architect shall have the responsibility and authority to reject Work which does not conform to the Contract Documents, and the Architect shall inform the Owner of any such nonconforming Work. Whenever, in the Owner's or Architect's reasonable opinion it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect, on behalf of the Owner, shall direct the Contractor to arrange for special inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work has then been fabricated, installed or completed.

2.6.9 The Architect shall review and take appropriate action upon the Contractor's submittals (collectively, "submittals") for the purpose of determining (1) whether the Work affected by and represented by such submittals is in compliance with the design concept expressed in, and other requirements of, the Contract Documents, and (2) whether the Work represented by such submittals appears to comply with the Legal Requirements, but only to the extent the Legal Requirements are known, or should be known, by the Architect in the exercise of the Standard of Care. The foregoing does not require the Architect to review (nor does it relieve the Contractor of its responsibility to prepare) such submittals, in connection with the Legal Requirements or otherwise, with respect to construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

Such action shall be performed following the Architect's Standard Submittal Review Procedures for receiving, routing, distributing and otherwise handling such submittals. The Owner shall cause the Contractor to prepare and deliver to the Architect a Project submittal schedule within a reasonable time after execution of this Agreement, but in no case later than three (3) weeks after such date. The Architect's action shall be performed in accordance with the Contractor's Project submittal schedule when accepted by the Architect, or in the absence of such an accepted schedule within such time as is sufficient in the Architect's professional judgment to permit adequate review. Such review time shall be limited in the case of all submittals to fifteen (15) days from receipt of in proper order and sequence of such documents by the Architect; provided, however, that the Architect shall not, in reviewing such submittals, delay the progress of the Work without reasonable cause. The Architect shall keep a log of all documents and schedules associated with the Project with entry dates of when such documents are logged in and logged out. The Architect shall provide copies of such logs to the Owner every two (2) weeks. The Architect shall be responsible for determining what aspects of the Work shall be the subject of submittals by the Contractor. If Architect knows that such aspects of the Work are proceeding in the absence of approved Contractor submittals, it shall notify the Contractor and Owner.

2.6.9.1 Review of Contractor submittals shall be conducted by the Architect for compliance with the Construction Documents. Instructions for installation or performance of equipment or systems designed by the Contractor shall remain the sole responsibility of the Contractor. The Architect's review shall not include safety precautions or, unless otherwise specifically stated by the Architect, review of construction means, methods, techniques, sequences or procedures. The Architect's review of, or other action relating to, a specific item shall not indicate approval of any assembly of which the item is a component, as review of such assemblies shall remain the responsibility of the Contractor.

2.6.9.2 The Architect's review or other action shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has specifically received approval from the Owner and the Architect in writing of such deviation prior to commencement of the Work involving such deviation. The Architect's review or other action shall not relieve the Contractor from responsibility for errors or omissions in Shop Drawings, Product Data, Samples or other submittals.

2.6.9.3 When independent professional certification of performance characteristics of materials, systems or equipment is provided by others, the Architect shall be

entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents; provided, however, that the Architect has determined that any such certification complies with customary construction standards for facilities located elsewhere comparable to the Project.

2.6.10 The Architect shall prepare Change Orders and Construction Change Directives in accordance with the procedures established in the Contract Documents and when applicable under the Contract Documents, and shall so inform the Owner as expeditiously as possible. The Architect may not authorize changes in the Work involving an adjustment in the Contract Sum or an extension of the Contract Time without the consent of the Owner. Any Change Order or Construction Change Directive required to correct or mitigate an error or omission in the Construction Documents or as required in connection with revisions or corrections that are treated as a Basic Service pursuant to the provisions of Section 2.1.6, shall not be included as an Additional Service under this Agreement.

2.6.11 In addition to periodic visits and observations at the Site, the Architect shall provide additional visits as may be necessary to obtain any necessary certificate of occupancy, prepare or complete punch lists, inspect various phases of the construction of the Work, determine substantial completion and final completion, and to complete certifications or inspections

as may be required by any Public or Private Sector Participant; provided, however, that such certificates and inspections shall not require knowledge or services beyond the scope of this Agreement or beyond the Architect's professional competence.

2.6.12 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in writing or in the form of drawings. When making interpretations and rendering decisions, the Architect shall endeavor to secure faithful performance by the Contractor and the Owner shall not be liable for the consequence of such interpretations and decisions made in good faith.

2.6.13 The Architect shall receive and forward to the Owner written warranties and related documents required by the Contract Documents and assembled by the Contractor.

2.7 WARRANTY PHASE SERVICES

2.7.1 The Architect shall during the Warranty Period of the Project be available for resolution of issues as reasonably requested by the Owner. The Architect, as an Additional Service, shall, when requested by the Owner, assist the Owner in the resolution of issues which are not within the Architect's scope of work as described in this Agreement during the Warranty Period of the Project.

ARTICLE 3

ADDITIONAL SERVICES

3.1 PROJECT REPRESENTATIVES. The Owner and the Architect agree that if more extensive representation at the site is required than is described under the services of the Architect as described in the Construction Administration Phase herein, the Architect, if requested by Owner, shall provide one or more Registered Architects and/or Professional Engineers (hereinafter "On-Site Personnel") to assist the Architect in carrying out his responsibilities at the site. Such On-Site Personnel shall be provided and directed by the Architect and the Architect shall be compensated therefor as provided for as an Additional Service as agreed upon by the Owner and the Architect.

3.2 The following services are not included in the scope of the Architect's Basic Services and shall be undertaken only upon the Owner's prior written request (collectively the "Additional Services"). The Architect shall be paid for the Additional Services that it renders only if (a) the Owner delivered a written request therefor prior to the time the Architect rendered such services, (b) the Owner approved in writing the Architect's quotation or estimate of the cost of the Additional Services, and (c) if payment for such Additional Services is not made on a lump-sum basis, the Architect's claim for payment for any

Additional Services does not exceed its written estimate for such services by more than ten percent (10%).

3.2.1 Providing consultation or services in connection with the repair or replacement of any Work damaged by fire or other cause during construction, provided that neither the Architect, its employees nor its agents are responsible for such damage.

3.2.2 Providing professional services made necessary by the default of the Contractor, or any subcontractor.

3.2.3 Providing professional services after the Warranty Period of the Project, or providing professional services other than Basic Services during the Warranty Period of the Project. Such services shall be included as Post-Construction Services as defined in Exhibit 3.2.3.

3.2.4 Providing financial feasibility or other special studies.

3.2.5 Providing services relative to future facilities, systems, and equipment which are not intended to be constructed during the Construction Administration Phase, except to the extent included as part of the Program.

3.2.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner, except to the extent otherwise provided as part of the Architect's Basic Services.

3.2.7 Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings and related equipment with respect to the Excluded Areas.

3.2.8 Providing services for planning tenant or rental spaces.

3.2.9 Preparing Drawings, Specifications, and supporting data and providing other services in connection with Change Orders or Construction Change Directives, except to the extent such Change Orders or Construction Change Directives are included within the scope of Architect's Basic Services as specified in Section 2.1.6 and 2.6.10.

3.2.10 Providing assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation, beyond the requirements of Sections 2.6.11 and 2.6.13.

3.2.11 Preparing to serve or serving as an expert witness in connection with any public hearing and, except when the Architect is a party to the proceeding, providing such services for an arbitration proceeding or legal proceeding.

3.2.12 Revising the Contract Documents during the Construction Administration Phase after the Owner and the Contractor have agreed upon the GMP, if such revisions are to be

used by the Owner solely to achieve or implement savings or cost reductions not contemplated by the GMP.

3.2.13 At the Owner's request, preparing Record Drawings.

3.3 Notwithstanding the above, Additional Services shall not include any revisions that may be required by the limits imposed by the Construction Budget required by: (1) design changes not approved by the Owner; and (2) errors or omissions of the Architect.

ARTICLE 4

THE OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project and shall participate in the development of the Program with the Architect that sets forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If reasonably requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project the ("Owner's Representative"). The Owner or the Owner's Representative shall render decisions and provide information in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall treat all instructions, directions and communications from the Owner's Representatives as if made by the Owner.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to

a Project benchmark. The Architect shall reasonably rely upon the accuracy and completeness of Owner provided information.

4.6 The Owner shall retain the services of other consultants when such services are reasonably required by the scope of the Project and are reasonably requested by the Architect.

4.7 The Owner shall furnish structural foundation, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests and inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense. The Architect shall review such services, information, surveys and reports and shall advise the Owner of any apparent deficiencies in the accuracy and completeness thereof with

respect to the implementation of the Program and the completion of the Project. If, however, the Architect subsequently observes or otherwise becomes aware of any fault or defect in said services, information, surveys or reports, the Architect shall give prompt notice thereof to the Owner.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner actually becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least fourteen (14) days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.12 The Owner may at any time conduct a peer review relating to the technical aspects of the Architect's design for the Project and systems to be utilized therein. Such peer review may include, but shall not be limited to, a review of the Architectural, Electrical, Structural and Civil Engineering design and/or systems elements. In such case, the Owner shall give the Architect reasonable notice of such peer review and the Architect shall supply the Owner with all information, documents

and materials reasonably requested by the Owner and relating to such peer review. Any unreasonable effort required of the Architect to accommodate, or as a result of, a peer review will be considered an Additional Service.

4.13 The Owner may appoint a committee to review the Project's compliance with the ADA (the "ADA Committee"). If convened, the ADA Committee shall report to the Owner regarding such matters as the Owner shall request and that relate to the ADA, such as, by way of illustration only, means and methods by which the Project may comply with the ADA, and such information may include, but shall not be limited to, reports, studies, and design alternatives for satisfying the requirements of the ADA, and methods and means by which other projects similar to the Project have satisfied the requirements of the ADA.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Contractor and/or Owner and equipment designed, specified, selected or specially provided for by the Architect. In

addition, a minimum contingency of 5% of estimated construction costs shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost prepared by the Contractor represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such fixed limit has been established, the Architect

shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Costs to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding/Negotiation Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (as may be adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide negotiated GMP proposal, the Owner shall:

5.2.4.1 give written approval of an increase in such fixed limit;

5.2.4.2 authorize rebidding or renegotiating of the Project within a reasonable time;

5.2.4.3 if the Project is abandoned, terminate in accordance with Paragraph 8.2; or

5.2.4.4 cooperate in revising the Project scope and quality as agreed to between the Owner and Architect.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect shall, pursuant to Section 2.1.6, modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Original drawings, specifications, blueprints, plans, technical specifications, all materials and specifications required prior to design, and all files (including, but not limited to, input and output files) and data used in computer-aided drafting or design and any other data and graphical input and output files ("CADD Files") used in the design process of the Architect shall be the property of the Owner, for use solely with respect to the Project, whether the Project is completed or not.

6.1.1 The Owner, at its own risk and expense, may at any time use and deliver to third parties such CADD Files, documents or materials for any purpose relating to the Project without the Architect's consent. The information on the CADD Files shall be considered part of the Architect's instrument of service and shall not be used by the Owner or by a party authorized by the Owner to use the CADD Files on other projects, for additions to the Project, or for completion of the Project by another design professional, without appropriate legal protection provided to

the Architect as may be agreed to between Owner and Architect, which agreement shall not be unreasonably withheld. The Architect may remove all indicia of ownership and/or involvement from the CADD Files if delivered by the Owner to a third party pursuant to this Subsection.

6.1.2 Any use or reuse of CADD Files that have been altered or adapted by the Owner or by others, without written verification of such alteration or adaptation by the Architect for the specific purpose intended, will be at the Owner's sole risk and without liability or legal exposure to the Architect. Furthermore, the Owner shall, to the fullest extent permitted by law, indemnify and hold the Architect harmless from all claims resulting therefrom. Any verification of such alteration or adaptation by the Architect shall entitle the Architect to further compensation as may be agreed to between the Owner and Architect.

6.1.3 The Owner shall be promptly furnished with reproductions of the Schematic Design Phase Documents, Design Phase Documents and Construction Phase Documents and with computer tapes or disks containing the CADD Files upon their completion and at any other time reasonably requested by Owner. Upon completion of the Work, any assignment or termination of this Agreement or any reduction of the Architect's services pursuant to the terms of Section 9.2, the Architect will revise the aforesaid documents, materials and CADD Files to reflect the most recent, accurate and complete versions thereof, and promptly

furnish the Owner with one complete set of reproducible record prints and/or computer tapes or disks of such documents, materials or CADD Files, as appropriate. All such reproductions, tapes or disks shall be the property of the Owner who may use them, at its own risk and expense, without Architect's permission (subject to Subsection 6.1.1 for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. The Architect shall be entitled to retain copies of any of such original documents, materials and CADD Files with respect to the Project.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

ARTICLE 7

DISPUTE SETTLEMENT

7.1 The Architect and Owner hereby expressly agree that any claim, dispute, disagreement or other matter in question between them arising out of or relating to this Agreement or breach thereof shall not be subject to arbitration unless such parties mutually agree, in writing, at the time such claim, dispute, disagreement or other matter in question arises to settle such issue by arbitration. Should the Architect and Owner agree to settle any such issue between them by arbitration according to

the foregoing sentence, the parties shall agree upon any procedure, conditions, limitations or requirements relating thereto at such time.

ARTICLE 8

TERMINATION, SUSPENSION AND ABANDONMENT

8.1 TERMINATION.

8.1.1 Termination by Owner. This Agreement may be terminated by the Owner upon not less than fifteen (15) days notice to the Architect (the "Termination notice period") should the Architect materially breach the terms of this Agreement through no fault of the Owner, and should the Architect not cure, or commence to cure, to the reasonable satisfaction of the Owner, such breach within such Termination notice period.

8.1.2 Termination by Architect. This Agreement may be terminated by the Architect upon not less than fifteen (15) days notice to the Owner with simultaneous notice given by the Architect to each of the Public Sector Participants and Private Sector Participants (the "Termination notice period") should the Owner materially breach the terms of this Agreement through no fault of the Architect, and should the Owner not cure, or commence to cure, to the reasonable satisfaction of the Architect, such breach within such Termination notice period.

8.1.3 Tolling of Termination Provisions upon Assignment by Owner. In the event the Owner notifies the Architect that the Owner has commenced the assignment of the Agreement to a third

party pursuant to the provisions of Subsections 9.1.1 or 9.1.2 below, the Architect hereby agrees that any Termination notice period relating to a termination notice issued by the Architect either before or after the Architect's receipt of the notice of assignment shall be tolled for a period of ten (10) days, and that the assignee(s) shall have the right during such extended Termination notice period to cure the events or conditions giving rise to the Architect's right to terminate the Agreement.

8.2 PERMANENT ABANDONMENT. The Owner may permanently abandon the Project at any time and for any reason, and terminate this Agreement immediately, effective upon delivery of notice to the Architect that the Owner permanently abandons the Project. The Architect may treat the Project as permanently abandoned by the Owner upon fourteen (14) days written notice to the Owner (the "Permanent abandonment notice period") if the Work is stopped for a period of ninety (90) consecutive days: (a) under an order of any court or other public authority having jurisdiction; (b) as a result of an act of the Federal government, New York State, local government, or any agency thereof, including, but not limited to, a declaration of a national emergency; or (c) due to the Owner's suspension of the Project or performance of this Agreement pursuant to the provisions of Section 8.3 without the consent of the Architect; and should the Owner not rescind the notice of Permanent Abandonment within such Permanent abandonment notice period. In

the event the Project is permanently abandoned, through no fault of the Architect: (a) prior to the commencement of the Construction Administration Phase, the Architect shall be entitled to such payments (the "Stipulated Payments") as described in Exhibit 8.2 as compensation for the Architect's services provided prior to its receipt of the notice of permanent abandonment and in lieu of any other payments described in this Agreement, plus reasonable out-of-pocket costs incurred as a direct result of such abandonment; or (b) after the commencement of the Construction Administration Phase, the Architect shall be entitled to payments for services performed prior to its receipt of the notice of permanent abandonment as described in Exhibit 8.2.

8.3 SUSPENSION. The Owner may suspend the Project and/or the performance of this Agreement immediately, effective upon delivery of notice to the Architect. If the Project and/or the performance of this Agreement is suspended by the Owner for more than ninety (90) consecutive days without the consent of the Architect, the Architect may treat the Project as Permanently Abandoned pursuant to the provisions of Section 8.2.

ARTICLE 9

ASSIGNMENT AND REDUCTION OF SERVICES

9.1 ASSIGNMENT.

9.1.1 Assignment by Owner. The Architect hereby acknowledges that the Owner has collaterally assigned its rights, duties and benefits under this Agreement to each of the Public Sector Participants and certain of the Private Sector Participants. Further, the Architect hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Architect, may assign, sublet or otherwise transfer its rights, duties and benefits under this Agreement in its entirety or any portion thereof to the Niagara Frontier Hockey Limited Partnership ("NFHLP"), or any organization or entity owned, controlled, owning, controlling or affiliated with the Owner or the NFHLP. The Architect further expressly agrees that the Architect shall perform its obligations under the terms of this Agreement or portion thereof as may be assigned, sublet or transferred by the Owner pursuant to this Section.

9.1.2 Assignment to City or Buffalo Urban Renewal Agency. The Architect hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Architect, may assign, sublet or otherwise transfer its rights, duties and benefits under this Agreement to the City and/or the Buffalo Urban Renewal Agency ("BURA"). In such case, the Architect hereby agrees that the Architect shall, if so requested

by the City and/or BURA, enter into an agreement with the City and/or BURA, as appropriate, relating to that portion of this Agreement so assigned, sublet or transferred (the "City Agreement"), with such terms and conditions as are mutually acceptable to the Architect and the City and/or BURA, respectively; provided, however, the terms and conditions of the City Agreement shall not be inconsistent with the terms of this Agreement, and shall obligate the Architect to continue to perform its obligations hereunder relating to the completion of the Project.

9.1.3 Assignment by Architect. The Architect hereby expressly agrees that the Architect shall not assign, sublet or transfer this Agreement or any portion thereof to another person, and that any attempt to assign, sublet or transfer this Agreement, or any portion thereof, without the Owner's prior written consent, shall be void and without effect.

9.2 REDUCTION OF SERVICES

9.2.1 Reduction of Services by Owner. The Architect and Owner hereby expressly agree that the Owner may, upon mutual agreement between the Architect and the Owner, and with seven (7) days written notice to the Architect, reduce any portion of the Architect's services (together with an rights, duties or obligations of the Architect concomitant therewith) contemplated by the terms of this Agreement. The Architect further agrees that any such reduction of services by the Owner shall not be

grounds for termination of this Agreement by the Architect and that the Architect shall perform the remainder of the Architect's services pursuant to the terms of this Agreement. In the event such a reduction in services occurs, the Architect hereby agrees that payments to the Architect as described in Article 12 shall be reduced to reflect the value of the Architect's services as so reduced, and that the determination of such value shall be by mutual agreement with the Owner.

9.2.2 In the event the Owner reduces a portion of the Architect's services pursuant to the terms of this Section 9.2, the Owner may appoint another architect to perform the services which would otherwise have been performed by the Architect. In such case, the Architect agrees to provide such drawings, specifications, documents, CADD Files, blueprints and any other necessary information as may be requested by such architect to allow such architect to perform such services. The Architect expressly agrees that any such appointment by the Owner of another architect to perform the services which would otherwise have been performed by the Architect shall not be grounds for termination of this Agreement by the Architect. In the event of a reduction of the Architect's services as provided in this Section, the Owner shall provide the Architect with such legal protection relating to third party use of the Architect's drawings, documents and CADD Files as described in Section 6.1.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of law doctrine. The Owner and the Architect hereby consent, for themselves and their property, to the exclusive jurisdiction of state and federal courts situated in the State of New York in connection with any proceedings to interpret or enforce the provisions of this Agreement and in connection with the granting of any legal or equitable remedies in connection therewith. In addition to the foregoing, the Architect hereby designates and appoints CT Corporation System residing at 107 Washington Avenue, Albany, New York, as its authorized agent upon whom process may be served in any suit, claim, action or proceeding arising out of or relating to this Agreement and further agrees that service of any process required in connection with any court proceedings shall, if delivered to CT Corporation System by certified mail, return receipt requested, at the address set forth above, be deemed effective service for purposes of any such suit, claim, action or proceeding. The Architect hereby expressly waives the following defenses in any such suit, claim, action or proceeding: lack of jurisdiction over the person and improper venue.

10.2 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

10.3 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

10.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect, except as may be created pursuant to the provisions of Subsections 8.1.3, 8.2, 9.1.1, 9.1.2 and 11.3.

10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the notification, discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Owner shall indemnify and hold harmless the Architect from any liability concerning the notification, discovery, presence,

handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, unless the Architect or a Project Consultant shall have responsibility for one or more of the services described immediately above as provided in this Agreement or as required by law.

10.6 The Architect, with the prior written consent of the Owner, shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

10.7 Notice and Service Thereof. All notices required pursuant to this Agreement and the General Conditions (a "Notice") shall be in writing and shall be delivered as follows: (a) the party giving notice (the "sender") shall fax the Notice to the party to whom notice is given (the "recipient"); (b) the sender shall obtain a mechanical fax confirmation of the recipient's receipt of such Notice; and (b) the sender shall send a hard copy of such Notice, and of the mechanical fax confirmation, by first class mail to the recipient, postmarked no later than the next business day of the U.S. Postal Service. If the requirements of subparagraphs (a), (b) and (c), above, are

satisfied, such Notice shall be deemed delivered at the time and date indicated on the mechanical fax confirmation. If any of the requirements of subparagraphs (a), (b) or (c) are not satisfied, a Notice shall be deemed delivered when received by the recipient. All Notices received by the Architect's On-Site Personnel shall be deemed to be received by the Architect. The Architect shall deliver to the Owner a copy of each Notice and other written communication to any other party involved in the Project or the Work (including, but not limited to, consultants, subcontractors and sureties) simultaneous with the delivery of such Notice or written communication to such other party.

10.8 The Architect specifically acknowledges that the Project is subject to the requirements of the Affirmative Action/Equal Opportunity Hiring Plan, and the Architect agrees to comply with the terms and provisions thereof in its performances of the services described in this Agreement.

ARTICLE 11

INSURANCE AND SUBROGATION

11.1 The Architect shall provide the Owner with a Certificate of Insurance, in form and substance acceptable to the Owner, evidencing Professional Liability coverage in the amount of $5,000,000.00 in excess of $500,000.00 self-insured retention for each claim and $5,000,000.00 in excess of $500,000.00 self-insured retention for each claim in the aggregate.

11.1.1 The Architect shall provide the Owner with a Certificate of Insurance, in form and substance acceptable to the Owner, evidencing such other types of coverages and related deductibles as follows:

11.1.1.1 Commercial General Liability. Coverage must include Products/Completed Operations, Contractual Liability and Personal Injury Liability and must not contain any Explosion, Collapse or Underground Hazard Exclusions. Such coverage shall be written on an Insurance Services Offices (ISO) Commercial General Liability form or a form reasonably comparable thereto and coverage is to written with limits of $1,000,000.00 each occurrence for Bodily Injury and Property Damage, $1,000,000.00 aggregate for Products/Completed Operations, $1,000,000.00 each person of organization for Personal Injury and Advertising Injury and a $2,000,000.00 general aggregate.

11.1.1.2 Automobile Liability. Coverage must be provided for claims arising out of the use of Owned, Hired and Non-Owned Autos and be written with a combined single limit for Bodily Injury and Property Damage of $1,000,000.00 each accident.

11.1.1.3 Workers' Compensation & Employer's Liability. Statutory coverage complying with the New York Workers' Compensation Law.

11.1.1.4 Excess "Umbrella" Liability. Coverage must provide Excess coverage above the coverages specified under

Subsections 11.1.1.1, 11.1.1.2 and the Employer's Liability specified under Subsection 11.1.1.3 and be written with limits of $5,000,000.00 each occurrence and $5,000,000.00 in the aggregate.

11.1.1.5 Such other insurance coverages, in such amounts as the Owner shall from time to time reasonably require.

11.1.2 The insurance coverages required in Section 11.1 and Subsection 11.1.1 shall be subject to the following additional requirements:

11.1.2.1 The required coverages shall be maintained without interruption from the date of commencement of the Architect's services until Project completion (as described in the General Conditions), except that the Professional Liability coverage shall be maintained for at least three (3) years after the date of Project completion.

11.1.2.2 The insurance policies described in Subsections 11.1.1.1 and 11.1.1.4 shall include the following entities as will as their respective officers, employees and agents as Additional Insureds:

Arena, Inc. (formerly known as Crossroads Arena Corp.)
Crossroads Arena LLC
Niagara Frontier Hockey, L.P.
Niagara Frontier Hockey Management Corporation
City of Buffalo
Buffalo Urban Renewal Agency
County of Erie
Erie County Industrial Development Agency
State of New York
New York State Urban Development Corporation
Cannon Design, Inc.
Buffalo Sabres Concessions LLC

Shawmut Bank, N.A.
Marine Midland Bank
Fleet Bank
Key Bank of New York

The Architect shall also name as additional insureds in each insurance contract required to be established pursuant to this Agreement any co-lenders, lending syndicate participants, and any successors or assigns of the above upon written notice to the Architect by any of the above.

11.1.2.3 The insurance requirements specified herein, contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy these requirements, the Architect shall maintain a retroactive date not later than the date of commencement of the Architect's services for the Project and shall maintain such coverage for a period of at least five (5) years after the date of Project Completion (except for the Professional Liability coverage described in Section 11.1, which shall be required to be maintained for at least three (3) years after Project completion pursuant to Section 11.1.2.1). Additional requirements may be imposed with respect to such claims-made coverage as the Owner and Architect may mutually agree, and such agreement may not be unreasonably withheld.

11.1.2.4 Upon request, the Architect shall furnish the Owner with Certificates of Insurance as soon as practicable after the execution of this Agreement, evidencing the required coverages and, with respect to renewal or replacement policies, as soon as practicable, but no later

than five (5) days after such renewal or replacement. Upon request, the Architect shall furnish to the Owner copies of its General Liability insurance policy, excluding premium information. In addition, the Architect shall cooperate fully with the Owner's insurance advisor in providing information regarding the Architect's Professional Liability insurance policy reasonably requested by such advisor. Such cooperation may include, on terms and conditions reasonably agreeable to the Architect and the Owner, the sharing with such insurance advisor of selected portions of the Architect's Professional Liability insurance policy.

11.1.2.5 All of the required insurance policies shall provide for sixty (60) days prior written notice to the Owner in the event of cancellation, non-renewal or material change; provided, however, that only ten (10) days prior written notice shall be required in the event of any non-renewal or cancellation resulting from non-payment of premiums.

11.2 The Architect shall be responsible for requiring that any of its contracted consultants and/or subcontractors carry such insurance as is commercially reasonable under the circumstances, taking into consideration the commercial or industry standards applicable to the work to be performed by such consultant or contractor, and the size, nature and scope of the Project.

11.3 The Architect hereby expressly agrees to indemnify and hold harmless each of the parties identified as an "Additional Insured" under the provisions of Subsection 11.1.2.2, and all of their directors, agents and employees, from any and all claims, losses, liability, damages and expenses of any kind or nature whatsoever, including, without limitation, bodily injury and claims of contractors, consultants, material suppliers, the Architect's employees or agents, and any third party, arising out of or in connection with the negligence or other fault of the Architect, its agents, employees or officers, with respect to the services performed or to be performed by the Architect pursuant to the terms of this Agreement.

11.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

ARTICLE 12

PAYMENTS TO THE ARCHITECT AND BASIS OF COMPENSATION

12.1 DIRECT PERSONNEL EXPENSE

12.1.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project and the cost of their mandatory and customary contributions and

benefits such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

12.2 REIMBURSABLE CHARGES

12.2.1 The following Reimbursable Charges are due the Architect from the Owner, in addition to the Compensation for Basic Services, for charges incurred or established by the Architect and any consultants in relation to the Project.

12.2.1.1 Premium amounts for overtime work requiring higher than regular rates when authorized in advance by the Owner.

12.2.1.2 Any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

12.2.1.3 Any applicable state or local taxes related to services (including professional service taxes) or products provided under this Agreement which may be imposed where the Project is located and fees paid for securing approval by authorities having jurisdiction over the Project.

12.2.1.4 Travel expenses directly incurred by Architect's personnel working on the Project (including airfare, meals, transportation, and other living expenses incurred while travelling).

12.2.1.5 Data processing, reproduction (both in-house and contracted), long distance telecommunication (including telephone and faxes), mailing and postage, and photographic production costs and expenses directly incurred by the Architect in performing the services described in this Agreement.

12.2.1.6 Costs and expenses incurred by the Architect in preparing renderings, models and/or presentations when requested by the Owner and not part of Basic Services hereunder.

12.2.1.7 Such other costs and expenses incurred by the Architect as may be mutually agreed upon by the Architect and Owner.

12.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

12.3.1 Any initial payment as set forth in Paragraph 13.1 is the minimum payment under this Agreement.

12.3.2 If and to the extent that the time initially established in this Agreement is exceeded or extended for reasons not the sole fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth for Additional Services under Article 13.

12.3.3 The Architect will compensate consultants, if any, for services and Reimbursable Charges as payments for those services and Reimbursable Charges are received from the Owner.

12.3.4 Payments by the Owner for Basic Services shall be made monthly and are due upon presentation of the Architect's invoice.

12.4 PAYMENTS, REIMBURSABLE CHARGES, AND ADDITIONAL SERVICES. Payments for Reimbursable Charges and for Additional Services shall be made monthly upon presentation of the Architect's invoices.

12.5 PAYMENT WITHHELD. No deductions shall be made or sums withheld from the payments to the Architect for any reasons whatsoever other than amounts for which the Architect has been found to be legally liable.

12.6 ARCHITECT'S ACCOUNTING RECORDS.

12.6.1 Records of Reimbursable Charges and expenses pertaining to Services performed on the basis of direct expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Records maintained in accordance with generally accepted accounting principles shall be deemed acceptable.

12.6.2 The Architect shall require his Consultants (subcontractors) to be bound by the provisions of the foregoing paragraph.

ARTICLE 13

BASIS OF COMPENSATION

13.1 FOR BASIC SERVICES. For Basic Services, Basic Compensation shall be:

13.1.1 A Fixed Fee of $5,450,000.00 Dollars plus Reimbursable Charges for Schematic Design, Design Development, Construction Document, Bidding/Negotiation, and Construction Administration Phases, and for the Basic Services provided by the Architect during the Warranty Phase.

13.1.2 The Fixed Fee shall be paid on a percentage per Project Phase basis. The percentages of fee per Project Phase shall be as follows: Schematic Design, sixteen (16) percent; Design Development, nineteen (19) percent; Construction Document, forty (40) percent; Bidding/Negotiation, one (1) percent; Construction Administration, twenty-four (24) percent.

13.1.3 During the Construction Administration Phase, the percentage of the Architect's Fixed Fee applicable thereto shall be paid to the Architect in monthly amounts based on the percentage of the Construction Administration Phase services theretofore performed by the Architect, as reasonably estimated by the Architect. The Architect shall provide the Owner with such evidence (documentary or otherwise) reasonably requested by the Owner in support of the Architect's estimation of the Construction Administration Phase services performed by the Architect.

13.2 FOR ADDITIONAL SERVICES. For Additional Services of the Architect, as described in Article 3, Compensation shall be as agreed upon by the Owner and the Architect, which agreement shall not be unreasonably withheld.

13.3 COMPENSATION FOR REIMBURSABLE CHARGES.

13.3.1 For Reimbursable Charges, compensation shall be a multiple of one and fifteen one hundredths (1.15) times the actual costs incurred by the Architect or a by Project Consultant hired by the Architect (but excluding such Project Consultant's fee).

13.4 OTHER COMPENSATION CONDITIONS.

13.4.1 If the Scope of the Project or of the Architect's Service is changed materially, the amounts of compensation shall be equitably adjusted.

13.4.2 The rates and multiples set forth for Additional Services and other services shall be adjusted annually in accordance with normal salary review practices of the Architect.

13.4.3 If the Basic Services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement including the provisions for Construction Phase Services, the amount of compensation shall be equitably adjusted under the provisions of Article 3 for the period of delay.

13.4.4 In the event of suspension or termination not the fault of the Architect, the Architect shall be compensated as provided in Article 8.

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

The undersigned do hereby execute this Agreement as of this 09 day of May, 1995.

OWNER
Crossroads Arena LLC
By its Member:

Arena, Inc. (f/k/a Crossroads Arena Corporation)

Lawrence Quinn
Executive Vice President

ARCHITECT
Ellerbe Becket Architects & Engineers, P.C.

Rick Lincicome
Executive Vice President

EXHIBIT 1.1
ARCHITECT'S KEY PROJECT PERSONNEL

Name - Title / Responsibilities

Al Rhoads	Project Manager
	Oversees direction and completion of the project. Facilitate communication with client's representatives and team members.
Patricia Clancy	Senior Project Architect
	Document planning, production, and coordination. Consultant coordination. Construction phase coordination and shop drawing review.
James Handley	Senior Project Architect
	Document planning, production and coordination. Consultant coordination. Quality control.
Tony Rohr	Project Designer
	Establish and direct overall project design.
Carol Napper	Senior Project Architect/Designer
	Establish and direct overall interior architectural design. Coordination of consultants.
Steve Thompson	Construction Administrator
	Coordinate and facilitate construction phase services.
Steve Wernersbach	Project Engineer/Mechanical-Plumbing
	Overall supervisor and Engineer-of-Record.
Jack Sharkey	Mechanical Project Leader
	Mechanical and plumbing design supervision and coordination.
Allan J. Wenzel	Chief Electrical Engineer
	Direct overall electrical engineering design and production. Engineer-of-Record.
John Kirchner	Senior Electrical Project Engineer
	Electrical design supervision and coordination.
Gary Harper	Structural Engineering Principal
	Engineer-of-Record. Responsible for overall structural engineering design and production.
Steve Hofmeister	Project Structural Engineer
	Responsible for day-to-day design, production, and construction administration for structural portion of the work.
Gary Storm / Karen Houghton	Structural Engineers Responsible for design and CA phases of the arena roof.

EXHIBIT 1.3

TIME LIMITS

Project Phase	**Schedule**
Schematic Design	February 1993 - August 1993
Design Development	September 1993 - March 1994
Construction Documents	April 1994 - April 1995
Construction Issue One	July 1994
Construction Issue Two	October 1994
Construction Issue Three	December 1994
Construction Issue Four	April 1995
Bidding/Negotiation	November 1994 - September 1995
Construction Administration	November 1994 - October 1996
Warranty Period (Per general conditions - 1 year past substantial completion)	August 31, 1996 - August 31, 1997

Exhibit 1.5 PROGRAM

CROSSROADS ARENA
Commission No. 9101-931

GOALS

- Encourage non-event activities.
- Develop a great hockey facility.
- Create a multi-event facility capability that includes the following:
  - College Basketball
  - Soccer
  - LaCrosse (verify indoor can be played on NHL size floor)
  - Concert/Family Shows
  - Circus
  - Exhibit/Convention
  - Boxing/Wrestling
  - Rodeo
  - Motor Events
  - Tennis
  - Track
  - Ice Shows
- Encourage pre/post use of the facility (maximize non-seasonal activities, weddings, banquets, noon hour food court, etc.).
- Make "live game" experience more attractive than televised.
- Maximize potential for "spin-off" businesses (parking, merchandising, telecommunications).
- The Arena is to be a catalyst for the waterfront/harbor development.
- Create an entertainment "destination" (Disneyland philosophy of a total positive experience from arrival to departure).
- Buffalo weather--develop the "positive" aspect of this factor.
- Reduce the expense of maintenance and operation (systems/personnel/energy conservation).
- Preserve surrounding structures of historical value and interest.
- Design should adapt to future expansion by allowing premium club level seating area to be converted to future suites.
- The Arena should reach and satisfy multiple segments of the marketplace.
- Open September 1996.

05-11-95 11:27AM FROM ELLERBE BECKER INC TO CROSSROADS P002/ 005

AREA ONE - SPECTATOR FACILITIES

1. Seating Bowl

A. Provide 19,252 minimum seats for hockey, (not including necessary further reductions for disabled seating and cameras). Provide self-rising upholstered seats and back with arm rest in the general seating area. Provide sealed concrete treads and risers, floor drains and water access convenient to the seating bowl area, and lighted aisles in seating bowl area. Refer to drawings A904 and A905 for seat count information.

B. Self-rising upholstered armchair seats will be provided in all seating areas. Sightline design clearance will be approximately 2-1/4 inches above the eye level of the spectator in the preceding row. Minimum tread width with seating areas will be 32 inches (33" preferred); the first row of seats will be approximately 16 inches above the arena floor; the riser height will vary in ½ inch increments from 6 inch minimum to 24 inch maximum; the maximum number of seats in a row will be 28; the minimum width of an aisle where seating is provided on each side will be 48 inches. General seat width will be a minimum standard of 19 inches except where 18" seats are approved by owner to maximize even number of seats in the row. Wheelchair seating with companion seating will be provided consistent with local standards and ADA requirements. Final seat counts to be verified after completion of design documents.

C. The lower seating bowl includes (4) rows of removable platforms on the west side of the event floor. Four (4) removable corner vomitories are anticipated, each consisting of ten (10) rows. Vomitories leading to the west storage areas will be equipped with four (4) additional rows of raiseable seating platforms capable of elevating to allow approximately 12' high clearance. One of these four (4) vomitories will be wider to allow truck access at the stage end, and the raiseable platform will consist of seven (7) additional rows (15' clear). The stage, or east end of the lower seating bowl, will be equipped with approximately fourteen (14) rows of removable seating behind the stage. The 14 rows of telescopic platforms between grids R10 and R16 will be capable of being moved to the west end of the event floor for additional seating for basketball events. Areas on the concourses are planned to accommodate removable platform seating to allow flexible use for disabled seating or general seating as needed (see seating plan for more detail). Refer to A904/A905 for a diagram of and retractable locations of seating types throughout the arena.

D. Lighting will be designed and circuited so that individual sections of the bowl can be controlled either separately in section modules, or in entirety. This will allow seating sections in the bowl not used for particular events to be darkened as necessary in order to give the appearance of a smaller house.

2. Premium Seating

A. Premium seating for approximately 2,500 patrons will be provided with an upscale chair with upholstered seat and back. Premium seat widths will be a minimum standard of 22 inches except where 21" seats are approved by Owner to maximize even number of seats in a row. Premium seats will be accessed from a private Premium seat concourse. Premium seating will be located between the lower deck seating and the suite level and will be separated from each by a bulkhead of 30 inches, 42" at the aisles.

05-11-95 11:21AM FROM ELLERBE BECKET AC TO CROSSROADS P003/036

B. The premium seating area will be designed to accommodate waitress service as well as self served beverages and grilled items. Private restroom and coat check facilities will be provided for premium seat patrons. (Reference Area 3, "Public Facilities" and Area 5, "Food Service").

C. Provide interactive listening devices, or FM headphones, for the premium seats. Provide interactive communication with video scoreboard for bingo, video games, etc.

D. Premium seats, designed to be accessible from the Party Suite or Director's Room, will also be capable of individual sale and accessible from the Premium Seat Concourse.

3. Private Suites

A. Eighty (80) private suites will be provided. The private suites will be located on a single level and will be accessed by a private concourse. Each of the suites will contain:
   1. 12 cushioned theater style seats with side tables in front of the suite 864 seats total).
   2. An enclosed lounge area.
   3. Private handicap accessible toilet and removable seating at appropriate position to accommodate wheelchair patrons. Seating will be convenient to remove with hand turn and not require special tools.
   4. Individually controlled HVAC.
   5. Two (2) closed circuit television, with house controlled power overrides.
   6. Suite controlled lighting with House overrides.
   7. Counter space for liquor and food setups including power and space for two electric chafing dishes.
   8. Lockable liquor storage area.
   9. Undercounter refrigerator.
   10. Private telephone line.
   11. Speakers (PA)
   12. Coat closet.
   13. Upscale finishes.
   14. A drink bar behind the fixed seating.
   15. Provide for a direct tie-in to all house broadcasts (radio, all television feeds, public address with channel selectors and separate volume controls. Include public address override feature if desired.
   16. Include the potential for interactive communication with scoreboard, television broadcast, etc.
   17. Provide for radio signal reception by tenant supplied unit.

B. The design of the suites will accommodate the possibility of consolidation of up to two suites into a single unit.

4. Director's Room

A. Provide a private suite for the Sabres Owner to entertain larger groups of guests. Allow for banquet service, built-in bar, and space for a portable buffet. Seating for guests will be provided in the premium seating section. Provide convenient access to office space by means of a private stair. Provide all amenities included in the private suite, including men's and women's restrooms. Upgrade finishes from typical suite. The room should comfortably seat seventy-five people for buffet style dinner and cocktails.

1. Director's Room 2,200 sq. ft.

Comment: • FFE items to be supplied by Owner.

05-17-95 11:27AM FROM ELLERBE BECKET KC TO CROSSROADS P004/036

* 5. **Party Suite** (* = space divisible by operable partition)

A. Provide space, rentable to corporations and large groups, with direct access to 100 premium seats in bowl. Include all amenities provided in typical suites, except restrooms (premium seating restrooms will be utilized).

1. Party Suite

a. 2,000 sq. ft.
b. Space is to be divisible by operable wall into two rooms each accommodating 50 people and opening to 50 premium seats in the bowl.

Comment:
- FF&E items to be supplied by Owner.
- Provide public address interface with individual volume control.
- Be able to pipe in radio broadcast (wire into public address system) with individual volume control.
- Allow for radio reception/broadcast within all suites.

Verify FFE Items:
- Suite furnishings, suite appliances, television monitors with built-in VCR, telephones, binoculars, coffee maker, removable platforms, and floor seating.

05-11-95 11:21AM FROM ELLERBE BECKET PC TO CROSSROADS F005/005

AREA TWO - TEAM/ENTERTAINMENT/PRESS FACILITIES

1. Team Facilities

All player facilities will be located on the Arena Floor Level and will have direct access to the arena floor through vomitories. Players walk directly from the bench into the locker room area without crossing a public concourse and without coming in contact with the other team. Home and visitor teams will be provided with separate floor access vomitories. Game officials will not use the player vomitories for access to the arena floor. Team facilities will include lockers, HVAC, finished walls, finished floors, ceilings, and general lighting. Medical, laundry, sauna, weight, training, and whirlpool facilities will be located within the locker room suite. All locker facilities will be handicap accessible. Direct access will be provided from the locker room area to the bench areas. Lockers are built-in casework with lockable compartment. Sabres lockers, officials lockers, and Coaches' lockers are built in casework. Visiting Team lockers are provided by Owner as FFE items, and may be portable. Provide grooming and drying areas outside showers with built-in benches, towel shelves/rods. Provide two entrances to the Sabres space, one of which will be used by injured players to directly access training. Allow for a wall to serve as a focal point for team presentations that may include built-in casework. An overhead drop-down screen for replays will be used in this area. A table tennis game is requested in the Sabres Locker room.

A. Sabres Hockey Team Locker Room

1.	Locker area (27)	1,100 sq. ft.
2.	Shower / Toilet	400 sq. ft.
3.	Head Coaches Office/Locker	350 sq. ft.
4.	Two (2) Asst. Coaches Office (150 s.f. ea.)	300 sq. ft.
5.	Coaches Toilet/Shower	200 sq. ft.
6.	Video Room	200 sq. ft.
7.	Training Room	700 sq. ft.
	Combined Weight/Training	500 sq. ft.
8.	Whirlpool	160 sq. ft.
	Open Whirlpool Area (part of Weight/Training)	
9.	Trainers Office	100 sq. ft.
10.	Stick Room (See Item J)	160 sq. ft.
11.	Skate Sharpening (See Item J)	160 sq. ft.
12.	Equipment Storage	350 sq. ft.
13.	Players Lounge	300 sq. ft.
14.	Changing Room	200 sq. ft.
15.	Weight Room (See above)	
16.	Not Used	
17.	Equipment Manager	80 sq. ft.
18.	Sauna	125 sq. ft.
19.	Doctor's Office (See Item H)	450 sq. ft.
20.	Laundry (See Item I)	200 sq. ft.
21.	Circulation	950 sq. ft.
	Subtotal:	6,985 sq. ft.

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B. Basketball Locker Room

Develop in High Storage space provided at west end of the Event Floor, or reduce Marshaling Area, in the future, if an NBA team is acquired.

1.	Locker area (20)	1,000 sq. ft.
2.	Shower / Toilet	350 sq. ft.
3.	Head Coaches Office/Locker	150 sq. ft.
4.	Asst. Coaches Office	150 sq. ft.
5.	Coaches Toilet/Shower	100 sq. ft.
6.	Video Room	120 sq. ft.
7.	Training Room	400 sq. ft.
8.	Trainers Office	100 sq. ft.
9.	Equipment Storage	240 sq. ft.
10.	Players Lounge	400 sq. ft.
11.	Weight Room	240 sq. ft.
	Subtotal:	3,250 sq. ft.

C. Visiting Locker

1.	Locker area (20)	900 sq. ft.
2.	Shower / Toilet	350 sq. ft.
3.	Coaches Office/Locker	150 sq. ft.
4.	Training Room	150 sq. ft.
	Subtotal:	1,550 sq. ft.

D. Visiting Basketball Team Locker

1.	Locker area (20)	900 sq. ft.
2.	Shower / Toilet	350 sq. ft.
3.	Coaches Office/Locker	150 sq. ft.
4.	Training Room	150 sq. ft.
	Subtotal:	1,550 sq. ft.

* E. Visiting NHL Locker/Visiting Locker Room (2) (* = spaces adjacent and divisible by operable wall).

1.	Locker area (20 ea. side, 25 NHL lockers)	900 sq. ft.
2.	Shower / Toilet	350 sq. ft.
3.	Coaches Office/Locker	150 sq. ft.
4.	Training Room	150 sq. ft.
	Subtotal: 2 @ 1,550 = 3,100	3,100 sq. ft.

Note: Provide an operable wall between the locker rooms. Option: Utilize portable lockers (FFE item), instead of built-in lockers shown.

F. Officials/Off-Ice Officials/Locker Room 260 sq. ft.

The Officials Locker Room will be located on the opposite side of the ice from the players facilities and will be accessed through the Zamboni entrance. The room includes two

showers, toilets, built-in lockers with lockable storage space for a minimum of four (4) officials, drying space, grooming space at lavatories, space for a table and chairs, counter with undercounter refrigerator, coffee maker, sink, bulletin board, hook-ups for event and time clocks, and video monitor. The room will also be used as a lounge for the Off-Ice Officials.

* G. Player interview rooms (* = space divisible by operable wall).

1. Large interview/press conference = 2,000 sq. ft.

Interview rooms will be provided adjacent to the locker room area. Provide a 2,000 sq. ft. space divisible by operable wall that will also serve as a multipurpose room for overflow teams and performers. Between period interviews will take place here, so provide direct access from each team's vomitory to one-half of the room. The operable wall can be opened to allow a post-game interview room large enough to accommodate both teams. Interview rooms will be equipped with electrical service and cable trays as required for Radio and TV interview of players. Conduit only will be provided for lighting required for TV camera operation.

H. Game Physician Suite

Provide an office for the Game Physician. Adjacent to team areas and accessible from the arena floor, this facility will consist of a central Doctor's Office with examination rooms directly accessible on either side that connect to the team locker rooms for use by both teams during games. A secured office space will be provided. A dental treatment area will be included in the Doctors office area (verify Dental and space requirements). The medical room should be adjacent to the Trainers room. The suite should afford maximum privacy, with limited access by coaches and trainers only. Provide built-in casework with sink in each exam room.

1. Game Physician Suite

(2) Exam Rooms @ 100 sq. ft. =	200 sq. ft.
Disabled Toilet	50 sq. ft.
Doctor's Office	200 sq. ft.
Total =	**450 sq. ft.**

I. Laundry Room

A 200 sq. ft. laundry facility will be provided, located directly off the Sabres locker room and adjacent to stick/skate and equipment rooms. Provide laundry sink, equipment, built-in shelving and storage space for laundry carts.

J. Stick/Skate Room 320 sq. ft.

Provide a room adjacent to the Sabres locker room where players can have skates adjusted before leaving the locker room. The room should be adjacent to Equipment Storage and Equipment Managers spaces.

K. Equipment Storage/Equipment Manager 350 sq. ft.

Provide direct access to the corridor for equipment removal. All pre and post game loading will be by electric cart through the equipment room double doors to the team bus in the Marshaling area via the corridor in a westerly direction.

* L. Alumni Lounge

An alumni lounge will be provided to accommodate 25-30 people (450 sq. ft.) and will serve as a gathering place room before, during, and after any event.

* M. Players' Relative Waiting Room

A 500 sq. ft. room with unisex toilet, two (2) televisions, and a cabinet with refrigerator.

N. Head Coaches Office 350 sq. ft.

Provide an office for the Head Coach, centrally located with visibility towards Training, Trainers Office, and Weight Room. Provide access to Conference Room, Video Room, and Toilets.

O. Assistant Coaches Room 300 sq. ft.

Locate in the general vicinity of the Head Coach, Training and Weight Room. Provide direct access to video. Share toilet/shower with head coach. Provide plastic laminate casework lockers with lockable compartment and dressing area within office or shower area.

P. Trainer 100 sq. ft.

Provide an office adjacent to the Game Physicians Suite and with visibility to Training/Weight and Head Coaches Office.

Q. Combined Weight/Training 500 sq. ft.

Provide a large room for Weight Training with full view from Head Coach/Trainer. Provide maximum mirror surface on remaining walls. Provide a high quality stereo system (FFE). Coordinate with speaker system.

R. Changing Area 200 sq. ft.

Provide an area for players to change out of/into street clothes. Changing area should be adjacent to Sabres Locker, Lounge, and Toilet/Shower areas, and accessible without going through the Locker Room. Provide full-height lockers with lockable compartments.

S. Whirlpool 160 sq. ft.

Provide a room for whirlpool treatments off the main training room. Locate a curbed tile area for two whirlpools within the Weight/Training Room. Allow for visibility from Trainer's Office. Provide non-slip tile floor, drains, and built-in casework. Provide hook-up for two whirlpools.

T. Player's Lounge 300 sq. ft.

Provide a space for team gatherings adjacent to the changing area. Include large screen TV and VCR. Space will probably include built-in casework for service refreshments not yet defined, possibly vending machines, bottled water, etc., as well. (Please define these requirements).

U. Video Room 200 sq. ft.

Provide space for storage and viewing of video tapes. Further input from coaching staff required.

Comment:
- Players will park on the lowest garage level at non-event times and enter through the Security/Control Vestibule, or utilize surface parking in the outdoor service area.
- Are other desirable interview locations to be prewired? (Main lobby, sports bar, etc.)
  Video delivery areas (camera and audio drops) to be located in all areas from the beginning, such as dressing rooms, clubs, sports bars, etc., using the cutting edge of technology of fibre optics (Paul Wieland).

FFE Items:
- Moveable furniture
- Medical/training equipment
- Laundry equipment (number and size)
- Built-in appliances
- Towels
- Amenities listed in "Comment"

2. **Entertainment Facilities**

A. Green Room (V.I.P. Waiting Room)

A 500 sq. ft. room will be provided that serves as both the green room and the V.I.P. waiting room. This will serve as a postgame waiting room for V.I.P.'s and will be located near the marshaling and parking area. The room will be provided with a unisex toilet, 2 televisions, and casework with wet bar and domestic undercounter refrigerator/freezer.

* B. Star Facilities/Player's Relative Waiting Room (* = operable wall within space)

Provide two (2) star dressing rooms (700 sq. ft.) with toilet, lavatory, and shower areas. Locate the star facilities in a central area with the ability to secure area. Provide portable dressing counters with theatrical lighting. One or more of the Star rooms will be capable of doubling as the Player's Relatives postgame waiting room. Discuss whether these should be equipped with TV monitor, under counter refrigerator, bar sink, etc. Provide operable partitions between rooms for maximum flexibility. Allow for conversion and breakdown into locker and press rooms for multi-team events.

C. Performers Dressing Room (Deleted - use Visitor's Locker Room)

3. **Event Floor** (Note: Provide CMU partitions at all high abuse areas this level.

A. Provide an NHL size ice floor (85' x 200'). See "Alternates" in specification for International Ice option. Sightlines are based solely on NHL ice.

1. Event Floor

B. Provide structural capacity to support a concert rigging grid at end stage and center stage positions. Rigging grid supplied by others.

C. Provide electrical service and control room at stage end of arena floor (See Area Six - Support).

4. **Press / Broadcast Facilities**

* A. Press Lounge/Multipurpose Room (* = operable wall forms one side of space)

Provide a press lounge (1200 sq. ft.) for up to 110 people. Provide for catering of up to 250 during playoffs in a separate location. Provide closed circuit televisions in lounge. Provide press toilet facilities and press storage adjacent to the press lounge. Utilize Marshaling area toilets for Press.

B. Catering/Buffet

Allow a 500 sq. ft. space with built-in casework containing a wet-bar and domestic undercounter refrigerator freezer that will contain a portable buffet for catering.

* C. Press Workroom/Multipurpose Room (* = operable wall forms one side of space)

Provide a press workroom (1,000 sq. ft.). Provide for 30 removable work stations or fold down counters so that the space can be used as multipurpose space. The Work stations will include power, data and communication lines, and counter tops. Provide accommodations for an additional 70 temporary work station connections for playoffs in a separate location.

D. Press Storage

Provide press storage of 250 sq. ft. adjacent to the press lounge.

E. Press Toilets

Provide two (2) disabled access toilet rooms (male/female - 150 sq. ft. total). Share Marshaling toilets.

Video Communications Center: 2,000 sq. ft. The functions listed below are to accommodated in the Video Communications Room. Allow for future expansion.

1. Television Production Center

Provide a 1,200 sq. ft. television production center. Locate adjacent to Scoreboard Control. Delete(and Dock Utility Room in the Loading Dock area.)

2. Radio Production Center

Provide a 400 sq. ft. radio production center.

3. Scoreboard/Video Control Room

A 400 sq. ft. space will be provided for a scoreboard/video control area. Space is also used for commercial television taping. Telescreen operating system should be designed for complete two-way integration with event video production sharing space and interfacing equipment. Out of town scoreboard proposed for Main Lobby will also probably be controlled from this space.

F. Working Press

Hockey working press will be accommodated on the press halo. Stations will be provided for 100 people. Overflow press during play-offs to be accommodated by removable stations

within the bowl at the top of the upper deck adjacent to the Press Level access points. Basketball working press to be accommodated on the floor with expansion needs for visiting/overflow press, accommodated at the top of the lower bowl, with convenient access to the Event Floor press workroom. All press seating locations to be prewired for monitors, telephones and computer. Stations will be 30 to 36 inches in width, with overflow press stations at 24". Two (2) rows to be built-in casework with power strips on top. Stations pre-wired for monitors, telephones, and computer. Removable raised sections to be provided for playoff expansion with similar features.

Toilets will be provided at the press halo level for working and broadcast press. A press Vending Room will provide beverages and pre-packaged snacks at the press level. An open lounge area with tables and chairs will be provided behind the working press stations.

1. Toilets: 2 @ 300 sq. ft. = 600 sq. ft.
2. Press Lounge: 800 sq. ft.

G. Television Broadcast Booths

Provisions will be made for two (2) television broadcast booths (approximately 200 sq. ft. each) located at the press halo level.

H. Camera: Provide drop down counter sections in the central T.V. broadcast booths to allow for optional use by cameras if so desired.

I. Provide Visiting Team and Coaches spaces, each at 120 sq. ft. Wire the Visiting Team space for Radio /TV to serve as flexible overflow space.

J. Television Truck Parking

Four (4) television truck parking locations will be designated at the loading dock level. (See "Dock" for more information)

K. Radio Broadcast Booths

Provisions will be made for up to three (3) radio broadcast booths (approximately 120 sq. ft. each) located at the press halo level. Two additional radio booths will be provided and also be wired for TV to serve as flexible overflow space.

L. Instant Replay Officials/Video Goal Judges (Off-ice Officials Booth)

Provision will be made for an off-ice officials booth (approximately 120 sq. ft.) at the press halo level. Accommodate four (4) Off-Ice Officials. Provide view of the ice, and direct communication with Goal Judges at ice level. Provide monitors in the space.

M. Injured Player Viewing

Provisions will be made for injured players to view the game. Provide capacity of 8 to 10 people. Provide approximately 800 s.f.

N. Camera Locations

See "SV" drawings for camera locations.

5. **Event Production Facilities**

1. See Video Communication Center

2. Lighting Control/Sound/Music/Event Director

   A 220 sq. ft. room open to the bowl will be provided at the Press Level to serve all these functions.

   Event Production facilities will be located at the Press Halo Level. Facilities at rink/court side will include hookups and provisions for scoreboard operator, sound mixing, public address, and a event production director. Storage of courtside equipment shall be at arena floor level.

3. Audio Rack Room

   Provide space on scoreboard platforms for racks.

4. Spotlight Platforms

   Spotlights not included in Base Building. Provide (8) spotlight platforms; (2) on each side, (2) at stage end, (2) opposite stage end. Side locations are for (1) spotlight only. End locations are for (2) spotlights.

5. In-house phone system

   Provisions will be made to accommodate an in-house communication system.

   Comment: • Will the public address system be controlled from the Press Lighting/Sound room, Video Communications Center, Security/Control room, and courtside?

6. Provide space on catwalks for (4) dimmer rack locations, approximately 6' wide x 8' long.

7. Scoreboard Control

   Provide 120 sq. ft. room open to the bowl adjacent to light/sound.

FFE ITEMS • Spotlights

AREA THREE - PUBLIC FACILITIES

1. Concourses

A. Provide two public concourses, one upper and one lower. Provide approximately 24' minimum wide lower concourses and 13' minimum upper concourse to accommodate capacity crowds. Provide television monitors around concourses for viewing while purchasing novelties/concessions. TV monitors should be located over the top of the cash register at the concession stands. They should be placed so that the person placing the order and the service worker filling the order cannot see the screen.

Note: All partitions on these levels to be gypsum board on metal studs. Provide abuse resistant finish material at areas that will create maintenance problems.

B. Provide private concourses with direct access to the private suites and premium seating areas.

Comment: • Are any special advertising video options planned (video walls, etc.)
• Provide recessed black out curtains at vomitories.

FFE Items: • Black out curtains and interior landscape items.

2. Vertical Circulation

A. Elevators

1. Passenger Elevators

a. Provide passenger elevators to accommodate premium seating and suite patrons, physically disabled patrons, and first-aid stretchers.

1) Provide four (4) passenger elevators with space for future fifth elevator to provide service to each level between the Arena Floor Level and the Suite Level. Two (2) of these elevators and space for the future elevator are located to serve the parking ramps as well as the arena. Two (2) of these passenger elevators provide service from the Event Floor Main Lobby to Upper Concourse and are located to serve the Aud Club, restaurant, office, and food court areas. A total of two (2) passenger elevators will serve the Upper Concourse. Two (2) elevators serve the V.I.P. Lobby.

2) Car platform dimensions will be 7'-0" wide x 7'-8" deep, for disabled.

3) Load capacities will be 4,500 pound for each elevator at the V.I.P. Lobby with a speed of 350 FPM.

2. Service Elevators

a. Provide two service elevators to accommodate small forklifts, first-aid stretchers, the press and their equipment, security, concession and novelty supplies, mechanical and small equipment.

1) Freight Elevator: Locate adjacent to the loading dock area. Provide access to each level between the Arena Event Floor and the Press Level. Minimum 10,000 lb. capacity, car size approximately 8' x 12'. Allow for 8' high x 6' wide passenger doors for Press use. Speed 200 FPM.

2) Food Service Elevator: Locate to be utilized by restaurant operators as well as concession operators. Provide access to all floors from Event Floor Lobby to Mechanical Level. Provide 6,000 lb. capacity - car size approximately 6' x 10', 200 FPM.

B. Escalators

1. Lower Concourse to Upper Concourse

a. Provide four (4) escalators, 48" wide, 90 FPM, to transport spectators from the Event Floor Lobby to the Main Concourse.

b. Provide two (2) escalators 48" wide, 90 FPM to transport spectators from Main Concourse to Upper Concourse.

c. Escalators shall be capable of being reversible to allow option of controlling traffic movement partially or fully, up or down, or even to inactive if it is desired to not use them after an event.

C. Stairs

1. Exit stairs will provide access to and egress from all levels of the arena.

a. Primary exit stairs for the building shall be provided in each quadrant of the building.

b. The Suite and Club Levels will require limited access control from stairs serving the general spectator areas to minimize general spectator access to preferred patron areas. Control may be maintained by either the building security system or arena personnel.

c. Provide grand stairs in the Entrance Lobby to circulate to the Main Concourse.

d. Provide stair between Club and Suite Levels adjacent to the V.I.P. lobby.

e. All major stairs will be utilized in the event of emergency evacuation.

f. Exit stair doors will be secured at the Entrance Level to prevent unauthorized access.

g. A private stair will be provided between the Director's Room and Offices.

h. Provide additional required exiting from the Office Level within the Tower Stair.

3. Entrance Lobbies

A. Main Lobby

Provide a main entrance lobby to the arena with direct access to the main concourse for the general public. The lobby will be designed to provide access from the surface parking areas, parking ramps, light rail platform, and will provide a focal point visible from Washington Street. The lobby will be capable of remaining open year round during non-event times, and will serve as a major enclosed circulation route from the parking areas to the Harbor front development. The lobby will provide access to retail shops, restaurants,

box office, Aud Cub, and Food Court at non-event times. The lobby shall provide standing space for a minimum of 10% of a capacity crowd of 19,200 during the peak time before an event, ticket lobby queuing space, and ticket taking queuing space behind turnstiles.

In addition, the entrance lobby will serve as a self-contained retail pavilion bringing vitality and revenue to the project. One end of this multi-story lobby is anchored by the Team Store with Food Court above, and the opposite end is anchored by the Box Office with seating and portable concessions above. The central space includes two grand stairs and escalators carrying people to all levels of the building. Several overlooks and open areas from upper levels add excitement. The entire space is roofed with a series of exposed steel trusses to unify the variety of activities. Open areas are provided for portable concessions and novelty carts.

1. Main Lobby 25,000 sq. ft.

B. Turnstiles/Control Zone

Portable, reversible registering turnstiles and space for ticket takers will be provided at the minimum rate of one (1) for each 1,000 seats. Turnstiles will be located inside the arena and will include railings for crowd control. The intent is to provide a "free zone" allowing circulation from all entry points through the lobby, with ticket taking at the Event Floor Lobby Level prior to accessing the stairs or escalator. Other anticipated turnstile control points are Event Floor Elevator Lobby, Event Floor Vomitory, and possibly garage connector before reaching the elevators. Turnstiles will be wired back to Box Office.

1. Turnstile Storage 500 sq. ft.

C. Press / Employee (Air Lock Vestibule) Entrance

Provide a main entrance on the Event Floor supervised by the central Control office. All visitors, part-time employees, and press can enter into an air lock vestibule, establish credentials through a pass through to Control if necessary, and be buzzed into the Marshaling area.

Locate the press entrance in the building with the employee entrance. All press members will be checked by security before entering the building. The press entrance will be located in near proximity to the press room and elevators serving the press halo.

1. Air Lock Vestibule 200 sq. ft.

D. Parking Ramp / Arena Vestibules

Both north and south parking ramps will allow direct enclosed access to the Arena at varying levels. Levels One at the mid-point of the arena and garages provide direct access exterior covered walkway access at the Event Floor Level. Provide enclosed access from the Club Level V.I.P. connector to the Parking Garage. Disabled parking will occur only on direct access Garage Levels. The north parking ramp will also provide direct access at the Main Concourse level near the Main Lobby by way of an enclosed bridge. Club and Suite levels will be accessed by stair to the bridge at this end.

1. Garage connectors: 1 @ 800 sq. ft. 800 sq. ft.
2. North Garage/Main Lobby connectors
   1 @ 2,800 sq. ft.: 2,800 sq. ft.

E. V.I.P. Entrance Lobbies

Locate a V.I.P. Entrance Lobby at the Club Level adjacent to the direct access points from the Parking Garages mid-point. The V.I.P. Entrance Lobby will be adjacent to vertical transportation at the central garage access point to all remaining levels.

A concierge will be present at these locations to assist with ticket holding, control, and customer service. Provide attractive work stations for the concierges.

F. Hall of Fame (shell space - not in base building)

Provide an area adjacent to Main Lobby and in close proximity to Team Store to allow for displays highlighting sports history and memorabilia.

1. Hall of Fame 2,000 sq. ft.

FFE Items:
- Turnstiles, ropes, stools, concierge furniture, V.I.P. lobby furnishings, lockers, etc.
- Hall of Fame displays/display cases.

4. Public Toilets

A. Toilet rooms for men and women will be conveniently distributed along each public concourse based on estimated seating capacity of that level. The ratio of spectators to fixtures will be based on a 60% male and 50% female attendance (110%) based upon arena's largest seating capacity. Fixtures will be provided based on the following approximations. All toilet rooms will have wheelchair accessible facilities. Toilet rooms will be designed to provide maximum interior queuing space to avoid line formation on the concourse. Provide two (2) entry/exits where possible.

1.	Lavatories	1 per 3 men's fixture 1 per 2 women's fixture
2.	Water Closets	1 per 230 men 1 per 75 women
3.	Urinals	1 per 100 men

B. Public toilets will be provided in the entrance lobby area located to be open during non-event times forward of the turnstile/secured entry into the arena. Additional toilets should be provided to accommodate the retail functions, and overflow lobby crowd.

1.	Event Floor Toilets:	Women - 800 s.f.	Men - 750 s.f.
2.	Main Concourse Toilets:	Women - 5,000 s.f.	Men - 4,000 s.f.
3.	Premium Club Toilets:	Women - 2,000 s.f.	Men - 2,000 s.f.
4.	Not Used		
5.	Upper Concourse Toilets:	Women - 4,000 s.f.	Men - 3,600 s.f.

C. Mirrors, soap dispensers, diaper changing shelf, paper towel, dispensers and toilet compartments will be provided in all public toilets. Purse holders in women's toilet compartments will also be provided. Wheelchair facilities will be provided in all locations. Unisex toilets will be provided where appropriate. Please verify whether we will provide these. All toilet rooms will be equipped with hot and cold water, ventilation, general lighting and exhaust.

D. Provide unisex restrooms on Main and Upper Concourse Levels.
   1. Unisex Restrooms: 2 @ 100 s.f. = 200 s.f.

Comment: • Unisex restrooms provide space for people of opposite sex requiring assistance (i.e., disabled/attendant, parent/child, etc.). Provide one per main concourse club, and upper concourse levels.

5. Arena Box Office

A. Provisions shall be made to accommodate 14-16 windows. Ticket window locations will include 2 to 4 exterior windows, 2 to 4 advance sale ticket windows located accessible from the arena, with the remainder of the ticket windows being along a ticket lobby located off the entry lobby. Approximately 4 of the remaining ticket windows will be utilized for will-call. Que railings for crowd control will be provided where appropriate. Exterior ticket windows shall be located convenient to short term parking. Ticket windows will be provided with bulletproof glass.

B. Space requirements include:

1. 14 to 16 Windows. Allow 2'-0" for each Ticket Window and minimum 3'-0" between each window (5'-0" module). Provide a 4'-0" wide aisle behind each seller with a minimum 1'-6" counter on the back wall. The front counter will be designed to accommodate a computer at each ticket window.	720 sq. ft.
2. Provide (2) Automatic Teller Machines in a separate lobby space or near the Primary Ticket Sales Windows.	80 sq. ft.
3. Provide a large Ticket Lobby located out of the Spectator Circulation Areas to allow queuing at windows without interfering with circulation. Allow 10 to 12 spectators queuing at each window.	1,000 sq. ft
4. Provide Toilets within the Arena Box Office or locate Toilet Facilities within close proximity to the Box Office.	160 sq. ft.
5. One (1) closed office @ 150 sq. ft.	150 sq. ft.
6. One (1) settlement room @ 150 sq. ft.	150 sq. ft.
7. Eight (8) open offices @ 100 sq. ft. each.	800 sq. ft.
8. Secured storage	225 sq. ft.
9. Locate the safe in the Box Office Area. The safe shall be visible to all employees but not the public. The safe shall have a capacity of approximately 30 cubic feet.	200 sq. ft.
10. Provide area for receptionist and waiting to accommodate 2-3 people.	200 sq. ft.
11. Computer room.	100 sq. ft.
Subtotal	3,785 sq. ft

The computer room will contain a terminal and a printer for both the accounting and the Ticketmaster computer systems.

Comment:
- Should disabled access be provided at separate window or lower front portion of box office counter? Discuss how armored car pick up will be handled from Box Office.
- Will ATM locations be required on other levels? Please specify.

FFE Items: Furnishings, telephone system, safe, bank pedestals, and computer equipment.

6. Group Sales / Telemarketing

A. Provisions for a group sales/telemarketing area will be made. Group sales/telemarketing shall be accessible from the lobby and will be located adjacent to the box office area.

B. Space requirements include:

1. Two (2) Managers Office @ 150 sq. ft. each.	300 sq. ft.
2. Ten (10) open offices @ 100 sq. ft. each.	1,000 sq. ft.
Subtotal	1,300 sq. ft.

7. First Aid

Combine with Spectator Assistance on Main and Upper Concourses. Provide access to Unisex Restroom nearby. More serious injuries would be taken to the Event Floor First Aid, which is more extensively equipped with area for three cots with privacy curtains, one EMT, two nurses, disabled access toilet, lavatory, and lockable built-in storage. Event First Aid is located near the dock area, providing immediate access to the ambulance, should need arise. Locate near an elevator with stretcher capacity. Locate adjacent to Security Office to facilitate necessary interaction between security staff, ambulance, and First Aid. Access to ambulance parking through non-public areas will be provided. (1000 sq. ft.).

1.	Not Used	
2.	Event First Aid =	500 sq. ft.

Elevators will be equipped with emergency override for transfer from Upper Levels. Provide storage area for stretcher.

Comment:
- Ambulance or Paramedic van to park in the Marshaling area.
- Identify special medical equipment (such as defibrillator or oxygen) requiring extra storage space.

FFE Items:
- Furnishings, telephone, cubicle curtains, medical equipment, bulletin board, etc.

8. Spectator Assistance

Provide an area on both concourses consisting of an open counter and storage area to allow for distribution of disabled assistance, literature, and information. Locate in highly visible main circulation path. May combine with First Aid.

1. Spectator Assistance Counter, two (2) @ 250 sq. ft500 sq. ft.

FFE Items: Wheelchairs, chairs, literature display racks, tackable surface, telephone, stroller, binoculars, etc.

9. Graphics

Provisions will be included for graphics (directional and informational) for the entire arena. Signage will be provided as follows:

A. Exterior identification of arena entrances, including ticket booths, turnstiles, parking and special entrances.

B. Signage within the arena to indicate concourses, seating sections, aisles, rows and seat numbers.

C. Identification of toilet rooms, first aid, and other public facilities.

D. Concession, merchandise and specialty signage will be supplied by concessionaire but must be coordinated with the overall design.

10. Public Telephone

Space for public telephones will be conveniently distributed along each public concourse, at the entrance lobby, and at the exterior of the building. Telephones to be provided by public telephone company. Allow space for approximately 16 per public level and TTD for the hearing impaired.

11. Drinking Fountains

Non-refrigerated drinking fountains will be conveniently distributed along each public concourse. Refrigerated drinking fountains will be provided for the team locker rooms, press and administration areas.

12. Coat Check

A cloak room or rooms will be provided on the club level for the use of the Club Seating patrons. The cloak rooms will be approximately 750 sq. ft. total. Additional space will be provided within the Aud Club for Aud Club patrons (see Area Five). Provide built-in rod and shelf system to check belongings.

Comment: Open counter for grille? Cubicle storage for hats, parcels, etc.?

13. Tower Crow's Nest

Provide a vertical element on the southeast corner of the site to serve as a harbor landmark and visual communication display. The tower should be highly visible at night and possibly include a lookout platform.

AREA FOUR - ADMINISTRATIVE OFFICES

(Shell Space - Current program will be provided to architect designing the space by Owner.)

1. Facility Management

A. Locate convenient to Marshaling and Security Entrance. The following spaces are required:

1.	Operations Manager's Office.	120 sq. ft.
2.	Assistant Operations Manager.	120 sq. ft.
3.	Open Office.	400 sq. ft.
	a. Two (2) Clerical Stations	
	b. One (1) Open Office for future staff.	
	c. Waiting Area for 2-3 people adjacent to clerical stations.	
4.	Guest Service Office.	150 sq. ft.
	Total:	790 sq. ft.

2. Administrative Offices

Administrative office space shall be provided for the Sabres. Office space shall be located to allow access to the Locker room area, parking, and provide views. Structural shall be designed to allow for the addition of a future office floor should expansion be necessary. Administrative office space will be allocated per the following:

A. Executive offices

1.	Eight executive offices @ 260 sq. ft. each.	2,080 sq. ft.
2.	Eight enclosed executive secretary offices @ 100 sq. ft. each.	800 sq. ft.
3.	Relocate to "Area One: Spectator Facilities", on Premium Club Level.	
4.	Conference room with capacity of 25.	600 sq. ft.
	Subtotal	3,480 sq. ft.

B. Sabres Offices

1.	Director of Operations.	250 sq. ft.
2.	Five (5) offices at 150 sq. ft. each. Asst. General Manager Director of Scouting Farm Club Director Expansion (2)	750 sq. ft.
3.	Open office with three (3) workstations @ 100 sq. ft. each.	300 sq. ft.
	Secretaries (2)	200 sq. ft.
	Computer Scouting	100 sq. ft.
	Subtotal	1,600 sq. ft.

C. Sales/Public Relations/Promotions/Amateur Hockey

1. Six (6) offices at 150 sq. ft.	900 sq. ft.
2. Thirteen (13) work stations at 100 sq. ft. each.	1,300 sq. ft.
3. Client Meeting/Conference Room	250 sq. ft.
Subtotal	2,450 sq. ft.

D. Accounting/Computer

1. Comptroller - One (1) office at 250 sq. ft.	250 sq. ft.
2. Account Managers - Four (4) at 150 sq. ft.	600 sq. ft.
3. Open Offices - Eight (8) at 100 sq. ft.	800 sq. ft.
4. Secretary - One (1) at 120 sq. ft.	120 sq. ft.
5. Computer Room - One (1) at 150 sq. ft.	150 sq. ft.
6. Document Storage (Long term) - One at 500 sq. ft.	500 sq. ft.
7. Files - 30 lineal feet of wall.	
8. Accounting Safe	
9. Conference Room - One (1) at 120 sq. ft.	120 sq. ft.
10. Night Depository	50 sq. ft.
Subtotal	2,590 sq. ft.

E. Soccer Offices

1. One (1) office at 180 sq. ft.	180 sq. ft.
General Manager	
2. Three (3) offices at 120 sq. ft. each	360 sq. ft.
3. Eight (8) workstations at 100 sq. ft. each	800 sq. ft.
Subtotal	1,340 sq. ft.

F. Future Basketball Offices (Deleted)

G. Food Service Sales Executive Offices. Move to Event Floor General Offices near Commissary.

1. General Manager	275 sq. ft.
2. Sr. Assistant	175 sq. ft.

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3.	Administrative Space for four (4)	500 sq. ft.
4.	Conference Room	450 sq. ft.
5.	Three (3) Offices @ 120 sq. ft.	360 sq. ft.
6.	Secretary	100 sq. ft.
	Subtotal	1,860 sq. ft.
	TOTAL OF SPACES	**13,320 sq. ft.**
7.	Circulation	2,000 sq. ft.
	TOTAL	**15,320 sq. ft.**

FFE Items: Office furnishings, landscape, telephone system, equipment.

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AREA FIVE - FOOD SERVICE AND MERCHANDISING

1. Concession Stands

A. Concession stands will be conveniently distributed along each public concourse. Space for approximately seven linear feet of serving counter will be provided for each 300 spectators served. HVAC, plumbing and electrical service will be roughed-in to each space to the Food Service Consultants drawings. Counters will be 36" high.

B. Provide a storage/preparation room behind or adjacent to each concession stand.

1. Not Used

2. Provide eight (8) concession stands on the Main Concourse
@ 750 sq. ft. min. = 120 l.f., 5,000 sq. ft.
(See "6. Food Courts" for additional concessions this level).

3. Premium Club: Provide one large pantry with exhaust capability at the east end of the Club Level. This pantry will have a concession stand/wait service station, and will accommodate food and beverage service for the entire Club Level.

Grille Pantry/Liquor Storage	1,500 sq. ft.
Grille/Liquor Service	260 sq. ft.

4. Upper Concourse: Provide six/eight (6/8) permanent concession stands @ 400 sq. ft. minimum. Share storage/preparation space where practical. = 1,200 sq. ft., 64 l.f.
(See "Food Courts" for additional concessions).

C. Not used.

D. The following items are not included and will be provided by the food service operator: (Verify - see comment).

1. Loose and fixed equipment such as cookers, warmers, beverage storage, freezers, coolers, plumbing fixtures, and the hook-up of equipment.
2. Final Exhaust system connections as required.
3. Booster water heating equipment.
4. Other equipment required to provide a workable operation.
5. Beverage distribution system.

Comment:
- We are currently showing concession spaces as part of the base building: Counters, walls, ceilings, grilles, and finishes.
- Assume built-in casework condiment counters will be provided in the vicinity of each stand.
Soda will be distributed from each individual stand, not central Co-2.

FFE Items:
- Verify whether all concession equipment will be provided by future operator to Food Service Consultant's specifications, or purchased by the Owner.
- Portable concessions.

2. Novelty Stands

A space for permanent novelty stands will be provided at appropriate locations throughout the arena. Provide approximately 1,500 sq. ft. of Novelty Storage on the Main Concourse in addition to limited storage provided at each stand. Provision will be made to accommodate up to eight (8) additional portable specialty novelty stands throughout the concourses, arena floor, and entry areas.

1. In order to encourage use of the Team Store in the Main Lobby, a permanent novelty stand is not shown. Portable stands will be used, and are easily restocked from the central novelty storage space, and will be located near the grand stair/escalator area.

2. Provide one (1) permanent novelty stands on the Main Concourse with adjacent storage.

   One (1) @ 600 sq. ft. = 600 sq. ft

   Provide storage across Main Concourse for Novelty.

   One (1) @ 600 sq. ft. = 600 sq. ft.

3. Provide an enclosed Supplementary Team Store Space or Arcade on the Main Concourse

   Recreation = 1,000 sq. ft.

4. Provide portable novelty stands on the Premium Club Level if desired; locate near the escalator landing or bridge elevator lobby.

5. Provide one (1) permanent novelty stand on the Upper Concourse near the main escalators.

   One (1) at 450 sq. ft. = 450 sq. ft.

6. Provide additional portable stands.

   Comment: FFE items - portable novelty stands.

3. Private Restaurants/Lounge

A. New Aud Club and Lounge (Aud Club/Lounge not in basic building - shell space, Aud Club Kitchen in contract).

   1. The Aud Club shall have a seating capacity of 1,000 patrons and a lounge capacity of 125 patrons. (Approximately 16,000 sq. ft. total). 800 people are to be accommodated on the lower level, and 200 people are to be accommodated on the mezzanine. Direct access to the Arena shall be provided, as well as direct access from the exterior for use by non-event related activities.

   2. The Lounge consists of a built-in bar (150 s.f. included in above s.f.) that can be viewed from the dining area with big screen TV, monitors, popcorn wagon (not in basic building - shell space), and a carving station for sandwiches.

   3. Provide kitchen space of approximately 4,000 sq. ft. to service the Aud Club and cater the Directors room, and cater events outside the Arena. (Includes office space).

4. Provide a Warming Pantry of approximately 1,000 sq. ft. on the Club Level to serve the Aud Club Mezzanine, Director's Suite, Family, Alumni and open Lounge Area at the west end of the Club Level.

5. Club Lounge / Crossroads Club

   Provide a large open area with a view of the ice to serve as a lounge for Premium Seat /Suite Holders, and serve as a Pre-Function space for the Aud Club Mezzanine, Director's Room. Family, Alumni, and Party Suite areas. The Lounge is approximately 5,700 sq. ft.

6. Provide 1,000 to 1,500 sq. ft. of storage space in proximity to the Aud Club for storage of banquet equipment, etc.

7. Provide 500 sq. ft. of office space within the Aud Club kitchen.

8. Provide a mezzanine level. (Stair is provided within the Tower).

9. Provide restrooms and coat check to serve the Aud Club patrons.

Mens/Womens Restrooms: 2 @ 400 sf =	800 sq. ft.
Coat Check: for 700 coats	450 sq. ft.

10. Not Used.

11. Pantries: Provide two (2) pantries located on the suite level for food service to the suites. Provide exhaust to allow cooking in pantry at east end. Provide pantry for cold food storage/preparation.

(2) suite pantries @ 1,000 sq. ft. =	2,000 sq. ft.

12. Provide a room for Ice and Beverage storage to service the Suites: 800 sq. ft.

13. Pavilion Retail (shell space) 21,200 sq. ft.

    Provide an open area with glass frontage to the Harbor and adjacent to the Main Lobby to be developed into a marketplace open during non-event times that will include a combination of retail kiosks, concession stands, bar and dining areas. Functions and support to be included in this area are as follows:

    a. Team Store 5,000 sq. ft.

    b. Hall of Fame (provide an area to display sports history memorabilia) 2,000 sq. ft.

    Additional support areas for Retail Space:

    a. Public Restrooms 800 sq. ft.

    b. Coat check facilities 350 sq. ft.

    c. Dining prep and Storage areas 1,500 sq. ft.

4. **Commissary**

A. Provide space for a commissary (12,000 SF) to store dry and cold storage. Light food preparation areas. Locate adjacent to the loading dock and freight elevator and food service elevator. Provide fork lift access. Double height storage is planned.

The following items are not included and will be provided by the food service operator: (Verify)

1. Loose and fixed equipment such as cookers, warmers, beverage storage, freezers, coolers, plumbing fixtures, and the hook-up of equipment.
2. Final Exhaust system connections as required.
3. Booster water heating equipment.
4. Other equipment required to provide a workable operation.
5. Beverage distribution system. (See Beer Rooms)

The following spaces are considered part of the 12,500 sq. ft. space requirement, although they may be located outside the main commissary area:

1. Cash Balance Room — 550 sq. ft.

   Provide room to count cash receipts from Concession/Restaurants. Include Safe. Room should not open directly to corridor (access through Cash Control room).

2. Cash Control — 350 sq. ft.

   Locate room adjacent to Cash Balance. Receipts are brought here prior to counting, so waiting space with benches is helpful. Many part-time employees are paid through a pass-through window from this room as they exit the building.

3. Employee Training — 300 sq. ft.

   Provide space for a mock-up concession stand to train new employees.

4. General Offices: — 2,200 sq. ft.
   Includes General Manager. 3 Asst. Offices. Toilet, Conference, Kitchenette, Open Office, and Storage

5. Not used.

6. Receiving Office — 150 sq. ft.

7. Employee Check-In/Security — 500 sq. ft.

8. General Commissary (Beer space subtracted) — 8,475 sq. ft.

   Total: — 11,325 sq. ft.

5. **Bar (Shell Space)**

A. Main Concourse Bar

1. Provide space for an open bar area overlooking the Pavilion at a central location between the two stairs to be developed by a future tenant.

6. **Vendor's Commissaries**

A. Vendors' commissaries (shell spaces) for food handling and storage will be appropriately located on each public concourse. Each commissary will be designed to provide service based on a maximum of one vendor per 200 spectators and a minimum of 30 SF per vendor. Provide two (2) vendor depots at approximately 700 sq. ft. on the Main Concourse, (1,400 sq. ft.). Two (2) vendor depots @ 700 sq. ft. are located on the Upper Concourse. The club level vendors will operate out of the Pantry/Liquor service rooms (see Premium Club Level section).

B. Vendors' commissaries will consist of four (4) walls. HVAC, plumbing and electrical service will be roughed-in to each space.

C. The following items are not included and will be provided by the food service operator: (Verify)

1. Loose and fixed equipment such as cookers, warmers, beverage storage, freezers, coolers, plumbing fixtures, and the hook-up of equipment.
2. Final Exhaust system connections as required.
3. Booster water heating equipment.
4. Other equipment required to provide a workable operation.
5. Beverage distribution system.

7. **Food Courts**

A. Six (6) Food Courts will be provided, three (3) on the Main Concourse and three (3) on the Upper Concourse.

B. Food courts will consist of 3 - 6 specialties stands. All stands shall be visible from a center dining area.

C. Specialty stands shall share a common food preparation kitchen, and some will have the capability to exhaust for specialty cooking.

D. The Main Concourse Food Court seating area will be visible from the harbor elevation, and inviting to the general public. Provide exterior stair access, deck, and interior elevator access during non-event times. This Food Court will incorporate upscale finishes and counter design to facilitate its use as a pre-function space for Aud Club banquets.

1. Provide three (3) Main Concourse Food Court space 180 l.f — 14,800 sq. ft.
2. Provide three (3) Upper Concourse Food Court spaces 160 l.f. — 7,200 sq. ft.

Comment:
- Upper Concourse specialty concession stands may not be limited to Food Court areas. Goal is approximately 250 l.f. of concession stand incorporating specialty items evenly distributed to the population.
- Provide video monitors throughout food court space.

FFE Items: Furniture, interior landscape items (trash, tray storage, planters, etc.)

8. **Food Service Employee Facilities**

A. Concession Worker Lockers/Toilets

Provide space for approximately 400 food service employees (wait help, concession help, vendors, etc.). Provide half-height metal lockers (50% male, 50% female). 90% of these employees are part-time.

1. Provide space for approximately 575 food service workers.
2. See "Area 6 Support 3. Employee Facilities"

B. Concession Uniform

Provide space for a uniform distribution/collection room for concession employees approximately 350 sq. ft. Locate adjacent to concession employee locker rooms. Concession uniforms will be sent to an outside laundry.

Comment:
- Assume this will also serve as uniform distribution for other employees.
- Allow space for uniform repair, and items to be checked that require security.
- Utilize half-height doors or open counter with counter shutter.

C. Laundry/Uniform Maintenance (Deleted - concession workers uniforms are sent out)

D. Employee Time In/Security (500 sq. ft.). Provide space for food service employee check in prior to entering the locker area.

FFE Items: Lockers, uniform room equipment, safe, furnishings.

9. **Advertising**

The Owner wishes to pursue advertising opportunities developed and integrated within the building design. Possible locations include, but are not limited to the following:

A. Main Lobby
1. Video wall.
2. Recessed internally lit photographic displays (duratrans).
3. Recessed advertising signage panels.
4. Stats wall.
5. LED Reader Board.

B. Bowl: Please verify whether the recessed advertising panels shown on the Schematic Design Documents (5 - A822) will be carried into Design Development.
1. Recessed signage in upper deck fascia.
2. Recessed signage in suite fascia.
3. Dasher board signage.
4. On-ice signage
5. Player benches/penalty boxes.
6. Zamboni.
7. Scoreboard.

C. Concourses
1. Illuminated photographic displays (duratrans).
2. Concession dasher boards.

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3. Hockey shot/basketball shot
4. Food Court dioramas and space frame displays.

D. Building Exterior
   1. Aud Club (name recognition sign).
   2. Moveable message board.
   3. Opportunities visible from exterior at Main Lobby on Lobby and Main Concourse levels for large scoreboard/advertising display.

   Further input from the Owner is necessary to begin developing the advertising program.

E. Food Courts
   1. Bands on signage and monitor bases.
   2. Banners
   3. Duratran displays.

10. Bars

A. Main Concourse Sports Bar

   Provide a service bar that can be secured from Main Concourse access. Secure by o.h. grille. Seating for bar to overlook the Pavilion.

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AREA SIX - SUPPORT

1. Mechanical/Electrical/Communications

A. Provide approximately 30,000 sq. ft. for mechanical equipment rooms. (Provide approximately 10,000 sq. ft. on the Event Floor and 20,000 sq. ft. on the Upper Mechanical Level).

B. Provide one (1) mechanical shaft in each building quadrant for five (5) levels. Provide additional shafts at Press Level and to accommodate the Office/Aud Club ductwork.

Mechanical Chase at Press =	100 sq. ft.
5 levels x 4 shafts @ 400 sq. ft. =	10,000 sq. ft.
4 levels x 100 sq. ft. =	400 sq. ft.

C. Provide One (1) Electrical and Telephone Closets in each building quadrant for five (5) levels.

One (1) Electrical Closet @ 200 s.f. x 4 quadrants x 5 levels =	4,000 sq. ft.
One (1) Telephone Closet @ 60 s.f. x 4 quadrants x 5 levels =	1,200 sq. ft.
Add Electrical and Telephone Closets at Press Level =	150 sq. ft.

D. Provide one (1) Housekeeping/Janitors' Closet per quadrant on each level. Each closet should contain a hose bibb, map rack, janitors' sink, and shelves for supplies. Provide General Building storage on all floors to stock bulk supplies for restrooms.

Janitors' Closets:	
Event - Upper Concourse, Press =	3,300 sq. ft.

E. Provide a Trash Room on each upper floor. This room provides access to the chute, a large floor sink to rinse out housekeeping tubs, and recyclable storage bin. Locate adjacent to freight elevator lobby to facilitate disposal of recyclable materials. Compactor will be located outdoors with trash chute passing through the building wall into the compactor. Provide convenient access from Freight elevator to Trash Room and Compactor for trash disposal at the Event Floor Level.

Trash Rooms: 5 @ 100 sq. ft. =	500 sq. ft.
Event Floor Recyclable Trash Room =	500 sq. ft.

F. Provide one (1) Main Electrical Room = 1,050 sq. ft.

G. Provide Collector Bus Room = 336 sq. ft., min. 10' clear

H. Telephone Switchgear = 450 sq. ft., 12' clear

I. Dock Utility Room (See "Loading Docks" Area Six "Support")

J. Combine Show Electric/Show Lighting = 180 sq. ft.

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K. Elevator Machine Rooms (2 @ Event Floor, remainder overhead) = 980 sq. ft.

L. Audio Rack Room (See Press)

Subtotal 43,256 sq. ft.

2. Ice Facilities

A. The following facilities will be provided:
1. Not used.
2. Not used.
3. Provide space for the ice pit adjacent to the ice surface at the stage end of rink. Size the ice pit to hold all the ice at one time (approximately 3,000 CF). Hot water or steam system is needed to speed the melting process.
4. Bull gang lockers can be located in the Zamboni/ice equipment area. Small storage area for paint and equipment used for marking the ice. (Bull Gang: 1 @ 200 sq. ft.)
5. Secured Zamboni parking (two spaces) with ice melting pit. Provide hot water sprays at pit. Provide 190 gallons of hot water (160 deg.) to Zamboni. Provide wire mesh enclosure for security.

Comment: • Cooling Tower locations: Proposed at grade outside event floor mechanical rooms.

3. Employee Facilities

Locate the following employee lockers within general employee locker room. Share toilet facilities. No showers.

Provide 1,800 sq. ft. Men's Locker, 1,500 sq. ft. Women's Locker, and two (2) Toilet Rooms @ 250 sq. ft. (3,800 sq. ft. total).

A. Ushers and Ticket Takers: Provide half height metal lockers for approximately 150 ushers and for 26 ticket takers. Usher counts to be determined. Provide a closed office adjacent to the ushers locker rooms approximately 120 SF for the usher manager.

B. Event Security: Provide half height metal lockers for approximately 70 security personnel working the event. Provide 10 (15%) women's lockers and 60 (85%) men's lockers. Provide two (2) closed offices adjacent to the security locker rooms approximately 120 SF. One office will be used for the security manager, the other will be used for conferences.

C. Cleaners: Provide half height metal lockers for approximately 50 cleaners. Provide 6 women's lockers and 44 men's lockers.

D. Concession Employees: See "Area Five: Food Service/Merchandising.

E. Provide one (1) employee break room approximately 500 sq. ft. Provide pay telephones in break room.

F. Share Concession employees uniform distribution room - Verify.

G. Employee Toilet: Provide employee men and women's toilet room in the Marshaling Area.

Locate the following employees in areas apart from general employee locker room. Use marshaling toilets.

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A. Permanent Security: Provide half-height lockers for 10 full-time security personnel. Locate in the Marshaling area security office.

B. Event Stage Hands: Provide half-height lockers for thirty (30). These employees do not change clothes, but do need space store to store belongings. Lockers can be located in Marshaling if preferred.

C. Laborers: Provide half height metal lockers for approximately 10 laborers. Locate in Marshaling area.

D. Electricians: Provide full height metal lockers for approximately 6 electricians. Locate within electricians work space.

E. Bull Gang: Provide full height metal lockers for approximately 6 workers. Locate within space near Zamboni - may also contain ice equipment.

F. Provide a carpenter shop approximately 1,000 sq. ft. with a 10'-0" overhead door. Locate 10 full height metal lockers in the carpenter shop. Locate 2 full height metal lockers for painters in the carpenters shop.

G. Provide a stock room approximately 1,000 sq. ft. adjacent to the carpenter's shop with an 10'-0" overhead door.

H. Provide a machine room approximately 400 sq. ft. with an 10'-0" overhead door.

I. Event Crew: Provide 10 half-height lockers for non-uniformed employees working during the event. Lockers may be in Marshaling.

Employee Locker Summary:

Locate lockers within Employee Locker Room. VERIFY DISTRIBUTION OF LOCKERS WITHIN EMPLOYEE GROUPS WITH OWNER.

	Men	Women		
Ushers (150)	105	45		
Ticket Takers (26)	13	13		
Event Security (70)	60	10		
Cleaners (50)	44	6		
Concession (580)	222	358		
TOTAL LOCKERS	444	432	=	871

Notes:
- Provide Usher Manager Office.
- Provide One (1) Security Manager Office and Conference Room.

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Full-Time or Non-Uniformed Employees:

Locate lockers within work space or near Marshaling.

Permanent Security (10)	Security Office
Laborers (10)	Marshaling
Electricians (6)	Machine Room
Bull Gang (6)	Bull Gang
Carpenters (10)	Carpenter Shop
Painters (2)	Carpenter Shop
Event Crew (10)	Marshaling
Stage Hands (30)	Marshaling

(84) - Total

Employee Toilet Facility Summary:

Locker Room Facility.

Men:	2 urinals 2 water closets 2 lavatories	(250 sq. ft.)
Women:	4 water closets 2 lavatories	(250 sq. ft.)

Remaining employees may utilize Marshaling Toilets.

4. Control/Security Room

A. Provide one (1) twenty-four hour operated main control room approximately 500 sq. ft. Locate adjacent to the loading docks. This main control room should control the employee and press entrance, the loading docks, and the marshaling area as well as allow for visual surveillance of the surface parking lot. The building management system and fire control center will be monitored in the control room. A unisex toilet should be within the space as well as limited refreshments (coffee, undercounter refrigerator).

5. Security Office (Combine space with Control above)

A. Provide space adjacent to Control Room for full-time security personnel, lockers, and possibly holding space (see "Comments") share toilet with Control Room.

1. Building Security

Office =	400 sq. ft.
Cells (2 @ 60 sq. ft.) =	120 sq. ft.
Lockers =	30 sq. ft.
Total	550 sq. ft.

Comment:
- Additional coordination will be required with the security consultant.
- Sometimes Fire Department requires a Fire Command Center accessible from Main Lobby at grade as well as annunciator panel in Control room - Verify.

6. **Loading Docks**

   A. Provide five (5) covered loading docks with electric dock levelers at four (4) of the docks. Provide for 65' truck length. Provide floor drains, water supply and electrical power. Presently all docks are at 4'-0" height.

   B. Trash Dock:

      1. A recyclable dumpster will be permanently located near the Truck dock. Provide floor drains and water supply.
      2. Provide a separation and storage room for recyclable materials. (400 sq. ft.)
      3. A trash compactor will be permanently located at the loading dock area and will process all non-recyclable refuse. Provide minimum vertical clearance of 17'-0".
      4. Provide a trash chute from Upper Concourse, Suite, Club, and Main Concourse levels of the arena to the trash compactor.

   C. Provide truck access to the event floor. Provide area for four (4) trucks load/unload within the marshaling area for a floor event.

   D. Dock Utility Room: Four (4) of the truck docks will be conveniently located to power and cable hookups for use by television production trucks. Provide a room next to the dock area where TV trucks, RV's, busses, and semi's can have access through exterior panels to electrical service, TV truck disconnects, uplift panel, TV panel, and telephone panel. Provide good access from exterior dock area as well as the dock area.

7. **Storage**

   A. Approximately 5,800 sq. ft. unfinished space will be available for general storage or future expansion of other facilities. The following storage requirements shall be readily accessible to the stage/arena floor and marshaling areas, for storage of items including the following. Both high and low storage space will be provided.

      1. Hockey glass and supports.
      2. Hockey goals.
      3. Dasher storage.
      4. Subfloor to cover the ice.
      5. Basketball court and backstops.
      6. Chair carts: The chair carts can be stacked two high.
      7. Portable stage floor/removable platforms.
      8. Electric fork lift (with charging area).
      9. Carpet/Artificial Turf.
      10. Removable seating sections.
      11. Removable platforms.

8. **Ground Maintenance Storage Room**

   A. Provide approximately 500 sq. ft. to accommodate ground maintenance equipment. Consider providing exterior access.

9. **Marshaling Area**

A. Provide approximately 15,000 sq. ft. (Plans presently show 18,700 sq. ft.). Area will be provided to serve as a queuing area for events and temporary storage. Electrical panels will be located in marshaling area for concert use (see "Show Electric"). Men's/women's toilet facilities will be adjacent. Space will be designed for maximum flexibility, and will include striped parking spaces for Player and Coach parking on game nights. Home Team bus and event ambulance will park in the Marshaling area. Visiting team bus will park outside on the surface lot.

B. Marshaling/event set-up toilets adjacent to marshaling to be used by Facility Management offices, stage hands, support staff and set-up crews as well as Performers/Road Crews.

1. Men's Toilet Rooms (1 water closets, 1 urinals, 2 lavatories, 250 sq. ft.)

2. Women's Toilet Room (2 water closets, 2 lavatories, 175 sq. ft.)

10. **Microphone Room - 150 sq. ft.**

Provide a Microphone Room (150 sq. ft.) for built-in shelf storage of electronic devices utilized on the Event Floor. Provide direct access to floor.

11. **Overflow Area**

A. A general overflow surface parking lot area for a variety of uses should be provided near the loading dock area to accommodate visiting team buses, overflow playoff parking for media/press, and a holding area for animals (circus) between events.

Comment:
- Will fuel storage and paint rooms be required?
- Where is the preferred Employee Time Clock location?
- Mezzanine storage will be a possibility in some area of the Event Floor (above Building Operations, etc.) Should we pursue this?

FFE Items:
- Marshaling items include furnishings, fork lifts, ice paint mixer, Zambonis, all event equipment, time clocks, bulletin boars, removable seating, platforms, chairs, golf carts, etc.

EXHIBIT 1.6 DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. §12101, et seq.), and regulations promulgated thereunder

"BURA" means the Buffalo Urban Renewal Agency, a public benefit corporation created pursuant to Article 15-B of the General Municipal Law.

"City" means the City of Buffalo, New York.

"The Crossroads" means the Project and the Parking Structures.

"Excluded Areas" means the interior space of each of the following: Arena "Aud" Club, Main Floor Restaurant, Team Office Area, Retail Store, Premium Club Bar/Restaurant, Hall of Fame and Lower Concourse/Sports Bar (as indicated by room numbers __, __, __, __, __, __ and __ in the drawings dated _____). The Arena "Aud" Club Kitchen and Premium Club Kitchen (excluding food service equipment therein) shall NOT be an Excluded Area, but instead shall be part of the Project for the purposes of this Agreement.

"Excluded Area Consultant" means a person, firm or other organization retained by the Owner to perform certain work in or on any Excluded Area.

"Parking Structures" means the automobile parking facilities and structures servicing such facilities (such as ramps, elevators and stairs) to be designed by someone other than the Architect and constructed in connection with The Crossroads.

"Private Sector Participant" means each of the following:

Arena, Inc. (formerly known as Crossroads Arena Corp.)
Crossroads Arena LLC
Niagara Frontier Hockey, L.P.
Niagara Frontier Hockey Management Corporation
Cannon Design, Inc.
Buffalo Sabres Concessions LLC
Shawmut Bank, N.A.
Marine Midland Bank
Fleet Bank

Key Bank of New York

and any co-lenders, lending syndicate participants, employees, agents, successors or assigns of the above.

"Project" means the "Crossroads Arena", a public arena to be utilized for sporting, entertainment and other events, designed and as described in the Program, and shall include the areas incidental to, and surrounding the Arena, specifically including the surface parking sites; provided, however, the "Project" shall specifically exclude the Parking Structures and the Excluded Areas, except as set forth in Subsections 2.1.2, 2.1.3.1. and 2.1.3.2.

"Project Consultant" means a person, firm or other organization retained by the Owner or the Architect to perform certain work or services in or on the Project.

"Project Documents" means the Schematic Design Phase Documents, Design Phase Documents, Construction Phase Documents, and all modifications, addenda, and clarifications thereof or thereto, and all other drawings and design documents (including CADD files) prepared by the Architect for the Project, or that are prepared by a Project Consultant or Excluded Area Consultant that relate to or implement the Architect's design for the Project.

"Project Site" means the real property owned or beneficially controlled by the Owner for the construction of the Project, including the parcels of land bounded by Main, Perry, Illinois Streets and South Park Avenue, and by Perry, Mississippi, Columbia Streets and South Park Avenue, in Buffalo, New York.

"Public Sector Participant" means each of the following:

City of Buffalo
Buffalo Urban Renewal Agency
County of Erie
Erie County Industrial Development Agency
State of New York
New York State Urban Development Corporation

and any officers, employees, agents, successors or assigns of the above.

"Timed Egress-Exiting Analysis" means an analysis that determines the amount of time available to safely

evacuate based on the fire threat and then determines the actual time it will take to evacuate based on the layout and exits provided.

The methodology includes:

1. Determining the amount of time expected to be available to evacuate the building under fire safe conditions. Safe conditions would be defined by no toxic concentration of combustion products and acceptable temperatures. It is possible to calculate the available safe egress time based on ceiling height, volume of building, volume of smoke generated and exhausted, type of combustibles, etc.

2. Calculating the exiting time (timed exit analysis) based ont he exiting conditions, with the requirement to evacuate the building prior to unsafe conditions. The maximum calculated time to evacuate the building will be less that the amount of time available to evacuate under fire safe conditions.

3. Identifying areas in the system where queuing may occur. Queuing is defined as overloading at a point in the system requiring persons to significantly slow down or stop to wait for persons in front of them to proceed.

"Warranty Period" means the period of time following the date of Substantial Completion during which the Contractor is required to perform services relating to defective or non-conforming Work, as described in Subsection 7.2.3 of the General Conditions.

EXHIBIT 2.1.2

CONSULTANTS

Type	**Consultants**
Code and Life Safety	FP & C Consultants, Inc. Matthew Baudo
Graphics and Signage, Headlines Bar	Communications Arts
Theatrical/Lighting	Imero Fiorentino Associates
Acoustical/Sound Reinforcement	Acoustic Dimensions
Wind and Snow Studies	Rowan Williams Davies & Irwin
Structural Engineering	Ellerbe Becket Architects and Engineers, P.C.
Mechanical Engineering	Ellerbe Becket Architects and Engineers, P.C.
Electrical Engineering	Ellerbe Becket Architects and Engineers, P.C.
Civil Engineering	Nussbaumer & Clark
Interior Design:	
Suite Interior Design	Gensler & Associates Architects
Aud Club, Crossroads Club, Fine Dining, Party Suite Interior Design	Bergmann Associates o Espaciq o 1o Inc. Hamilton Houston Lownie Architect, P.C.
Interiors:	
Sabres Office	Buffalo Office Interiors
Directors' Suite	Gensler & Associates Architects

EXHIBIT 2.4.1

CONSTRUCTION PHASE DOCUMENTS

ISSUE #1

DOCUMENT 00003
PROJECT MANUAL TABLE OF CONTENTS

VOLUME I

-

INTRODUCTORY INFORMATION

00001	Project Manual Cover		
00002	Certification Page	Permit Set Only	
00003	Project Manual Table of Contents	Issued	07/29/94
00004	List of Drawings	Issued	07/29/94

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00210	Owner Provided Information	Issued	07/29/94

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01025	Application for Payment	Issued	07/29/94
01030	Alternates	Issued	07/29/94
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01036	Request For Information Form	Issued	07/29/94
01040	Coordination	Issued	07/29/94
01045	Cutting and Patching	Issued	07/29/94
01050	Field Engineering	Issued	07/29/94
01060	Regulatory Requirements	Issued	06/20/94
01065	Special Design Requirements	Issued	07/29/94
01095	Reference Standards and Definitions	Issued	07/29/94
01300	Submittals	Issued	07/29/94
01301	Submittal Transmittal Form	Issued	07/29/94
01311	Contractor Prepared Network Analysis	Issued	07/29/94
01400	Quality Control	Issued	07/29/94
01402	Structural Quality Control	Issued	07/29/94
01500	Construction Facilities and Temporary Controls	Issued	07/29/94
01511	Construction Electricity and Lighting	Issued	07/29/94
01600	Material and Equipment	Issued	07/29/94
01630	Product Options and Substitutions	Issued	07/29/94
01631	Substitution Request Form	Issued	07/29/94
01700	Contract Closeout	Issued	07/29/94

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02060	Site Preparation/Clearing/Demolition	Issued	07/29/94
02200	Earthwork	Issued	07/29/94
02270	Erosion/Sediment Control and Topsoil	Issued	07/29/94
02356	Pile Load Tests	Issued	07/29/94
02360	Driven Piles	Issued	07/29/94
02500	Paving, Surfacing, and Exterior Site Concrete	Future	
02700	Site Utilities	Future	
02720	Site Lighting	Future	
02832	Chain Link Fence	Future	
02870	Site and Street Furnishings	Future	
02910	Shrub and Tree Transplanting	Future	
02930	Lawns and Grasses	Future	

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03200	Concrete Reinforcement	Issued	07/29/94
03300	Cast-in-Place Concrete	Issued	07/29/94
03330	Architectural Concrete	Issued	07/29/94
03450	Architectural Precast Concrete	Issued	07/29/94
03480	Precast Concrete Specialties	Issued	07/29/94
03490	Precast Concrete Seating Units	Issued	07/29/94
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04212	Brick Unit Masonry	Issued	07/29/94
04220	Concrete Unit Masonry	Issued	07/29/94
04720	Cast Stone	Issued	07/29/94

DIVISION 5 - METALS

05030	Shop Preperation and Painting	Issued	07/29/94
05120	Structural Steel	Issued	07/29/94
05210	Steel Joists	Issued	07/29/94
05314	Steel Floor Deck	Issued	07/29/94
05316	Steel Roof Deck	Issued	07/29/94
05400	Cold Formed Metal Framing	Issued	07/29/94
05500	Metal Fabrications	Issued	07/29/94
05510	Metal Stairs	Issued	07/29/94
05722	Ornamental Glass Railing System	Issued	07/29/94
05810	Expansion Joint Cover Assemblies	Issued	07/29/94

DIVISION 6 - WOODS AND PLASTICS

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06400	Architectural Woodwork	Future	
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07119	Membrane Receptor Pan Waterproofing	Future	
07124	Hot Applied Modified Asphalt Waterproofing	Issued	07/29/94

07210	Building Insulation	Issued	07/29/94
07240	Exterior Insulation and Finish System	Issued	07/29/94
07256	Sprayed Fireproofing	Issued	07/29/94
07270	Firestopping	Issued	07/29/94
07410	Manufactured Wall Panels	Issued	07/29/94
07420	Prefinished Metal Siding	Issued	07/29/94
07421	Composite Metal Building Panels	Issued	07/29/94
07531	Ballasted Single-Ply Roofing	Issued	07/29/94
07532	Mechanically Attached Single-Ply Roofing	Issued	07/29/94
07534	Mechanically Attached PVC Roofing	Issued	07/29/94
07535	Ballasted Roofing System	Issued	07/29/94
07600	Flashing and Sheet Metal	Issued	07/29/94
07720	Roof Accessories	Issued	07/29/94
07900	Joint Sealers	Issued	07/29/94

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08120	Aluminum Doors and Frames	Issued	07/29/94
08211	Flush Wood Doors	Future	
08306	Access Panels	Future	
08313	Sliding Glass Doors	Issued	07/29/94
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08336	Overhead Coiling Counter Doors	Future	
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08810	Glass and Glazing	Issued	07/29/94
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10210	Metal Wall Louvers	Issued	07/29/94
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10430	Exterior Signage	Future	
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10520	Fire Protection Specialities	Future	
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14214	Electric Traction Service Elevators	Issued	07/29/94
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14310	Escalators	Issued	07/29/94

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15981	Control Systems Workstations and Peripherals	Future
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Wind Loading Study	Issued	07/29/94
Roof Snow Loading Assessment	Issued	07/29/94
Fire Protection Program	Issued	07/29/94

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ISSUE #1

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1.2	9/12/94	8 pages + Attachments
1.3	9/19/94	5 pages + Attachments

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C110	Sewer Relocation Plan & Details	Issued 3/18/94
C120	Storm Sewer Plan	Issued 3/18/94
C130	Sanitary Sewer Plan	Issued 3/18/94
C501	Paving and Sidewalk Details	Issued 3/18/94
C521	Storm Drainage Details	Issued 3/18/94
C531	Water and Sanitary Sewer Details	Issued 3/18/94
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A202	Main Concourse Arena/Garage	Issued 3/18/94
A203	Club Level Arena/Garage	Issued 3/18/94
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A205	Upper Concourse	Issued 3/18/94
A206	Upper Deck/Mechanical	Issued 3/18/94
A207	Press Issued	3/18/94
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A221	Event Floor Segment Plan A	Issued 3/18/94
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A312	Partial Transverse	Issued	3/18/94
A313	Partial Longitudinal	Issued	3/18/94

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A402	Wall Sections - Dock Area/V.I.P. Bridge	Issued	3/18/94
A403	Wall Sections - Arena/Pavilion -North Transverse	Issued	3/18/94
A404	Wall Sections - Arena/Pavilion - West	Issued	3/18/94
A405	Wall Sections - Service Elevator/Aud Club Fireplace	Issued	3/18/94
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A407	Wall Sections - Pavilion East to West	Issued	3/18/94

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A512	Typical Exterior Details (Pavilion)	Issued	3/18/94

A600 Series - Vertical Circulation and Vertical Transportation

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A602	Typical Stair Sections	Issued	3/18/94
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A904	Seat Counts (Lower Deck/Club)	Issued 3/18/94
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S771	Upper Deck/Press Level Sections and Details	Issued 3/18/94
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M103	Club Level - Fire Protection	Issued	3/18/94
M104	Suite Level - Fire Protection	Issued	3/18/94
M105	Upper Concourse - Fire Protection	Issued	3/18/94
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M107	Press Level/Upper Deck - Fire Protection	Issued	3/18/94
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EXHIBIT 2.4.1

CONSTRUCTION PHASE DOCUMENTS

ISSUE #2

DOCUMENT 00003
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00005	Drawing Key Notes	Revised	10/25/94
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List of Interested M/WBE Firms	pages 1 thru 29	10/12/94

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

General Conditions	pages 1 thru ___	
Project Conditions and Clarifications	pages 1 thru 17	10/25/94
Owner Controlled InsurancePlan (OCIP)	pages 1 thru 3	
Wrap-Up Supplemental Questionnaire form		
Subcontract Forms - CF 19A	pages 1 thru 10	1993
CF 19B	pages 1 thru 25	1993
Labor Rates	Revised	09/12/94

DIVISION 1 - GENERAL REQUIREMENTS

01020	Allowances	Future	
01021	Owner's Administrative Procedures	Issued	10/25/94
01025	Application for Payment	Revised	10/25/94
01028	Unit Prices	Revised	10/25/94
01030	Alternates	Revised	10/25/94
01035	Modification Procedures	Deleted	09/12/94
01036	Request For Information Form	Issued	08/22/94
01040	Coordination	Issued	08/22/94
01045	Cutting and Patching	Issued	08/22/94
01050	Field Engineering	Issued	08/22/94
01060	Regulatory Requirements	Issued	08/22/94
01065	Special Design Requirements	Issued	06/20/94
01095	Reference Standards and Definitions	Issued	08/22/94
01300	Submittals	Revised	10/25/94
01301	Submittal Transmittal Form	Issued	08/22/94

01311	Contractor Prepared Network Analysis	Issued	08/22/94
01400	Quality Control	Revised	10/25/94
01402	Structural Quality Control	Revised	10/25/94
01500	Construction Facilities and Temporary Controls	Issued	08/22/94
01511	Construction Electricity and Lighting	Issued	08/22/94
01600	Malerial and Equipment	Issued	08/22/94
01630	Product Options and Substitutions	Issued	08/22/94
01631	Substitution Request Form	Issued	08/22/94
01700	Contract Closeout	Issued	08/22/94

VOLUME II

DIVISION 2 - SITE WORK

02060	Site Preparation/Clearing/Demolition	Revised	10/25/94
02200	Earthwork	Revised	10/25/94
02270	Erosion/Sediment Control and Topsoil	Revised	10/25/94
02356	Pile Load Tests	Issued	08/22/94
02360	Driven Piles	Revised	10/25/94
02500	Paving, Surfacing, and Exterior Site Concrete	Future	
02700	Site Utilities	Issued	10/25/94
02720	Site Lighting	Future	
02832	Chain Link Fence	Future	
02870	Site and Street Furnishings	Future	
02910	Shrub and Tree Transplanting	Future	
02930	Lawns and Grasses	Future	

DIVISION 3 - CONCRETE

03100	Concrete Formwork	Issued	08/22/94
03200	Concrete Reinforcement	Issued	08/22/94
03300	Cast-in-Place Concrete	Revised	10/25/94
03330	Architectural Concrete	Issued	08/22/94
03450	Architectural Precast Concrete	Revised	10/25/94
03480	Precast Concrete Specialties	Revised	10/25/94
03490	Precast Concrete Seating Units	Revised	10/25/94
03600	Grout	Revised	10/25/94

DIVISION 4 - MASONRY

04212	Brick Unit Masonry	Revised	10/25/94
04220	Concrete Unit Masonry	Revised	10/25/94
04720	Cast Stone	Issued	08/22/94

DIVISION 5 - METALS

05030	Shop Preperation and Painting	Issued	08/22/94
05120	Structural Steel	Issued	08/22/94
05160	Spaceframes	Issued	10/25/94
05210	Steel Joists	Revised	10/25/94
05314	Steel Floor Deck	Issued	08/22/94
05316	Steel Roof Deck	Revised	10/25/94
05400	Cold Formed Metal Framing	Revised	10/25/94
05500	Metal Fabrications	Revised	10/25/94
05510	Metal Stairs	Revised	10/25/94
05720	Ornamental Railings	Revised	10/25/94
05722	Ornamental Glass Railing System	Issued	08/22/94
05810	Expansion Joint Cover Assemblies	Issued	08/22/94

DIVISION 6 - WOODS AND PLASTICS

06100	Rough Carpentry	Revised	10/25/94
06400	Architectural Woodwork	Future	

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07116	Composite Sheet Membrane Waterproofing	Issued	08/22/94
07119	Membrane Receptor Pan Waterproofing	Issued	10/25/94

07124	Hot Applied Modified Asphalt Waterproofing	Revised	10/25/94
07210	Building Insulation	Revised	10/25/94
07240	Exterior Insulation and Finish System	Issued	08/22/94
07256	Sprayed Fireproofing	Revised	10/25/94
07270	Firestopping	Revised	10/25/94
07410	Manufactured Wall Panels	Revised	10/25/94
07420	Prefinished Metal Siding	Revised	10/25/94
07421	Composite Metal Building Panels	Revised	10/25/94
07531	Ballasted Single-Ply Roofing	Revised	10/25/94
07532	Mechanically Attached Single-Ply Roofing	Revised	10/25/94
07534	Mechanically Attached PVC Roofing	Revised	10/25/94
07535	Ballasted Roofing System	Revised	10/25/94
07600	Flashing and Sheet Metal	Revised	10/25/94
07720	Roof Accessories	Issued	08/22/94
07900	Joint Sealers	Issued	08/22/94

DIVISION 8 - DOORS AND WINDOWS

08110	Steel Doors and Frames	Issued	10/25/94
08120	Aluminum Doors and Frames	Revised	10/25/94
08211	Flush Wood Doors	Issued	10/25/94
08225	Fiberglass Doors and Frames	Issued	10/25/94
08306	Access Panels	Issued	10/25/94
08313	Sliding Glass Doors	Revised	10/25/94
08331	Insulated Overhead Coiling Doors	Revised	10/25/94
08332	Overhead Coiling Doors	Issued	10/25/94
08336	Overhead Coiling Counter Doors	Issued	10/25/94
08360	Sectional Overhead Doors	Issued	08/22/94
08410	Aluminum Entrances and Storefronts	Issued	10/25/94
08520	Aluminum Windows	Revised	10/25/94
08710	Finish Hardware	Issued	10/25/94
08810	Glass and Glazing	Revised	10/25/94
08920	Glazed Aluminum Curtain Walls	Revised	10/25/94
08925	Sloped Glazed Curtain Walls	Revised	10/25/94
08955	Skylight Systems	Revised	10/25/94

DIVISION 9 - FINISHES

09260	Gypsum Board Systems	Issued	10/25/94
09270	Gypsum Board Shaft Wall Systems	Issued	10/25/94
09280	Glass Fiber Reinforced Gypsum Fabrications	Issued	10/25/94
09310	Ceramic Tile	Future	
09510	Acoustical Ceilings	Issued	10/25/94
09520	Acoustical Wall Treatment	Issued	10/25/94
09650	Resilient Flooring	Future	
09680	Carpet	Future	
09780	Floor Treatment	Future	
09816	Decorative Polychromatic Particle Coating	Future	
09900	Painting	Future	
09950	Wall Coverings	Future	

DIVISION 10 - SPECIALITIES

10105	Markerboards	Future	
10155	Toilet Partitions	Issued	10/25/94
10194	Cubicle Track Assemblies	Future	
10210	Metal Wall Louvers	Issued	08/22/94
10260	Wall and Corner Guards	Issued	10/25/94
10350	Flagpoles	Revised	10/25/94
10410	Poster Case	Issued	08/22/94

10420	Plaques	Future	
10430	Exterior Signage	Future	
10440	Interior Signage	Future	
10456	Turnstiles	Future	
10500	Lockers	Future	
10520	Fire Protection Specialities	Issued	10/25/94
10530	Awnings	Revised	10/25/94
10536	Retractable Patio Awnings	Issued	08/22/94
10650	Operable Partitions	Issued	10/25/94
10670	Metal Shelving	Future	
10850	Building Accessories	Issued	10/25/94

DIVISION 11 - EQUIPMENT

11021	Vault Door	Future	
11026	Ticket Windows	Issued	08/22/94
11100	Sound Reinforcement	Future	
11132	Projection Screens	Future	
11160	Loading Dock Equipment	Issued	08/22/94
11172	Waste Compactors	Future	
11175	Trash Chutes	Future	
11450	Residential Equipment	Future	
11451	Television Monitor Brackets	Issued	10/25/94

DIVISION 12 - FURNISHINGS

12330	Plastic Laminate Casework	Future	
12500	Window Treatment	Future	
12600	Furnishings	Future	
12690	Floor Mats and Frames	Future	
12730	Fixed Seating	Future	
12765	Retractable Seating	Future	
12775	Portable Chairs	Future	

DIVISION 13 - SPECIAL CONSTRUCTION

13052	Saunas	Issued	10/25/94
13160	Ice Floor System	Issued	10/25/94
13170	Dasher Board System	Issued	10/25/94
13172	Spa	Issued	10/25/94

DIVISION 14 - CONVEYING SYSTEMS

14212	Electric Traction Passenger Elevators	Revised	10/25/94
14214	Electric Traction Service Elevators	Revised	10/25/94
14216	Electric Traction Freight Elevators	Revised	10/25/94
14310	Escalators	Revised	10/25/94

DIVISION 15 - MECHANICAL

15005	Mechanical Equipment Schedules	Issued	10/25/94
15010	Basic Mechanical Requirements and System Description	Issued	10/25/94
15060	Pipe and Pipe Fittings	Issued	10/25/94
15100	Manual Valves	Issued	10/25/94
15120	Piping Specialties	Issued	10/25/94
15130	Meters and Gauges	Issued	10/25/94
15140	Hangers, Supports, Anchors, and Sleeves	Issued	10/25/94
15160	Pumps	Issued	10/25/94

15170	Electric Motors	Issued	10/25/94
15190	Identification	Issued	10/25/94
15250	Mechanical Systems Insulation	Issued	10/25/94
15310	Fire Protection Systems	Issued	10/25/94
15320	Fire Pumps	Issued	10/25/94
15401	Domestic Water	Issued	10/25/94
15405	Sanitary Waste and Vent System Components	Issued	10/25/94
15406	Roof and Area Drainage System	Issued	10/25/94
15440	Plumbing Fixtures and Trim	Issued	10/25/94
15484	Natural Gas Systems	Issued	10/25/94
15515	Hydronic Specialties	Issued	10/25/94
15545	Chemical Treatment	Issued	10/25/94
15555	Packaged Firetube Steam or Hot Water Boilers	Issued	10/25/94
15575	Breechings, Chimneys, and Stacks	Issued	10/25/94
15590	Fuel Oil Equipment	Issued	10/25/94
15685	Centrifugal Chillers	Issued	10/25/94
15710	Cooling Towers	Issued	10/25/94
15790	Coils	Issued	10/25/94
15830	Finned Tube Radiation and Convectors	Issued	10/25/94
15835	Unit Heaters and Cabinet Unit Heaters	Issued	10/25/94
15855	Package Air Handling Units	Issued	10/25/94
15860	Fans	Issued	10/25/94
15885	Filters	Issued	10/25/94
15890	Ductwork Systems	Issued	10/25/94
15895	Special Air Distribution Systems	Issued	10/25/94
15900	Duct Lining	Issued	10/25/94
15910	Ductwork Accessories	Issued	10/25/94
15930	Air Terminal Units	Issued	10/25/94
15935	Diffusers, Registers and Grilles	Issued	10/25/94
15955	Building Systems Control	Issued	10/25/94
15965	Control Wiring	Issued	10/25/94
15970	Control Valves, Dampers and Actuators	Issued	10/25/94
15980	Control Panels, Controllers, and Sensors	Issued	10/25/94
15981	Control Systems Workstations and Peripherals	Issued	10/25/94
15985	Control System Sequences of Operation	Issued	10/25/94
15986	Control Systems Point List	Issued	10/25/94
15990	Testing, Adjusting, and Balancing	Issued	10/25/94

DIVISION 16 - ELECTRICAL

16050	Basic Electrical	Issued	10/25/94
16060	Equipment Support and Concrete Work	Issued	10/25/94
16110	Raceways and Fittings	Issued	10/25/94
16111	Wireways and Gutters	Issued	10/25/94
16112	Cable Support System	Issued	10/25/94
16120	600 Volt Wire	Issued	10/25/94
16130	Electrical Boxes and Fittings	Issued	10/25/94
16132	Floor Boxes	Issued	10/25/94
16140	Wiring Devices	Issued	10/25/94
16141	Surface Raceways (MOA)	Issued	10/25/94
16160	Cabinets and Enclosures	Issued	10/25/94
16195	Electrical Identification	Issued	10/25/94
16197	Power Characteristics	Issued	10/25/94
16322	Substation Transformers	Issued	10/25/94
16425	Switchboards	Issued	10/25/94
16427	Transient Voltage Surge Suppressors (TVSS)	Issued	10/25/94
16430	Service Equipment and Metering	Issued	10/25/94
16440	Disconnect Switches (Safety Switches)	Issued	10/25/94
16443	Show and Television Power Panels	Issued	10/25/94
16450	Grounding	Issued	10/25/94

16460	Dry Type Transformers	Issued	10/25/94
16465	Busway (600 Volt and Less)	Issued	10/25/94
16472	Branch Panelboards	Issued	10/25/94
16474	Distribution Panelboards	Issued	10/25/94
16478	Fuses (600 Volt & Less)	Issued	10/25/94
16481	Motor Starters	Issued	10/25/94
16483	Motor Control Centers	Issued	10/25/94
16484	Variable Speed Drives	Issued	10/25/94
16485	Contactors and Relays	Issued	10/25/94
16490	Transfer Switches	Issued	10/25/94
16501	Lamps	Issued	10/25/94
16502	Luminaire Accessories	Issued	10/25/94
16510	Interior Luminaires	Issued	10/25/94
16515	Arena Lighting	Issued	10/25/94
16520	Exterior Luminaires	Issued	10/25/94
16535	Emergency Lighting	Issued	10/25/94
16562	Security Camera Television System (SCTV)	Issued	10/25/94
16620	Emergency Engine Generators (Diesel)	Issued	10/25/94
16670	Lightning Protection System	Issued	10/25/94
16723	Fire Alarm System	Issued	10/25/94
16724	Security Systems	Issued	10/25/94
16740	Telephone Raceway System	Issued	10/25/94
16772	Provisions for the Sound Reinforcement and Audio/Video Systems	Issued	10/25/94
16786	Door Signal System	Issued	10/25/94
16790	Provisions for Scoreboards and Message Centers	Issued	10/25/94
16917	Wall Dimmers	Issued	08/22/94
16920	Public Area Lighting Control and Dimming Systems	Issued	10/25/94
16955	Kitchen Equipment Connection	Issued	10/25/94
16960	Electrical Testing	Issued	10/25/94
16970	Panelboard and Relay/Dimmer Panel Schedules	Issued	10/25/94

VOLUME III

Geotechnical Report	Issued	08/22/94
Wind Loading Study	Issued	08/22/94
Roof Snow Loading Assessment	Issued	08/22/94
Fire Protection Program	Issued	08/22/94

END OF DOCUMENT

DOCUMENT 00004
LIST OF DRAWINGS

GENERAL PROJECT INFORMATION

G000 Series

G001	List of Drawings/General Notes/Code Info/ Location Plan	Revised	10/25/94

CIVIL

C101	Utility Demolition Plan	Issued	10/25/94
C120	Plan Storm Sewer	Issued	10/25/94
C121	Plan Storm Sewer	Issued	10/25/94
C130	Plan Water Line and Sanitary Sewer	Issued	10/25/94
C131	Sanitary Sewer Profile	Issued	10/25/94
C132	Water and Sewer Details	Issued	10/25/94
C133	Manhole Details	Issued	10/25/94
C134	Paving and Sidewalk Details	Issued	10/25/94

LANDSCAPE

LS Series

LS1	Survey of Entire Site (1" = 60')	Reference Only	08/22/94
LS2	Partial Site Survey (1" = 20')	Reference Only	08/22/94

ARCHITECTURAL

A000 Series

A001	Key Notes List/Abbreviations/Symbols	Revised	10/25/94
A002	Preliminary Partition Types/Typ. Locations List	Issued	10/25/94

A100 Series - Site Drawings

A101	Overall Site Plan (1" = 60')	Revised	10/25/94
A102	Building Site Plan (1" = 20')	Revised	10/25/94

A200 Series - Floor Plans

A200	Geometry Plan	Revised	10/25/94
A201	Event Level Plan	Revised	10/25/94
A202	Main Concourse Arena	Revised	10/25/94
A203	Club Level Arena	Revised	10/25/94
A204	Suite Level Plan	Revised	10/25/94
A205	Upper Concourse	Revised	10/25/94
A206	Upper Deck/Mechanical	Revised	10/25/94
A207	Press	Revised	10/25/94
A208	Catwalk	Revised	10/25/94
A209	Roof Plan	Revised	10/25/94
A211	Event Floor Segment Plan A (1/8" = 1'-0")	Revised	10/25/94
A212	Event Floor Segment Plan B (1/8" = 1'-0")	Revised	10/25/94
A213	Event Floor Segment Plan C (1/8" = 1'-0")	Revised	10/25/94
A214	Event Floor Segment Plan D (1/8" = 1'-0")	Revised	10/25/94
A215	Event Floor Segment Plan E (1/8" = 1'-0")	Revised	10/25/94
A216	Event Floor Segment Plan F (1/8" = 1'-0")	Revised	10/25/94

A221	Main Concourse Segment Plan A (1/8" = 1'=0")	Revised	10/25/94
A222	Main Concourse Segment Plan B (1/8" = 1'=0")	Revised	10/25/94
A223	Main Concourse Segment Plan A (1/8" = 1'=0")	Revised	10/25/94
A224	Main Concourse Segment Plan D (1/8" = 1'=0")	Revised	10/25/94
A225	Main Concourse Segment Plan E (1/8" = 1'=0")	Revised	10/25/94
A226	Main Concourse Segment Plan F (1/8" = 1'=0")	Revised	10/25/94
A231	Club Level Segment Plan A (1/8" = 1'-0")	Revised	10/25/94
A232	Club Level Segment Plan B (1/8" = 1'-0")	Revised	10/25/94
A233	Club Level Segment Plan C (1/8" = 1'-0")	Revised	10/25/94
A234	Club Level Segment Plan D (1/8" = 1'-0")	Revised	10/25/94
A235	Club Level Segment Plan E (1/8" = 1'-0")	Revised	10/25/94
A236	Club Level Segment Plan F (1/8" = 1'-0")	Revised	10/25/94
A241	Suite Level Sectant Plan A (1/8" = 1'-0)	Revised	10/25/94
A242	Suite Level Sectant Plan B (1/8" = 1'-0)	Revised	10/25/94
A243	Suite Level Sectant Plan C (1/8" = 1'-0)	Revised	10/25/94
A244	Suite Level Sectant Plan D (1/8" = 1'-0)	Revised	10/25/94
A245	Suite Level Sectant Plan E (1/8" = 1'-0)	Revised	10/25/94
A246	Suite Level Sectant Plan F (1/8" = 1'-0)	Revised	10/25/94
A251	Upper Concourse Sectant Plan A (1/8" = 1'-0")	Revised	10/25/94
A252	Upper Concourse Sectant Plan B (1/8" = 1'-0")	Revised	10/25/94
A253	Upper Concourse Sectant Plan C (1/8" = 1'-0")	Revised	10/25/94
A254	Upper Concourse Sectant Plan D (1/8" = 1'-0")	Revised	10/25/94
A261	Mechanical Level Sectant Plan A (1/8" = 1'-0)	Revised	10/25/94
A262	Mechanical Level Sectant Plan B (1/8" = 1'-0)	Revised	10/25/94
A263	Mechanical Level Sectant Plan C (1/8" = 1'-0)	Revised	10/25/94
A264	Mechanical Level Sectant Plan D (1/8" = 1'-0)	Revised	10/25/94
A271	Press Level Sectant Plan A (1/8" = 1'-0")	Revised	10/25/94
A272	Press Level Sectant Plan B (1/8" = 1'-0")	Revised	10/25/94
A273	Press Level Sectant Plan C (1/8" = 1'-0")	Revised	10/25/94
A274	Press Level Sectant Plan D (1/8" = 1'-0")	Revised	10/25/94

A300 Series - Exterior Elevations and Arena Sections

A301	West/North Elevation (1/16" = 1'-0")	Revised	10/25/94
A302	South/East Elevation (1/16" = 1'-0")	Revised	10/25/94
A308	Exterior Precast Wall Panel Layout (Sectant A & B)	Revised	10/25/94
A309	Exterior Precast Wall Panel Layout (Sectant C & D)	Revised	10/25/94
A310	Building Sections (Longitudinal/Transverse)	Revised	10/25/94
A312	Partial Transverse (1/8" = 1'-0")	Revised	10/25/94
A313	Partial Longitudinal (1/8" = 1'-0")	Revised	10/25/94
A321	Exterior Cladding Loads Positive Pressures	Reference Only	08/22/94
A322	Exterior Cladding Loads Negative Pressures	Reference Only	08/22/94

A400 Series - Exterior Wall Sections

A401	Wall Sections - 1/4" - Enlarged S. Transv.	Revised	10/25/94
A402	Wall Sections - 1/4" - Dock Area/V.I.P. Bridge	Revised	10/25/94
A403	Wall Sections - 1/4" - Arena/Pavilion - North Transverse North Transverse	Revised	09/15/94
A404	Wall Sections - 1/4" - Arena/Pavilion - West	Revised	09/12/94

A405	Wall Sections - 1/4" - Elevator #7 Aud Club/Greenhouse	Revised	09/12/94
A406	Wall Sections - 1/4" - Arena/Pavilion @ Main Stair Typical Stair	Revised	10/25/94
A407	Wall Sections - 1/4" - Pavilion @ Sun Deck North Aud Club	Revised	10/25/94
A408	Wall Sections - 1/4" - Pavilion @ Box Office South Aud Club	Revised	09/19/94
A409	Wall Sections - 1/4" - Trash Chute	Issued	08/22/94
A410	Wall Sections - 1/4" - North Wall Pavilion	Revised	09/12/94
A411	Wall Sections - 1/4" - East Wall Pavilion	Revised	09/12/94
A412	Wall Section - 1/4" - Pavilion	Revised	10/25/94

A500 Series - Exterior Details

A501	Typ. Ext. Precast Details/Plan Precast Panel Layout	Revised	09/22/94
A502	Typical Exterior Details (Arena)	Revised	09/22/94
A503	Typical Exterior EIFS Details/Panel Layout Details (Arena)	Revised	10/25/94
A504	Exterior Details	Revised	10/25/94
A510	Typical Exterior Details (North Wall Pavilion)	Revised	09/19/94
A511	Typical Exterior Details (Canopies/Pavilion)	Revised	09/22/94
A512	Typical Exterior Details (West Wall)	Revised	09/22/94
A513	Typical Exterior Details (East Wall/Box Office)	Revised	09/15/94
A514	Typical Exterior Details (Aud Club/Office/ Escalator Enclosures)	Revised	09/19/94
A515	Typical Exterior Details (Pavilion)	Revised	10/25/94
A516	Typical Exterior Details (Pavilion)	Revised	09/12/94
A520	Deck Details	Revised	09/22/94
A521	Details	Revised	10/25/94
A525	Pedestrian Bridge Detail	Revised	09/22/94
A530	Typical Roof Details	Revised	10/25/94

A600 Series - Vertical Circulation and Vertical Transportation

A601	Typical Stair Sections	Revised	10/25/94
A602	Typical Stair Sections	Revised	10/25/94
A610	Elevator Plans/Sections - Elevator #1, 2, 3, & 4	Issued	08/22/94
A611	Elevator Plans/Sections - Elevator #6 & 7	Issued	08/22/94
A612	Elevator/Escalator Details	Issued	08/22/94
A620	Escalator Plans/Sections	Revised	10/25/94
A621	Stair/Escalator Details	Revised	10/25/94
A640	Stair Details	Revised	10/25/94

A700 Series - Reflected Ceiling Plans

A711	Event Floor Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A712	Event Floor Sectant Plan B (1/8" = 1'-0")	Issued	10/25/94
A713	Event Floor Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A714	Event Floor Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A715	Event Floor Sectant Plan E (1/8" = 1'-0")	Issued	10/25/94
A716	Event Floor Sectant Plan F (1/8" = 1'-0")	Issued	10/25/94
A721	Main Concourse Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A722	Main Concourse Sectant Plan B (1/8" = 1'-0")	Issued	10/25/94

A723	Main Concourse Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A724	Main Concourse Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A725	Main Concourse Sectant Plan E (1/8" = 1'-0")	Issued	10/25/94
A726	Main Concourse Sectant Plan F (1/8" = 1'-0")	Issued	10/25/94
A731	Club Level Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A732	Club Level Sectant Plan B (1/8" = 1'-0")	Issued	10/25/94
A733	Club Level Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A734	Club Level Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A735	Club Level Sectant Plan E (1/8" = 1'-0")	Issued	10/25/94
A736	Club Level Sectant Plan F (1/8" = 1'-0")	Issued	10/25/94
A741	Suite Level Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A742	Suite Level Sectant Plan B (1/8" = 1'-0")	Issued	10/25/94
A743	Suite Level Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A744	Suite Level Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A745	Suite Level Sectant Plan E (1/8" = 1'-0")	Issued	10/25/94
A746	Suite Level Sectant Plan E (1/8" = 1'-0")	Issued	10/25/94
A751	Upper Concourse Sectant Plan A (1/8" = 1'-0")	Issued	10/25/94
A752	Upper Concourse Sectant Plan B (1/8" = 1'-0")	Issued	10/25/94
A753	Upper Concourse Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A754	Upper Concourse Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A773	Press Level Sectant Plan C (1/8" = 1'-0")	Issued	10/25/94
A774	Press Level Sectant Plan D (1/8" = 1'-0")	Issued	10/25/94
A775	Typical Ceiling Details	Issued	10/25/94

A800 Series - Large Scale Interior Elevations and Details

A800	Typ Mounting Height Schedule	Issued	10/25/94
A801	Int. Elev. Pavilion (Loocking North/South	Issued	10/25/94
A801.5	Int. Elev. Pavilion (Loocking North/South	Issued	10/25/94
A802	Interior Elev. at Pavillion	Issued	10/25/94
A803	Event Floor Typ Public Interior Elevations	Issued	10/25/94
A804	Sabres Locker Room Enlarged Plan	Issued	10/25/94
A805	Sabres Locker Room Elevations	Issued	10/25/94
A806	Event Level Enlarged Plans/Elevations	Issued	10/25/94
A807	Event Floor Enlarged Plans/Elevations	Issued	10/25/94
A808	Interior Elevations 2A09 IR45/RS)	Issued	10/25/94
A809	Interior Elevations 2C17 IR29/R21)	Issued	10/25/94
A810	Interior Elevation - Main Concourse (RS/R15)	Issued	10/25/94
A811	Typ. Interior Sections	Issued	10/25/94
A812	Enlarged M.C. Toilets Plans/Elevations	Issued	10/25/94
A813	Typ. Interior Sections	Issued	10/25/94
A814	Interior Elevations - Club Level	Issued	10/25/94
A816	Interior Elevations - Suite Level	Issued	10/25/94
A817	Interior Elevation - Upper Concourse	Issued	10/25/94
A818	Enlarged Plans/Elevation - Upper Concourse	Issued	10/25/94
A820	Press Level Elevations/Enlarged Plans	Issued	10/25/94
A821	Door/Interior Opening Details	Issued	10/25/94
A822	Door/Interior Opening Details	Issued	10/25/94
A823	Slab Details	Revised	09/15/94
A824	Ice Floor Details	Revised	09/22/94
A825	Suite Plan Details	Issued	10/25/94
A826	Suite Details	Reference Only	10/25/94
A831	Column Details	Issued	08/22/94
A832	Column Details	Issued	10/25/94

A850	Casework Details/Elevations	Information Only	10/25/94
A851	Casework Details	Information Only	10/25/94
A871	Event Floor Pattern	Issued	09/12/94

A900 Series - Spectator Drawings

A901	Typ. Bowl Quadrant 1/8" (Railing Key Plan)	Revised	09/15/94
A902	Typ. Bowl Details	Revised	10/25/94
A903	Typ. Bowl Details	Revised	10/25/94
A904	Seat Counts 1/16" (Lower Deck/Club)	Issued	08/22/94
A905	Seat Counts 1/16" (Upper Deck)	Issued	08/22/94
A906	Bowl Details	Revised	09/22/94
A907	Hockey Dasher Sheet	Revised	09/22/94

STRUCTURAL

S001	Structural General Notes	Revised	09/20/94
S002	Structural Drawing Index, Abbreviations and Symbols	Revised	10/25/94
S101	Structural Load Key Plans	Issued	08/22/94
S102	Structural Load Key Plans	Issued	08/22/94
S103	Structural Load Key Key Plans	Issued	10/25/94
S104	Structural Load Key Key Plans	Issued	10/25/94
S105	Structural Load Key Key Plans	Issued	10/25/94
S211	Event Level Plan - Sectant - 'A"	Revised	09/21/94
S212	Event Level Plan - Sectant - 'B"	Revised	09/21/94
S213	Event Level Plan - Sectant - 'C"	Revised	09/20/94
S214	Event Level Plan - Sectant - 'D"	Revised	09/20/94
S215	Event Level Plan - Sectant - 'E"	Revised	09/21/94
S216	Event Level Plan - Sectant - 'F"	Revised	09/21/94
S221	Main Concourse Framing Plan - Sectant - 'A"	Revised	09/21/94
S222	Main Concourse Framing Plan - Sectant - 'B'	Revised	09/21/94
S223	Main Concourse Framing Plan - Sectant - 'C"	Revised	09/21/94
S224	Main Concourse Framing Plan - Sectant - 'D'	Revised	09/21/94
S225	Main Concourse Framing Plan - Sectant - 'E"	Revised	09/12/94
S226	Main Concourse Framing Plan - Sectant - 'F"	Revised	09/15/94
S231	Club Level Framing Plan - Sectant - 'A"	Revised	10/25/94
S232	Club Level Framing Plan - Sectant - 'B"	Revised	09/15/94
S233	Club Level Framing Plan - Sectant - 'C"	Revised	09/12/94
S234	Club Level Framing Plan - Sectant - 'D"	Revised	09/12/94
S235	Club Level Framing Plan - Sectant - 'E"	Revised	10/25/94
S236	Club Level Framing Plan - Sectant - 'F"	Revised	10/25/94
S241	Suite Level Framing Plan - Sectant - 'A"	Revised	09/22/94
S242	Suite Level Framing Plan - Sectant - 'B"	Revised	09/22/94
S243	Suite Level Framing Plan - Sectant - 'C"	Revised	09/22/94
S244	Suite Level Framing Plan - Sectant - 'D"	Revised	09/22/94
S245	Suite Level Framing Plan - Sectant - 'E"	Revised	09/12/94
S246	Suite Level Framing Plan - Sectant - 'F"	Revised	09/12/94
S251	Upper Concourse Framing Plan - Sectant - 'A"	Revised	09/20/94
S252	Upper Concourse Framing Plan - Sectant - 'B"	Revised	09/12/94
S253	Upper Concourse Framing Plan - Sectant - 'C"	Revised	09/12/94
S254	Upper Concourse Framing Plan - Sectant - 'D"	Revised	09/12/94
S255	Upper Concourse Framing Plan - Sectant - 'E"	Revised	09/15/94
S256	Upper Concourse Framing Plan - Sectant - 'F"	Revised	09/15/94

S261	Mechanical Level Framing Plan - Sectant - 'A"	Revised	09/12/94
S262	Mechanical Level Framing Plan - Sectant - 'B"	Revised	09/12/94
S263	Mechanical Level Framing Plan - Sectant - 'C"	Revised	09/12/94
S264	Mechanical Level Framing Plan - Sectant - 'D"	Revised	09/12/94
S265	Mechanical Level Framing Plan - Sectant - 'E"	Revised	09/12/94
S266	Mechanical Level Framing Plan - Sectant - 'F"	Issued	10/25/94
S271	Upper Deck / Press Level Framing Plan - Sectant - 'A"	Issued	10/25/94
S272	Upper Deck / Press Level Framing Plan - Sectant - 'B"	Issued	10/25/94
S273	Upper Deck / Press Level Framing Plan - Sectant - 'C"	Issued	10/25/94
S274	Upper Deck / Press Level Framing Plan - Sectant - 'D"	Issued	10/25/94
S281	Gutter Roof Framing Plan Sectant A	Revised	10/25/94
S282	Gutter Roof Framing Plan Sectant B	Revised	09/12/94
S283	Gutter Roof Framing Plan Sectant C	Revised	09/12/94
S284	Gutter Roof Framing Plan Sectant D	Revised	09/12/94
S290	Bottom Chord Catwalk & Riggin Framing	Issued	10/25/94
S291	Main Roof Framing Plan	Issued	10/25/94
S301	Raker Frame Elevations	Revised	09/21/94
S302	Raker Frame Elevations	Issued	10/25/94
S303	Raker Frame Elevations	Revised	09/21/94
S304	Raker Frame Elevations	Revised	09/21/94
S311	Typical Structural Precast Details	Revised	09/12/94
S312	Typical Structural Precast Details	Issued	10/25/94
S321	Structural Slab Reinforcing Key Plans	Revised	09/21/94
S322	Structural Slab Reinforcing Key Plans	Revised	09/21/94
S331	Exterior Arch. Wall Connections	Revised	10/25/94
S341	Structural Elevator Plans	Revised	09/12/94
S401	Framing Elevations	Issued	10/25/94
S402	Framing Elevations	Issued	10/25/94
S403	Framing Elevations	Revised	09/15/94
S411	Framing Details	Revised	09/12/94
S412	Framing Details	Revised	09/12/94
S421	Pavilion Truss Elevations and Details	Revised	09/15/94
S422	Pavilion Truss Elevations and Details	Issued	10/25/94
S501	Main Roof Truss Elevations	Issued	10/25/94
S502	Main Roof Truss Elevations	Issued	10/25/94
S503	Main Roof Truss Elevations	Issued	10/25/94
S511	Main Roof Truss Details	Issued	10/25/94
S512	Main Roof Truss Details	Issued	10/25/94
S513	Main Roof Truss Details	Issued	10/25/94
S514	Main Roof Truss Details	Issued	10/25/94
S515	Main Roof Truss Details	Issued	10/25/94
S516	Main Roof Truss Details	Issued	10/25/94
S517	Main Roof Truss Details	Issued	10/25/94
S611	Typical Structural Reinforcement Details	Revised	09/20/94
S621	Typical Structural Concrete Details	Issued	10/25/94
S631	Typical Structural Steel Connection Details	Issued	10/25/94
S632	Typical Structural Steel Connection Details	Revised	10/25/94

S641	Typical Structural Deck Details	Revised	09/12/94
S651	Masonry Wall Bracing Plan	Issued	10/25/94
S652	Masonry Details	Issued	10/25/94
S711	Pile/Pilecap/Foundation Schedules and Details	Revised	09/20/94
S712	Event Level/Foundation Sections and Details	Revised	09/12/94
S713	Event Level/Foundation Sections and Details	Revised	09/21/94
S714	Event Level/Foundation Sections and Details	Revised	09/12/94
S721	Main Concourse Sections and Details	Revised	09/12/94
S722	Main Concourse Sections and Details	Revised	09/21/94
S723	Main Concourse Sections and Details	Revised	09/21/94
S724	Main Concourse Sections and Details	Revised	09/21/94
S731	Club Level Sections and Details	Revised	09/15/94
S732	Club Level Sections and Details	Revised	09/15/94
S741	Suite Level Sections and Details	Revised	09/15/94
S742	Suite Level Sections and Details	Revised	09/12/94
S751	Upper Concourse Sections and Details	Revised	09/12/94
S752	Upper Concourse Sections and Details	Revised	09/12/94
S761	Mechanical Level Sections and Details	Issued	10/25/94
S771	Upper Deck/Press Level Sections and Details	Revised	10/25/94
S772	Upper Deck/Press Level Sections and Details	Revised	10/25/94
S781	Gutter Roof Sections and Details	Issued	10/25/94
S782	Catwalk, Platform and Rigging Grid Sections & Details	Issued	10/25/94
S791	Main Roof Sections and Details	Issued	10/25/94
S792	Main Roof Sections and Details	Issued	10/25/94
S811	Column Schedule and Details	Issued	10/25/94
S812	Column Schedule and Details	Issued	10/25/94

MECHANICAL

M001	Title Sheet	Revised	10/25/94
M101	Event Level - Fire Protection	Issued	10/25/94
M102	Main Course - Fire Protection	Issued	10/25/94
M103	Club Level - Fire Protection	Issued	10/25/94
M104	Suite Level - Fire Protection	Issued	10/25/94
M105	Upper Concourse Level - Fire Protection	Issued	10/25/94
M106	Mechanical Level - Fire Protection	Issued	10/25/94
M107	Press Level/Upper Deck - Fire Protection	Issued	10/25/94
M108	Catwalk Level - Fire Protection	Issued	10/25/94
M200	Underground - Plumbing	Issued	10/25/94
M201	Event Floor Level - Plumbing	Issued	10/25/94
M202	Main Concourse Level - Plumbing	Issued	10/25/94
M203	Club Level - Plumbing	Issued	10/25/94
M204	Suite Level - Plumbing	Issued	10/25/94
M205	Upper Concourse Level - Plumbing	Issued	10/25/94
M206	Mechanical Level - Plumbing	Issued	10/25/94
M207	Press Level/Upper Deck - Plumbing	Issued	10/25/94

M208	Roof Plan - Plumbing	Issued	10/25/94
M208	Roof Plan - Plumbing	Issued	10/25/94
M270A	Riser Diagrams - Plumbing	Issued	10/25/94
M270B	Riser Diagrams - Plumbing	Issued	10/25/94
M270C	Riser Diagrams - Plumbing	Issued	10/25/94
M270D	Riser Diagrams - Plumbing	Issued	10/25/94
M270E	Riser Diagrams - Plumbing	Issued	10/25/94
M270F	Riser Diagrams - Plumbing	Issued	10/25/94
M270G	Riser Diagrams - Plumbing	Issued	10/25/94
M270H	Riser Diagrams - Plumbing	Issued	10/25/94
M270J	Riser Diagrams - Plumbing	Issued	10/25/94
M301A	Event Level Sectant 'A' - Piping & Ventilation	Issued	10/25/94
M301B	Event Level Sectant 'B' - Piping & Ventilation	Issued	10/25/94
M301C	Event Level Sectant 'C' - Piping & Ventilation	Issued	10/25/94
M301D	Event Level Sectant 'D' - Piping & Ventilation	Issued	10/25/94
M301E	Event Level Sectant 'E' - Piping & Ventilation	Issued	10/25/94
M301F	Event Level Sectant 'F' - Piping & Ventilation	Issued	10/25/94
M302	Main Concourse Level - Piping & Ventilation	Issued	10/25/94
M303	Club Level - Piping & Ventilation	Issued	10/25/94
M304	Suite Level - Piping & Ventilation	Issued	10/25/94
M305	Upper Concourse Level - Piping & Ventilation	Issued	10/25/94
M306	Mechanical Level - Piping & Ventilation	Issued	10/25/94
M307	Press Level/Upper Deck - Piping & Ventilation	Issued	10/25/94
M406	Mechanical Level - Piping	Issued	10/25/94
M407	Press Level/Upper Deck - Piping	Issued	10/25/94
M501	Chilled and Condenser Water Flow Diagrams	Issued	10/25/94
M502	Heating Water Flow Diagrams	Issued	10/25/94
M503	Air Flow Diagrams	Issued	10/25/94
M601	Details	Issued	10/25/94
M602	Details	Issued	10/25/94

ELECTRICAL

E001	Electrical Title Sheet and Symbols	Issued	10/25/94
E101	Electrical Site Plan	Issued	10/25/94
E102	Electrical Partial Site Plan	Issued	10/25/94
E103	Electrical Underground Conduit Plan	Revised	10/25/94
E201-A	Event Floor Level Sectant 'A' Power Plan	Issued	10/25/94
E201-B	Event Floor Level Sectant 'B' Power Plan	Issued	10/25/94
E201-C	Event Floor Level Sectant 'C' Power Plan	Issued	10/25/94
E201-D	Event Floor Level Sectant 'D' Power Plan	Issued	10/25/94
E201-E	Event Floor Level Sectant 'E' Power Plan	Issued	10/25/94
E201-F	Event Floor Level Sectant 'F' Power Plan	Issued	10/25/94
E202	Main Concourse Level Power Plan	Issued	10/25/94
E203	Club Level Power Plan	Issued	10/25/94
E204	Suite Level Power Plan	Issued	10/25/94
E205	Upper Concourse Level Power Plan	Issued	10/25/94
E206	Mechanical Level Power Plan	Issued	10/25/94
E207-C	Upper Deck/Mech. Level Power Plan	Issued	10/25/94
E207-D	Upper Deck/Mech. Level Power Plan	Issued	10/25/94
E208	Catwalk Level Power Plan	Issued	10/25/94
E301-A	Event Floor Level Sectant 'A' Lighting Plan	Issued	10/25/94

E301-B	Event Floor Level Sectant 'B' Lighting Plan	Issued	10/25/94
E301-C	Event Floor Level Sectant 'C' Lighting Plan	Issued	10/25/94
E301-D	Event Floor Level Sectant 'D' Lighting Plan	Issued	10/25/94
E301-E	Event Floor Level Sectant 'E' Lighting Plan	Issued	10/25/94
E301-F	Event Floor Level Sectant 'F' Lighting Plan	Issued	10/25/94
E302	Main Concourse Level Lighting Plan	Issued	10/25/94
E303	Club Level Lighting Plan	Issued	10/25/94
E304	Suite Level Lighting Plan	Issued	10/25/94
E305	Upper Concourse Level Lighting Plan	Issued	10/25/94
E306	Mechanical Level Lighting Plan	Issued	10/25/94
E307	Upper Deck/Mech. Level Lighting Plan	Issued	10/25/94
E308	Catwalk Level Lighting Plan	Issued	10/25/94
E309	Lighting Fixture Schedule	Issued	10/25/94
E310	Lighting Fixture Schedule	Issued	10/25/94
E401	Arena Lighting Plan	Issued	10/25/94
E402	Arena Lighting Schedules and Details	Issued	10/25/94
E403	Arena Lighting Control Details and Riser Diagram	Issued	10/25/94
E404	Aisle Lighging Plan and Details	Issued	10/25/94
E405	Arena Lighting Relay/Dimmer Schedules	Issued	10/25/94
E501	Event Floor Level Communication Plan	Issued	10/25/94
E502	Main Concourse Level Communication Plan	Issued	10/25/94
E503	Club Level Communication Plan	Issued	10/25/94
E504	Suite Level Communication Plan	Issued	10/25/94
E505	Upper Concourse Level Communication Plan	Issued	10/25/94
E506	Mechanical Level Communication Plan	Issued	10/25/94
E507	Upper Deck/Mech. Level Communication Plan	Issued	10/25/94
E508	Catwalk Level Communication Plan	Issued	10/25/94
E601	Communication Riser Diagrams	Issued	10/25/94
E602	Communication Riser Diagrams	Issued	10/25/94
E701	Enlarged Electrical Room Details	Issued	10/25/94
E702	Enlarged Plans and Details	Issued	10/25/94
E801	Power Riser Diagram	Issued	10/25/94
E802	Power Riser Diagram	Issued	10/25/94
E803	Motor and Equipment Schedules	Issued	10/25/94
E804	Electrical Details	Issued	10/25/94
E805	Lightning Protection Plan and Details	Issued	10/25/94

FOOD SERVICE

FS211	Comissary Kitchen Layout & Equipment	Issued	10/25/94
FS211.1	Commissary Plumbing and Electrical	Issued	10/25/94
FS211.2	Food Service Office Layout and Equipment	Issued	10/25/94
FS211.3	Food Service Office Plumbing and Electrical	Issued	10/25/94
FS212	Uniform #1A1b	Issued	10/25/94
FS213	Cash Balance #1D04A and Cash Control #1D04	Issued	10/25/94
FS221	Stand #2A03	Issued	10/25/94
FS222	Stands 2A10 and #2A12 Layout and Equipment	Issued	10/25/94
FS222-1	Stands #2A06 and Plumbing/Electrical at #2A10 and #2A12	Issued	10/25/94
FS223	Stand #1A20	Issued	10/25/94
FS224	Stand #2B01	Issued	10/25/94
FS225	Stand #2B08 (#2C11 Opposite Hand)	Issued	10/25/94
FS226	Vendor Commissary #2B14	Issued	10/25/94
FS227	Stands #2C18, 2C19 & 2D12 Layout & Equipment	Issued	10/25/94
FS227-1	Stands #2C18, 2C19 & 2D12 Layout & Equipment	Issued	10/25/94

FS228	Vendor Commissary #2D08	Issued	10/25/94
FS229	Aud Club Kitchen #E202B	Issued	10/25/94
FS229-1	Aud Club Kitchen #E202B	Issued	10/25/94
FS231	Stand Pantry #3B08A	Issued	10/25/94
FS232	Pantry/Suite Kitchen #3D07	Issued	10/25/94
FS241	Suite Kitchen #4B04	Issued	10/25/94
FS242	Pantry #4C02/Storage #4C03	Issued	08/22/94
FS242.1	Pantry #4C02/Storage #4C03	Issued	08/22/94
FS243	Storage #4D02A	Issued	10/25/94
FS244	Pantry/Storage #4D03	Issued	10/25/94
FS251	Stand #5A04	Issued	10/25/94
FS252	Stand #5A11	Issued	10/25/94
FS253	Stand #5B10	Issued	10/25/94
FS253.1	Stand #5B10	Issued	10/25/94
FS254	Stand #5C13	Issued	10/25/94
FS255	StandS #5C17, 5C18 and 5D01 Layout and Equipment	Issued	10/25/94
FS255-1	Stands #5C17, 5C18 and 3D01 Plumbing/Electrical	Issued	10/25/94
FS256	Vendor Commissary #5D06	Issued	10/25/94
FS271	Stand #7C10	Issued	10/25/94

SOUND REINFORCEMENT

SR100	Symbols, Dwg Schedule and Notes	Information Only	10/25/94
SR101	Control Functional	Information Only	10/25/94
SR102	Cluster Functional	Information Only	10/25/94
SR103	Delay System Functional	Information Only	10/25/94
SR104	Monitor System Functional	Information Only	10/25/94
SR201	Event Level Plan - System Receptacles, Wire & Conduit	Information Only	10/25/94
SR207	Motor and Equipment Schedules	Information Only	10/25/94
SR208	Motor and Equipment Schedules	Information Only	10/25/94
SR301	Sections - Transverse and Functional	Information Only	10/25/94
SR401	Cluster Details - Plans and Sections	Information Only	10/25/94
SR402	Delay Speakers - Plans and Sections	Information Only	10/25/94
SR601	Audio Control Room Plan and Millwork Details	Information Only	10/25/94
SR801	Plugging Panels - Details	Information Only	10/25/94
SR802	Patch Panels - Details	Information Only	10/25/94
SR901	Rack Elevations	Information Only	10/25/94

DISTRIBUTED SOUND AND INTERCOM SYSTEM

DS101	System Riser Diagrams, Schedules & Notes	Information Only	10/25/94
DS102	System Functional Diagram	Information Only	10/25/94
DS103	System Functional Diagram	Information Only	10/25/94
DS104	System Functional Diagram	Information Only	10/25/94
DS201	Event Level - Loudspeaker Layout	Information Only	10/25/94
DS202	Main Concourse - Loudspeaker Layouts	Information Only	10/25/94
DS203	Club Level - Loudspeaker Layouts	Information Only	10/25/94
DS204	Suite Level - Loudspeaker Layouts	Information Only	10/25/94
DS205	Upper Concourse - Loudspeaker Layouts	Information Only	10/25/94

DS207	Press Level - Loudspeaker Layout	Information Only	10/25/94
DS208	Catwalk Level - Plan	Information Only	10/25/94
DS601	Audio Equipment Room Plan	Information Only	10/25/94
DS801	Loudspeaker Details	Information Only	10/25/94
DS901	Rack Elevations	Information Only	10/25/94

VIDEO AND MATV SYSTEMS

TV101	System Riser Diagram, Schedule and Notes	Information Only	10/25/94
TV102	System Functional Diagram	Information Only	10/25/94
TV201	Event Level - TV and Monitor Layouts	Information Only	10/25/94
TV202	Main Concourse - TV and Monitor Layouts	Information Only	10/25/94
TV203	Club Level - TV and Monitor Layouts	Information Only	10/25/94
TV204	Suite Level - TV and Monitor Layout	Information Only	10/25/94
TV205	Upper Concourse - TV and Monitor Layouts	Information Only	10/25/94
TV207	Press Level - TV and Monitor Layouts	Information Only	10/25/94
TV208	Catwalk Level - TV and Monitor Layouts	Information Only	10/25/94
TV601	Video Equipment Room Plan	Information Only	10/25/94
TV602	Monitor Wall Details	Information Only	10/25/94
TV801	Panel Elevations	Information Only	10/25/94
TV901	Rack Elevations	Information Only	10/25/94

BROADCAST CABLE PLAN

SV101	System Riser Diagram, Schedule and Notes	Information Only	10/25/94
SV201	Event Level - Cmera Connections	Information Only	10/25/94
SV202	Main Concourse - Camera Connections	Information Only	10/25/94
SV203	Club Level - Camera Connections	Information Only	10/25/94
SV204	Suite Level - Camera Connections	Information Only	10/25/94
SV205	Upper Concourse - Camera Connections	Information Only	10/25/94
SV207	Press Level - Camera Connections	Information Only	10/25/94
SV208	Catwalk Level - Camera Connections	Information Only	10/25/94
SV601	Equipment Layouts	Information Only	10/25/94
SV901	Panel Elevations	Information Only	10/25/94

END OF DOCUMENT

CONSTRUCTION PHASE DOCUMENTS
ISSUE #2

Addenda Number	Date	Pages
2.1	11/8/94	15 pages + Attachments
2.2	11/17/94	29 pages + Attachments
2.3	11/23/94	14 pages + Attachments
2.4	11/28/94	4 pages + Attachments

EXHIBIT 2.4.1

CONSTRUCTION PHASE DOCUMENTS

ISSUE #3

DOCUMENT 00003
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A411	Wall Sections	Revised	09/12/94
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00001	Project Manual Cover		
00002	Certification Page	Permit Set Only	
00003	Project Manual Table of Contents	Revised	04/18/95
00004	List of Drawings	Revised	04/18/95

BIDDING REQUIREMENTS

Invitation to Bid	pages 1,2, & 3	04/18/95
Instructions to Bidders	pages 1 thru 5	08/22/94
Scope of Work/Specific Clarifications C.I. #4	pages 1 thru 2	04/18/95
Bid Forms	pages 1 thru 5	04/18/95
Comprehensive Safety Program	pages 1 thru 9	09/01/94
Affirmative Action/Equal Opportunity Hiring Plan	pages 1 thru 9	11/07/94
MBE/WBE Forms A thru E		
MBE/WBE Location Information	pages 1 & 2	07/29/94
List of Interested M/WBE Firms	pages 1 thru 29	10/12/94

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

General Conditions	pages 1 thru 100	12/19/94
Project Conditions and Clarifications	pages 1 thru 17	08/15/94
Owner Controlled Insurance Plan (OCIP)	pages 1 of 1	
Wrap-up Supplemental Questionnaire form	pages 1 thru 4	
Subcontract Forms - CF 19A	pages 1 thru 10	1993
CF 19B	pages 1 thru 25	1993
Labor Rates	Revised	08/31/94
Employers Ineligible to Bid On Or Be Awarded Any Public Work	pages 1 thru 4	08/18/94

DIVISION 1 - GENERAL REQUIREMENTS

01021	Owner's Administrative Procedures	Revised	12/29/94
01025	Application for Payment	Revised	12/07/94
01028	Unit Prices	Revised	10/25/94
01030	Alternates	Revised	04/18/95
01035	Modification Procedures	Deleted	09/12/94
01036	Request For Information Form	Revised	12/07/94
01040	Coordination	Issued	08/22/94
01045	Cutting and Patching	Issued	08/22/94

MECHANICAL/ELECTRICAL

M001	EVENT LEVEL MECHANICAL PLAN
M002	MAIN CONCOURSE MECHANICAL PLAN
M003	CLUB LEVEL MECHANICAL PLAN
M004	SUITE LEVEL MECHANICAL PLAN
M005	UPPER CONCOURSE MECHANICAL PLAN
M006	UPPER DECK MECHANICAL PLAN
M007	PRESS LEVEL MECHANICAL PLAN
M008	CATWALK MECHANICAL PLAN
M009	WATER FLOW DIAGRAMS
M010	WATER FLOW DIAGRAMS
M011	AIR FLOW DIAGRAMS
M012	AIR FLOW DIAGRAMS
M013	DETAILS
M014	DETAILS
E001	ELECTRICAL RISER DIAGRAM

EXHIBIT 2.4.1

CONSTRUCTION PHASE DOCUMENTS

ISSUE #4

CONSTRUCTION PHASE DOCUMENTS
ISSUE #4

Addenda Number	Date	Pages
4.1	5/1/95	2 pages

DOCUMENT 00004
LIST OF DRAWINGS

GENERAL PROJECT INFORMATION

G000 Series

G001	General Notes/List of Drawings	Revised	12/07/94

CIVIL

C101	Utility Demolition Plan	Deleted	
C102	Utility Plan 1 of 2	Issued	04/18/95
C103	Utility Plan 2 of 2	Issued	04/18/95
C120	Plan Storm Sewer	Deleted	
C120.1	Plan Storm Sewer	Issued	04/18/95
C121	Plan Storm Sewer	Deleted	
C122	Storm Sewer Profiles	Deleted	
C122.1	Storm Sewer Profiles	Issued	04/18/95
C130	Plan Water Line and Sanitary Sewer	Deleted	
C131	Sanitary Sewer Profile	Deleted	
C132	Water and Sewer Details	Revised	04/18/95
C133	Manhole Details	Reissued	04/18/95
C134	Paving and Sidewalk Details	Revised	04/18/95
C135	Parking Lot and Miscellaneous Details	Issued	04/18/95
C150	Arena Grading Plan	Issued	04/18/95
C151	Parking Lot Site Plan	Issued	04/18/95
C152	Parking Lot Grading Plan	Issued	04/18/95
C153	Parking Lot Profiles	Issued	04/18/95
C154	Parking Lot Drainage Plan	Issued	04/18/95
C155	Existing Topography & Parking Lot Demolition Plan	Issued	04/18/95

LANDSCAPE

LS Series

LS1	Survey (1" = 60")	Reference Only	10/25/94
LS2	Partial Survey (1" = 20")	Reference Only	10/25/94

ARCHITECTURAL

A100 Series - Site Drawings

A101	Site Plan (1" = 60")	Revised	04/18/95
A102	Enlarged Site Plan (1" = 20")	Revised	04/18/95
A103	Landscape Plan	Issued	04/18/95
A104	Landscape Plan	Issued	04/18/95
A110	Landscape Plan	Issued	04/18/95

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01050	Field Engineering	Issued	08/22/94
01060	Regulatory Requirements	Revised	12/29/94
01065	Special Design Requirements	Issued	12/29/94
01095	Reference Standards and Definitions	Revised	12/07/94
01300	Submittals	Revised	12/29/94
01301	Submittal Transmittal Form	Revised	12/07/94
01311	Contractor Prepared Network Analysis	Revised	12/07/94
01400	Quality Control	Revised	12/07/94
01402	Structural Quality Control	Revised	10/25/94
01500	Construction Facilities and Temporary Controls	Revised	12/29/94
01511	Construction Electricity & Lighting	Issued	08/22/94
01600	Material and Equipment	Issued	08/22/94
01630	Product Options and Substitutions	Revised	12/07/94
01631	Substitution Request Form	Revised	12/07/94
01700	Contract Closeout	Revised	12/29/94

DIVISION 2 - SITEWORK

02060	Site Preparation/Clearing/Demolition	Revised	10/25/94
02200	Earthwork	Revised	12/07/94
02270	Erosion/Sediment Control and Topsoil	Revised	10/25/94
02700	Site Utilities	Revised	04/18/95
	Geotechnical Report	Issued	03/21/94

EXHIBIT 2.3.1 DESIGN DEVELOPMENT PHASE DOCUMENTS

EXHIBIT 2.4.2 CONSTRUCTION BID PACKAGES

Construction Issue No. 1

Construction Issue No. 1 dated August 22, 1994
Addenda to Construction Issue No. 1:
1.1, dated September 12, 1994
1.2, dated September 16, 1994
1.3, dated September 19, 1994, and
1.4, dated September 22, 1994

Construction Issue No. 2

Construction Issue No. 2 dated October 25, 1994
Addenda to Construction Issue No. 2:
2.1, dated November 8, 1994
2.2, dated November 17, 1994
2.3, dated November 23, 1994, and
2.4, dated November 28, 1994

Construction Issue No.3

Construction Issue No. 3 dated December 7, 1994
Addenda to Construction Issue No. 3:
3.1, dated December 22, 1994
3.2, dated December 29, 1994, and
3.3, dated January ___, 1995
3.4, dated _____, 1995

EXHIBIT 3.2.3 POST-CONSTRUCTION SERVICES

EXHIBIT 8.2 STIPULATED PAYMENTS

(a) PRIOR TO COMMENCEMENT OF CONSTRUCTION ADMINISTRATION PHASE

NOT APPLICABLE

(b) AFTER COMMENCEMENT OF CONSTRUCTION ADMINISTRATION PHASE

The Architect shall receive an amount equal to the sum of the following:

1. An amount equal to the product of (i) the amount of the Architect's Fixed Fee as is allocated to the Construction Administration Phase as described in Subsection 13.1.2, multiplied by (ii) the percentage of the Construction Administration Phase services theretofore performed by the Architect prior to the Architect's receipt of the notice of Permanent Abandonment (as described in Section 8.2 hereof), as reasonably estimated by the Architect. The Architect shall provide the Owner with such evidence (documentary or otherwise) reasonably requested by the Owner in support of the Architect's estimation of the Construction Administration Phase services performed by the Architect; and

2. The amount of any Reimbursable Charges of the Architect (as described in Section 12.2 hereof) that have been incurred by the Architect and not paid to the Architect prior to the Architect's receipt of the notice of Permanent Abandonment (as described in Section 8.2 hereof), taking into consideration any multiplier that may be applicable to such reimbursable Charges as described in Section 13.3.

Ch. Incoming

Lippes, Silverstein, Mathias & Wexler

ATTORNEYS

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* ALSO ADMITTED IN PA
** ALSO ADMITTED IN IL

May 26, 1995

VIA FAX

TO THE PERSONS ON THE ATTACHED LIST

Enclosed please find a copy of the "Side Letter" executed by Ellerbe Becket relating to clarification of their certificate "FP".

Please call me immediately with any questions.

Very truly yours,

LIPPES, SILVERSTEIN, MATHIAS & WEXLER

Terrence A. Greiner

TAG/dbm
Enclosures

~~DRAFT~~

[ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C. LETTERHEAD]

SHAWMUT BANK, N.A.

MARINE MIDLAND BANK

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
CITY OF BUFFALO, NEW YORK
COUNTY OF ERIE, NEW YORK

RE: Exhibit "FP"

To the Above:

As part of the financing arrangements between Crossroads Arena LLC and Shawmut Bank, N.A., Marine Midland Bank, and the New York State Urban Development Corporation, the City of Buffalo, and the County of Erie (collectively, the "Financing Participants") with respect to the construction of the Crossroads Arena, the Financing Participants each have requested that Ellerbe Becket Architects & Engineers, P.C. ("Ellerbe") execute a certificate entitled "EXHIBIT FP--Architect's Certificate Re: Plans and Specifications" ("Certificate FP") for the benefit of each of the Financing Participants.

The undersigned acknowledges that Ellerbe has in fact executed Certificate FP for each of the Financing Participants as of May 10, 1995, and at the request of the Financing Participants we wish to clarify the following with respect to such Certificates:

1. The certifications of Ellerbe contained in Paragraphs 1, 2 and 3 of Certificate FP include, but are not limited to, the Decision of the Buffalo/Rochester Uniform Code Board of Review regarding Petition No. 136-94-15: In the Matter of the Petition of: Crossroads Arena Corporation for a Variance to the New York State Uniform Fire Prevention and Building Code, dated December 7, 1994;

2. The certifications of Ellerbe contained in Paragraphs 1, 2 and 3 of Certificate FP include, but are not limited to, Waterfront Redevelopment Project No. N.Y.R.-35 Urban Renewal Plan Amendment adopted by the ~~Buffalo Urban Renewal Agency~~ City of Buffalo Common Council on ~~February~~ March 21, 1995; and

3. For the purposes of Certificate FP, the "Arena Plans and Specifications", as defined therein, shall include the location and dimensional requirements of the site of the

"Parking Structures" (as defined in Certificate F) as prepared by Ellerbe for Crossroads Arena LLC.

Very truly yours

ELLERBE BECKET ARCHITECTS & ENGINEERS, P.C.

X

(CEO)

ROBERT A. DEGEN HARDT

Ct Copy

AGREEMENT BETWEEN THE OWNER AND OWNER'S REPRESENTATIVE

AGREEMENT

made as of the 14th day of May in the year of Nineteen Hundred and Ninety-Five

BETWEEN the Owner:

Crossroads Arena LLC
Memorial Auditorium
140 Main Street
Buffalo, NY 14203

and the Owner's Representative:

Cannon Design, Inc.
2170 Whitehaven Road
Grand Island, NY 14072

For the following **Project:**

The Crossroads Arena, a major league sports facility of approximately seven hundred thousand (700,000) square feet with a seating capacity of approximately twenty thousand (20,000) seats with adjacent open lot parking for approximately one thousand (1,000) cars (the "Arena"), and parking structure(s) for approximately one thousand one hundred twenty five (1,125) cars (the "Parking Structures"), located on approximately thirteen (13) acres in the City of Buffalo, New York, and bounded by Main Street, Perry Street, Baltimore Street and South Park Avenue thereof.

the Architect:

(Arena Building and Site)
Ellerbe Becket Architects and Engineers, P.C.
605 West 47th Street, Suite 200
Kansas City, MO 64112

(Restaurant Finishes)
espacio 1, inc.
2351 North Forest Road
Amherst, NY 14068

(Suite Finishes)
Gensler
0000
New York, NY 100--

The Krog Corp.
5505 Main Street
Williamsville, NY 14221

the Contractor:

(Arena Building and Site)
Huber Hunt & Nichols, Inc.
2450 S. Tibbs Avenue
Indianapolis, IN 46206

(Parking Structures)
The Krog Corp.
5505 Main Street
Williamsville, NY 14221

The Owner and Owner's Representative agree as set forth below.

ARTICLE 1 OWNER'S REPRESENTATIVE'S SERVICES AND RESPONSIBILITIES

The Owner's Representative covenants with the Owner to further the interests of the Owner by furnishing the Owner's Representative's skill and judgment and to cooperate with the Owner in achieving the Owner's objectives regarding cost, time and quality. The Owner's Representative agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Owner.

DEFINITIONS

1.1 All terms not otherwise defined herein shall maintain the definitions provided in the Agreement between Owner and Architect, dated May 9, 1995 (the "Architect's Agreement"), the Agreement between Owner and Contractor, dated May 19, 1995 (the "Construction Contract"), and the General Conditions to the Contract for Construction, dated May 12, 1995 (the "General Conditions").

1.1.1 "Project" shall mean the Project as defined in the recitals hereto.

1.1.2 "Architects" shall mean the Architect as defined in the Architect's Agreement, and any other architects engaged by the Owner to perform work on the Project.

1.1.3 "Contract Documents" shall mean the Contract Documents as defined in the Architect's Agreement, Construction Contract and General Conditions, and shall include the contracts, construction drawings, general conditions and other documents making up the contract documents of the Separate Contractors.

1.1.4 "Separate Contractors" shall mean the Separate Contractors as defined in the General Conditions, and shall include The Krog Corp., acting as construction manager of the Parking Structures described in the recitals hereto. Unless specifically noted otherwise, the term Separate Contractor shall also include suppliers to the Project.

BASIC SERVICES

The Owner's Representative's Basic Services are as described below:

1.2 GENERAL

1.2.1 Establish and subsequently administer a summary level Project management system for the Project. Include sub-systems for cost and schedule monitoring, Project documentation, progress reporting, change order management, and to assist the Architects in observing the quality of the Work as described herein.

1.2.2 At the direction of the Owner, act as the Owner's liaison with governmental agencies, public interest groups and other outside entities involved in the Project.

1.2.3 Establish a project directory containing names, addresses, telephone numbers, and functions of key individuals and companies connected with the Project.

1.2.4 Advise the Owner on organizational structure and lines of authority to efficiently carry out the services hereunder.

1.2.5 Establish and subsequently implement procedures for coordination among the Owner, Architects, Contractor and Separate Contractors with respect to the Project.

1.2.6 If the Owner's Representative observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner's Representative to the Owner, and the Owner's Representative shall provide the Owner with suggestions and alternatives to correct such fault, deficiency, defect or nonconformance.

1.2.7 The Owner's Representative shall provide the names of the Owner's Representative's key personnel who will be performing the work of the Owner's Representative under this Agreement and who will be devoting substantial time to the Project on Schedule 1.2.7 attached hereto. Such key personnel of the Owner's Representative shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Owner's Representative. If a key member of the Owner's Representative's personnel no longer capable of performing in his or her designated capacity, the Owner and the Owner's Representative shall agree on a mutually acceptable substitute. During the performance of the work of the Owner's Representative under this Agreement, the Owner's Representative shall keep a competent Project Manager at the Project site, fully authorized to act on behalf of the Owner's Representative. Notice from the Owner or the Architect to such Project Manager in connection with defective Work, instructions for performance of the Work, and for all other purposes under this Agreement or the Contract Documents shall be deemed to be notice of such issues to the Owner's Representative.

1.2.8 **Affirmative Action.** The Owner's Representative acknowledges that the Project is subject to the requirements of the Affirmative Action/Equal Opportunity Hiring Plan, and the Owner's Representative agrees to comply with the applicable terms and provisions thereof in the performance of its duties under this Agreement.

1.3 PRECONSTRUCTION PHASE

1.3.1 Develop and maintain the Master Activity Schedule for the Project.

1.3.2 Update the Master Activity Schedule periodically to reflect the current overall status of the Project. Upon identification of a Project component, expand the Master Activity Schedule to include activities for such components that coordinate and integrate with the Architects' activities, the Owner's activities, with the construction schedules of the Contractor and the Separate Contractors. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority.

1.3.3 Review preconstruction estimates prepared by the Contractor and Separate Contractors.

1.3.4 Assist the Owner in periodically updating the Project Budget, advise when a variance is identified relative to estimated vs. budgeted costs and recommend corrective action when estimated costs exceed budgeted costs.

1.3.5 Review the Architects' design documents as they are being prepared and, when requested by the Owner, recommend alternatives to reduce cost and maximize the value of the Owner's expenditures.

1.3.6 Review the Architects' design documents as they are being prepared and, when requested by the Owner, recommend "constructibility" solutions when design details are identified which impact construction feasibility, costs or schedules.

1.3.7 Attend regular meetings with the Owner and Architects during the development of design to discuss the progress of the Project, planned vs actual schedules, budget vs estimated costs, cost reduction alternatives, "constructibility" issues, etc.

1.3.8 Recommend bidding and contracting strategies for procurement of the various Project components. Assist the Owner in implementation of approved recommendations.

1.3.9 Advise on General Conditions and General Requirements documents and assist in their preparation.

1.3.10 Assist the Owner in developing and preparing forms of contract to be used on the Project.

1.3.11 Advise on requirements for Affirmative Action/Equal Opportunity Hiring Plan. Assist the Owner in implementing same.

1.3.12 Develop contractor interest in the Project and, as the Contract Documents are completed, assist the Owner in soliciting and analyzing competitive bids. Recommend to the Owner that such contracts be awarded and/or assist the Owner in negotiating price and terms with the successful bidder(s).

1.4 CONSTRUCTION PHASE

1.4.1 Monitor and report on the progress of the Architects, the Contractor and the Separate Contractors.

1.4.2 Coordinate and administer the various contracts awarded by the Owner and endeavor to complete the Project in accordance with the Owner's objectives of cost, time and quality. The Owner's Representative shall not be responsible for the acts, omissions, means, methods, techniques or procedures of the Contractor or Separate Contractors; nor for their failure to perform in accordance with the Contract Documents.

1.4.3 Develop and maintain an electronic Document Control System using the Primavera software system to systematically log and track project documentation including:

- Submittals
- Requests for Proposals
- Proposed Change Orders
- Change Orders
- Notices of Non Conformance
- General Correspondence
- Requests for Information
- Meeting Minutes

1.4.4 Schedule and conduct regular progress meetings at which Owner, Contractor, Separate Contractors, Architect and Owner's Representative can discuss jointly such matters as coordination, administrative procedures, progress, problems and scheduling. Prepare and distribute minutes of such meetings.

1.4.5 Arrange for and evaluate the Contractor's and Separate Contractors' detailed CPM schedules. Electronically incorporate same into the Master Activity Schedule, evaluate status and advise on coordination with other aspects of the Project.

1.4.6 Provide regular monitoring of the Contractor's and Separate Contractors' schedules as construction progresses to identify variances between scheduled and indicated completion dates. When requested by the Owner, provide summary reports of each monitoring and document changes in the schedule.

1.4.7 Monitor and evaluate the adequacy of the Contractor's and Separate Contractors' personnel, material deliveries and equipment relative to schedule requirements. Recommend corrective action when time requirements of a contact are not being met. Assist the Owner in implementing corrective action.

1.4.8 Assist Owner in periodically updating the approved Project Budget, incorporating approved changes as they occur. Recommend corrective action as appropriate when actual costs exceed budgeted costs and assist the Owner in implementing approved corrective action.

1.4.9 Develop and implement a system for the processing of Change Orders. Distribute requests for proposals, review the Contractor's and Separate Contractors' change proposals, submit recommendations to the Owner and assist in negotiating Change Orders.

1.4.10 Develop and implement a procedure for the review, approval, processing of applications for payment by the Architects, the Contractor and Separate Contractors. Review and recommend approval of same.

1.4.11 Review and approve the applications for payment from the Separate Contractors.

1.4.12 Assist the Owner in consolidating monthly applications for payment and other Project expenditures into a single document, in preparing cash flow projections, and total projected cost reports.

1.4.13 Receive and file Contractor's and Separate Contractors' jobsite safety programs. The Owner's Representative shall not be responsible for jobsite safety, performance of safety programs or the Contractor's and Separate Contractors' failure to perform in accordance with OSHA regulations.

1.4.14 Assist the Owner and Architects in obtaining regulatory agency approvals and permits.

1.4.15 Assist the Owner in selecting and retaining such professional services as surveying, testing laboratories, and special consultants. Coordinate, administer, and document the work of such consultants during the construction of the Project.

1.4.16 Assist the Owner and Architects in observing the work of the Contractor and Separate Contractors for defects and deficiencies, however, the Owner's Representative shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work on the Project. Implement a quality enforcement system which ties Contractor's and Separate Contractors' conformance with Contract Documents to monthly progress payments (i.e.: Notice of Non-Conformance System).

1.4.17 Arrange for and administer construction photographs to record the project on a monthly basis.

1.4.18 Receive, consider, and refer questions from the Contractor and Separate Contractors regarding interpretation of the Contract Documents to the Architects. Recommend solutions as appropriate. Record and track the disposition of the requests for information. Notify the appropriate party, in writing, when a delay in response threatens progress on the Project.

1.4.19 Establish and implement procedures for recording, tracking, and expediting the processing of shop drawings and samples. Notify the appropriate party, in writing, when a delay in the submittal cycle threatens progress on the Project.

1.4.20 Prepare and submit written monthly progress reports to the Owner including information on the current status of cost, time and quality parameters.

1.4.21 Review claims of the Contractor and Separate Contractors and advise the Owner regarding their merit and reasonable cost. Assist the Owner in negotiating the claims of the Contractor and Separate Contractors.

1.4.22 Observe the Contractor's and Separate Contractors' record drawings at intervals appropriate to construction completion and notify the Architects of any apparent failure to maintain up-to-date records.

1.4.23 Participate in Substantial Completion inspections, review the Contractor's and Separate Contractors' Contractor's List, review the Architects' Punch Lists, and schedule with the Contractor and Separate Contractors for the completion of items on such Punch Lists.

1.4.24 Assist the Owner's maintenance and operations personnel in the checkout of utilities, operations systems and mechanical systems, including Major Building Systems, equipment for readiness. Witness initial system start-up and testing by the Contractor and Separate Contractors.

1.4.25 Participate with the Architects in the Final Completion inspections.

1.4.26 Assist in the collection and delivery to the Owner of warranties or guarantees required of the Contractor and Separate Contractors.

1.4.27 Assist in the coordination and management of Owner occupancy in the Project.

1.4.28 The Owner's Representative will assist the Owner in defining the overall scope of fixture, furniture and equipment purchases for the Project and oversee the procurement and installation of same.

1.4.29 The Owner's Representative will be specifically responsible for overseeing the preparation of design drawings for the Parking Structures, Aud Club, Party Suite, Director's Room, the Headline Sports Bar and the Sabres Office Space. The Owner's Representative shall consult with the Owner on the specific design features of such work and oversee the coordination of the designs with the Construction Documents for the Project and for the Parking Structures.

1.4.30 The Owner's Representative will be responsible for overseeing the management and coordination of the construction activities associated with the construction of the Parking Structures, the construction and installation of the Aud Club, Headlines Bar, Party Suited, Sabres Office Space and Director's Room.

1.4.31 The Owner's Representative shall be responsible for overseeing that the initial installation and operation of the equipment and systems of the Project are in accordance with the Contract Documents and in good working order upon substantial completion, including, but not limited to:

1.4.31.1 Scheduling delivery, installation and testing of equipment and systems required in the Contract Documents;

1.4.31.2 Overseeing the start-up of equipment and systems of the Project and advising the Owner of same;

1.4.31.3 Ensuring that the requirements of all warranties (whether general or special) for equipment and systems installed at the Project have been complied with in order to properly effect such warranties.

1.5 ADDITIONAL SERVICES

The following Additional Services shall be performed upon authorization in writing from the Owner and shall be paid for as provided in this Agreement.

1.5.1 Services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the Owner.

1.5.2 Services related to Owner-furnished furniture, furnishings and equipment which are not a part of the Project.

1.5.3 Consultation on replacement of Work damaged by fire or other cause during construction, and furnishing services in conjunction with the replacement of such Work.

1.5.4 Services made necessary by the default of the Contractor or a separate contractor.

1.5.5 At the direction of the Owner, preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.5.6 Inspections of, and services related to, the Project after the end of the Construction Phase.

1.5.7 At the direction of the Owner, preparing design documents or providing design services related to the design and specification of the Project.

1.5.8 Detailed estimating of construction costs or value engineering during design or construction, other than general estimating services necessary to assist the Owner in evaluating Change Orders, Construction Change Directives or Minor Changes in the Work.

1.5.9 Detailed scheduling of individual construction contracts.

1.5.10 Provision of clerk of the Work or on-site inspection services beyond regular observation required to perform Scope of Services under this Agreement.

1.5.11 Compensation of consultants such as testing and inspection laboratory, photographer, surveys, etc.

1.5.12 Recruiting or training of maintenance personnel.

1.5.13 Services beyond the duration established in this Agreement.

1.6 TIME

1.6.1 The Owner's Representative shall perform Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.

ARTICLE 2 THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding the requirements of the Project.

2.2 The Owner shall provide a Project Budget, together with the intended scope of the work to be provided within said budget, for the construction cost(s) and related soft costs of the Project, which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the Owner. The Owner shall, at reasonable times during the duration of this Agreement, but no more than semi-annually, provide a statement of funds available for the Project upon the request of the Owner's Representative.

2.3 The Owner shall designate a single representative authorized to act in the Owner's behalf with respect to the Project. Such representative shall be fully acquainted with the Project and have authority to issue and approve the Project Budget and changes to the Project. The Owner, or such authorized representative, shall examine documents submitted by the Owner's Representative and shall render decisions pertaining thereto promptly to avoid delay in the progress of the Owner's Representative's services.

2.4 Unless directed by the Owner's Representative to act or refrain from acting, as the case may be, actions taken by, or events caused by the inaction of, the Architects, the Contractor, Separate Contractors or consultants engaged by the Owner, shall be the acts of the Owner and the Owner's Representative shall not be responsible or liable for them.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the Owner may require to verify the Project Applications for Payment or to ascertain how or for what purposes the Contractor and Separate Contractors have used the monies paid by or on behalf of the Owner.

2.7 The Owner shall furnish the Owner's Representative a sufficient quantity of Contract Documents to enable the Owner's Representative to perform its obligations hereunder.

2.8 The services, information and reports required by paragraphs 2.1 through 2.7, inclusive, shall be furnished at the Owner's expense, and the Owner's Representative shall be entitled to rely upon their accuracy and completeness.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Owner's Representative.

2.10 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Owner's Representative's responsibilities under this Agreement. The Owner shall notify the Owner's Representative of any such agreements, contracts or work on the Project that is not the responsibility of the Owner's Representative under this Agreement. The Owner's Representative shall notify the Owner if any such independent action will in any way compromise the Owner's Representative's ability to meet the Owner's Representative's responsibilities under this Agreement.

2.11 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Owner's Representative's services and the Work of the Contractor and Separate Contractors.

ARTICLE 3 CONSTRUCTION COST

3.1 The Construction Cost shall be the total of the final Contract Sum of the Construction Contract and the final contract sums of the contracts of all the Separate Contractors performing work on the Project.

3.3 The Owner's Representative's Basic Services relating to the Project Budget and cost estimates prepared by the Owner's Representative represent the Owner's Representative's best judgement as a professional familiar with the construction industry. It is recognized, however, that neither the Owner's Representative nor the Owner has control over the cost of labor, materials or equipment, over Contractor's and Separate Contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, the Owner's Representative cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Owner's Representative.

ARTICLE 4 CONSTRUCTION CONTRACTS

4.1 All of the work of the Project shall be performed by the Contractor and the Separate Contractors, and by the consultants engaged by, or on behalf of, the Owner. The Owner's Representative shall assist the Owner in requesting and receiving proposals from Contractor and Separate Contractors and contracts will be awarded by the Owner after the proposals are reviewed by the Architects, Owner's Representative and Owner.

4.2 The Owner, in the agreements with the Contractor and Separate Contractors, will describe the roles and responsibilities of the Owner's Representative and the duties of the Contractor and Separate Contractors to the Owner's Representative.

ARTICLE 5 REIMBURSABLE COSTS

5.1 The term Reimbursable Cost shall mean costs necessarily incurred in the proper performance of services and paid by the Owner's Representative. Payment for such costs shall be in addition to the Owner's Representative's Basic Compensation. Reimbursable Costs to be reimbursed shall be as follows:

5.1.1 Costs for outside consultants compensated by the Owner's Representative, when approved in advance by the Owner, shall be reimbursed at actual cost to the Owner's Representative plus 10% mark-up.

5.1.2 All office costs of the Owner's Representative incurred at the Project Site office and reasonably required for the Owner's Representative's performance of its duties hereunder, including lease, office furniture, fixtures and equipment, supplies, maintenance, custodial and security services and necessary repair costs, utilities, parking, networking and communications, postage, telegrams, fax, long-distance telephone calls, telephone service at the site, express mail, and similar petty cash items and similar office costs.

5.1.3 Reasonable transportation, traveling, moving, relocation, per diem and hotel expenses of the Owner's Representative or of his officers or employees involved in discharging the of duties of the Owner's Representative hereunder.

5.1.4 Cost of the premiums for Professional Liability Insurance, if required by the Owner.

5.1.5 Costs incurred due to an emergency affecting the safety of persons and property.

5.1.6 Cost of field office-based data processing equipment and software, and maintenance for same, incurred at the Project Site office in the performance of the services outlined in Article 1.

5.2 Reimbursable Cost items described in Section 5.1 shall be paid by the Owner at actual cost for the Owner's Representative.

ARTICLE 6 PAYMENTS TO THE OWNER'S REPRESENTATIVE

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 The Owner's Representative shall submit monthly to the Owner a statement showing in detail costs incurred on account of the Owner's Representative's Fee due or owed. Payment by the Owner to the Owner's Representative of the statement amount shall be made within thirty (30) days after it is submitted.

6.1.2 All amounts due or owed the Owner's Representative but unpaid shall bear interest at the interest rate equal to two percent (2%) per annum plus the annualized prime rate of interest for 90-day unsecured commercial loans, plus attorney's fees and legal costs to collect same.

6.1.3 If and to the extent that the time initially established for the Construction Phase of the Project is exceeded or extended through no fault of the Owner's Representative, compensation for Basic Services required for such extended period shall be computed as set forth in Paragraph 14.2.2 for Additional Services.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE COSTS

6.2.1 Payments on account of the Owner's Representative's Additional Services, and for Reimbursable Costs, shall be made within thirty (30) days of submittal of the Owner's Representative's detailed statement of Additional Services rendered or Reimbursable Costs incurred.

6.3 PAYMENT WITHHELD

6.3.1 No deductions shall be made from the Owner's Representative's compensation on account of retention, penalty, liquidated damages or other sums withheld from payments to Contractor and Separate Contractors, or on account of the cost of changes in Work.

6.4 PROJECT TERMINATION, SUSPENSION OR ABANDONMENT

6.4.1 **Termination.**

6.4.1.1 Termination by the Owner. This Agreement may be terminated by the Owner upon not less than five (5) days notice to the Owner's Representative (the "notice period") should the Owner's Representative materially breach the terms of the Contract through no fault of the Owner, and should the Owner's Representative not cure, or commence to cure, to the reasonable satisfaction of the Owner, such breach within such notice period.

6.4.1.2 Termination by Owner's Representative. This Agreement may be terminated by the Owner's Representative upon not less than fifteen (15) days notice to the Owner with simultaneous notice given by the Owner's Representative to each of the parties listed as an Additional Insured in Section 11.5 of the General Conditions or the designated agents or representatives thereof (the "Termination notice period") should:

6.4.1.2.1 the Owner not pay the Owner's Representative any amount due hereunder within fifteen (15) days of the due date thereof;

6.4.1.2.2 the Project be Permanently Abandoned pursuant to the provisions of Section 6.4.2 and should the Owner not issue a Notice to Continue the Work within such Termination notice period;

6.4.1.2.3 the Contractor stop the Work in accordance with the provisions of Section 13.1.2.2 of the General Conditions; or

6.4.1.2.4 the Contractor stop the Work in accordance with Section 13.1.2.3 of the General Conditions.

6.4.1.3 Tolling of Termination Provisions upon Assignment by Owner. In the event the Owner notifies the Owner's Representative that the Owner has commenced the assignment of the Contract Documents to a third party pursuant to the provisions of Sections 6.5.1 or 6.5.2 below, the Owner's Representative hereby agrees that any Termination notice period relating to a termination notice issued by the Owner's Representative either before or after the Owner's Representative's receipt of the notice of assignment shall be tolled for a period of ten (10) days, and that the assignee(s) shall have the right during such extended Termination notice period to cure (as provided in the Contract Documents) the events or conditions giving rise to the Owner's Representative's right to terminate this Agreement.

6.4.2 Permanent Abandonment. The Owner may permanently abandon the Project at any time and for any reason, and terminate this Agreement immediately, effective upon delivery of notice to the Owner's Representative that the Owner permanently abandons the Project. The Owner's Representative may treat the Project as permanently abandoned by the Owner upon fourteen (14) days written notice to the Owner (the "Permanent abandonment notice period") if the Work is stopped for a period of ninety (90) consecutive days in accordance with the provisions of the Contract Documents and should the Owner not issue a Notice to Continue the Work within such Permanent abandonment notice period.

6.4.3 Suspension. The Owner may suspend the Project and/or the performance of this Agreement immediately, effective upon delivery of notice to the Owner's Representative. The Owner's Representative shall cause its employees and agents to cease all work during the period of any such suspension, and the Owner's Representative shall resume the performance of its duties hereunder within a reasonable time of receipt from the Owner of notice of the cessation of the suspension. If the Project and/or the performance of the Contract is suspended by the Owner for more than ninety (90) consecutive days, the Owner's Representative may treat the Project as Permanently Abandoned pursuant to the provisions of Section 6.4.2.

6.4.4 *Payment on Termination, Permanent Abandonment or Suspension.*

6.4.4.1 If the Owner terminates or suspends this Agreement, or permanently abandons the Project, as provided above, or if the Owner's Representative terminates this Agreement as provided above, the Owner's Representative shall be entitled only to the actual amount of Basic Compensation and Reimbursable Expenses incurred by the Owner's Representative prior to such termination.

6.5 ASSIGNMENT

6.5.1 Assignment by Owner. The Owner's Representative hereby acknowledges that the Owner has collaterally assigned its rights, duties and benefits under this Agreement to certain of the parties listed as Additional Insureds in Section 11.5 of the General Conditions. Further, the Owner's Representative hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Owner's Representative, may assign, sublet or otherwise transfer its rights, duties and benefits under this Agreement to the Niagara Frontier Hockey Limited Partnership ("NFHLP"), or any organization or entity owned, controlled, owning, controlling or affiliated with the Owner or the NFHLP. The Owner's Representative further expressly agrees that the Owner's Representative shall

perform its obligations under the terms of this Agreement as may be assigned, sublet or transferred by the Owner pursuant to this Section.

6.5.2 Assignment to City or Buffalo Urban Renewal Agency. The Owner's Representative hereby expressly agrees that the Owner, without consent and upon seven (7) days written notice to the Owner's Representative, may assign, sublet or otherwise transfer its rights, duties and benefits under this Agreement to the City and/or the Buffalo Urban Renewal Agency ("BURA"). In such case, the Owner's Representative hereby agrees that the Owner's Representative shall, if so requested by the City and/or BURA, enter into an agreement with the City and/or BURA, as appropriate (the "City Agreement"), with such terms and conditions as are mutually acceptable to the Owner's Representative and the City and/or BURA, respectively; provided, however, the terms and conditions of the City Agreement shall not be inconsistent with the terms of this Agreement, and shall obligate the Owner's Representative to continue to perform its obligations hereunder relating to the construction of the Project.

6.5.3 Assignment by Owner's Representative. The Owner's Representative hereby expressly agrees that the Owner's Representative shall not assign, sublet or transfer this Agreement or any portion thereof to another person, and that any attempt to assign, sublet or transfer this Agreement or any thereof, without the Owner's prior written consent, shall be void and without effect.

6.6 TIME SCHEDULE FOR SERVICES

6.6.1 The Owner's Representative's services to be provided under this Agreement shall commence on September 1, 1994, and shall be completed upon the end of the Projected Term of Service as described in Section 13.1.1. In the event the construction schedule of the Project is extended beyond the Projected Term of Service, the Owner's Representative's compensation shall be equitably adjusted.

6.7 CHANGES IN THE PROJECT AND OTHER ADJUSTMENTS

6.7.1 The Owner, without invalidating this Agreement, may make or require changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, and the Owner's Representative's compensation and the Time Schedule being adjusted accordingly.

ARTICLE 7 OWNER'S REPRESENTATIVE'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Costs and costs pertaining to services performed on the basis of a Multiple of Direct Labor shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner at mutually convenient times.

ARTICLE 8 NO ARBITRATION

8.1 The Owner and Owner's Representative expressly agree that any claim, dispute, disagreement or other matter in question between them arising out of or relating to this Agreement or the Project shall not be subject to arbitration unless such parties mutually agree, in writing, at the time such claim, dispute, disagreement or other matter in question arises to settle such issue by arbitration. Should the Owner and the Owner's Representative agree to settle any such issue between them by arbitration according to the foregoing, such arbitration proceeding shall be administered by the American Arbitration Association pursuant to the Construction Industry Arbitration Rules ("CIAR") in effect at the time of the agreement to arbitrate; each party shall select one arbitrator and the two arbitrators so selected shall select the third arbitrator pursuant to Rule 15 of the CIAR--"Appointment of

Neutral Arbitrator by Party-Appointed Arbitrator.".

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law doctrine. The Owner and the Owner's Representative hereby consent, for themselves and their property, to the exclusive jurisdiction of state and federal courts situated in the State of New York in connection with any proceedings to interpret or enforce the provisions of this Agreement and in connection with the granting of any legal or equitable remedies in connection therewith. In addition to the foregoing, the Owner's Representative hereby designates and appoints Mark Mendell with an office at 2170 Whitehaven Road, Grand Island, New York 14072, as its authorized agent upon whom process may be served in any suit, claim, action or proceeding arising out of or relating to this Agreement and further agrees that service of any process required in connection with any court proceedings shall, if delivered to Mark Mendell by certified mail, return receipt requested, at the address set forth above, be deemed effective service for purposes of any such suit, claim, action or proceeding. The Owner's Representative hereby expressly waives the following defenses in any such suit, claim, action or proceeding: lack of jurisdiction over the person and improper venue.

9.2 The Owner and the Owner's Representative waive all rights against each other, and against the contractors, consultants, agents and employees of the other, for damages covered by any property insurance during construction, as set forth in the General Conditions of the Contract for Construction. The Owner and the Owner's Representative shall each require appropriate similar waivers from their contractors, consultants and agents.

9.3 The Owner's Representative shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, insecticides, petroleum products, polychlorinated biphenyl (PCB) or other toxic substances. The Owner agrees to hold harmless, defend and indemnify the Owner's Representative from any and all Environmental Liabilities the Owner's Representative incurs due to the presence of any Hazardous Materials on the Project site, to the extent such Hazardous Materials were not brought on to the Project site, or directed to be brought on to the Project site, by the Owner's Representative, or by any of its employees, agents or anyone for whose acts the Owner's Representative may be responsible. The Owner's Representative agrees to hold harmless, defend and indemnify the Owner, and each the parties identified as an "additional insured" in Section 11.5 of the General Conditions, from any and all Environmental Liabilities any of such parties incurs due to the presence of any Hazardous Materials brought on to the Project site, or directed to be brought on to the Project site, by the Owner's Representative, or by any of its employees, agents or anyone for whose acts the Owner's Representative may be responsible.

ARTICLE 10 SUCCESSORS AND ASSIGNS

10.1 The Owner and the Owner's Representative, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 11 EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between the Owner and the Owner's Representative and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Owner's Representative.

11.2 Nothing contained herein shall be deemed to create any contractual relationship between the Owner's Representative and any of the Architects, consultants, the Contractor and Separate Contractors, Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the Owner or the Owner's Representative which does not otherwise exist without regard to this Agreement.

11.3 This Agreement is intended for the benefit of the Owner and the Owner's Representative only, and not for the benefit of the Architects, consultants, the Contractor and Separate Contractors, Subcontractors, including suppliers, any of their employees or agents, or any other person. The Owner's Representative is acting as the Owner's agent under this Agreement.

ARTICLE 12 INSURANCE

12.1 The Owner's Representative shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Owner's Representative's employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of this Agreement and caused by negligent acts for which the Owner's Representative is legally liable.

12.2 The Owner will cause the Owner's Representative to be named as an additional insured on all Project insurance policies. With the exception of worker's compensation insurance and professional liability insurance required of the Owner's Representative, the Owner's Representative shall name as additional insureds all parties described in Section 11.5 of the General Conditions as Additional Insureds on all insurance policies required to be maintained by the Owner's Representative pursuant to this Agreement.

ARTICLE 13 BASIS OF COMPENSATION

The Owner shall compensate the Owner's Representative as follows:

13.1 BASIC COMPENSATION

13.1.1 For Basic Services, as described in Article 1, Basic Compensation shall be paid in an amount not to exceed $656,055.36, which shall be paid on a monthly basis and computed as follows:

Position	Billed but Unpaid Prior to Contract	Monthly Rate	Projected Term of Service	Employ-ment status	Subtotal for Projected Term	Total
Proj. Exec.	74,042.36	---	---	---	0	$ 74,042.36
Proj. Mgr.	52,755.00	10,800	4/1/95 to 12/31/96	100%	226,800	279,555.00
Interior Installation Director	-0-	7,600.00	6/1/95 to 12/31/95	50%	26,600.00	26,600.00
Interior Installation Director	-0-	7,600.00	1/1/96 to 12/31/96	100%	91,200.00	91,200.00
Asst. Project Manager	23,958	5,000.00	4/1/95 to 10/31/96	100%	110,200	134,158.00
Administra. Assistant	-0-	4,000.00	5/15/95 to 5/14/96	100%	48,000	48,000.00
Misc. Staff	2,500	-0-	---	---	---	2,500.00
Total Compensation						**$656,055.36**

ARTICLE 14 PERFORMANCE BONUS AND COMPENSATION FOR ADDITIONAL SERVICES

14.1 Upon the Owner's Representative satisfaction of the following performance criteria, the Owner's Representative shall receive as a Performance Bonus (in installments as described below), in addition to compensation for Basic Services:

14.1.0.1 Arena Completion: $100,000
The building achieving substantial completion by September 1, 1996 and subject to the City issuing a Certificate of Occupancy for the Arena on or before October 1, 1996.

14.1.0.2 Aud Club, Sabres Office Space and Headlines Bar Performance: $50,000
Subject to the Aud Club, Sabres Office Space and Headlines Bar achieving substantial completion by September 1, 1996 and not exceeding budget by more than 5%

14.1.0.3 Fixture, furniture and equipment procurement: $50,000
Subject to completion of the procurement for the fixture, furniture and equipment by September 1, 1996 and not exceeding budget by more than 5%.

14.1.0.4 Parking Structures Completion: $50,000
Subject to achieving substantial completion of the Parking Structures by September 1, 1996 and not exceeding budget by more than 5%.

14.1.1 The maximum aggregate Performance Bonus payable to the Owner's Representative under Section 14.1 shall be $250,000.

14.2 COMPENSATION FOR ADDITIONAL SERVICES

14.2.1 For Additional Services of the Owner's Representative, as described in Section 1.5, compensation shall be computed as follows:

Field Office Based Staff: Direct Labor times a multiplier of 2.0
Home Office Based Staff: Direct Labor times a multiplier of 3.0

14.2.2 For Reimbursable Costs, as described in Article 5, the actual costs incurred by the Owner's Representative as provided for herein.

This Agreement entered into as of the day and year first written above.

OWNER	OWNER'S REPRESENTATIVE
Crossroads Arena LLC 140 Main Street Buffalo, NY 14203	Cannon Design, Inc. 2170 Whitehaven Road Grand Island, NY 14072

By its Member, Arena, Inc.

By: _____
Larry Quinn, Executive Vice President

By: _____
Mark Mepdell, President

SCHEDULE 1.2.7

KEY PERSONNEL

Timothy Francis	Project Manager
Richard Hanson	Interior Installation Director
Anthony Quimby	Assistant Project Manager
Barron Marshall	Administrative Assistant
Doug Francis	Project Executive

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion } ss:

Before me, a Notary Public, personally came M. L. Daniel known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 22nd day of May, 19 95.

Jo Ann Montgomery
Jo Ann Montgomery Notary Public.

My Commission expires 9-23-96

Jud. 876 (9-57)

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Huber, Hunt & Nichols, Inc.
P.O. Box 128
Indianapolis, Indiana 46206

SURETY (Name and Principal Place of Business):
United States Fidelity and Guaranty Company
135 N. Pennsylvania, #1000
Indianapolis, Indiana 46204
-AND-
Fidelity and Deposit Company of Maryland
135 N. Pennsylvania, #1250
Indianapolis, Indiana 46204

OWNER (Name and Address):
Crossroads Arena LLC
140 Main Street
Buffalo, New York 14202

CONSTRUCTION CONTRACT
Date: May 19, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Description (Name and Location): The Crossroads Arena, Bounded by Main Street, Perry Street, Baltimore Street and South Park Street, Buffalo, New York

BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Modifications to this Bond: ☐ None ☒ See Page 3

CONTRACTOR AS PRINCIPAL Company: HUBER, HUNT & NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Vice President

SURETY Company: UNITED STATES FIDELITY AND GUARANTY COMPANY (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Insurance Partners, Inc.
7210 Georgetown Road, #700
Indianapolis, Indiana 46268
(317) 293-7300

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Ellerbe Becket Architects and Engineers, PC
605 W. 47th Street, Suite 200
Kansas City, Missouri 64112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

STATE OF INDIANA
COUNTY OF MARION } ss:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came

M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

JoAnn Montgomery
Notary Public

Commission Expires 9-23-96

BR (44) 11

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: HUBER, HUNT & NICHOLS, INC. (Corporate Seal)	SURETY Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Corporate Seal)
Signature: _____ Name and Title: M. V. Furlow, Jr. Address: Vice President	Signature: _____ Name and Title: M. L. Daniel Address: Attorney-In-Fact

1034052

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis, State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August, A.D. 19 93, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 19 95.

(Signed) .....
NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May, 19 95.

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } SS:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

Assistant Secretary

L1428c -044-0258

FOR INQUIRY PURPOSES ONLY
LOUISIANA TITLE INSURANCE

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } SS:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

Assistant Secretary

L1428c -044-0258

FOR INSPECTION LOOK FOR THE RED INTERLINE

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion } ss:

Before me, a Notary Public, personally came M. L. Daniel known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 22nd day of May, 19 95.

Jo Ann Montgomery
Jo Ann Montgomery Notary Public.

My Commission expires 9-23-96

Jud. 876 (9-57)

THE AMERICAN INSTITUTE OF ARCHITECTS

ISSUED IN DUPLICATE
BOND #31-0120-44505-95-5

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Huber, Hunt & Nichols, Inc.
P.O. Box 128
Indianapolis, Indiana 46206

SURETY (Name and Principal Place of Business):
United States Fidelity and Guaranty Company
135 N. Pennsylvania, #1000
Indianapolis, Indiana 46204
-AND-
Fidelity and Deposit Company of Maryland
135 N. Pennsylvania, #1250
Indianapolis, Indiana 46204

OWNER (Name and Address):
Crossroad Arena LLC
140 Main Street
Buffalo, New York 14202

CONSTRUCTION CONTRACT
Date: May 19, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Description (Name and Location): The Crossroads Arena, Bounded by Main Street, Perry Street, Baltimore Street and South Park Street, Buffalo, New York

BOND
Date (Not earlier than Construction Contract Date): May 22, 1995 ($84,350,180.00)
Amount: Eighty-four million three hundred fifty thousand one hundred eighty DOLLARS
Modifications to this Bond: ☐ None ☒ See Page 6

CONTRACTOR AS PRINCIPAL
Company: HUBER, HUNT NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Vice President

SURETY
Company: UNITED STATES FIDELITY AND GUARANTY COMPANY (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Insurance Partners, Inc.
7210 Georgetown Road, #700
Indianapolis, Indiana 46268
(317) 293-7300

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Ellerbe Becket Architects and Engineers, PC
605 W. 47th Street, Suite 200
Kansas City, Missouri 64112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came

M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

Commission Expires 9-23-96

Johnn Montgomery
Notary Public

BR (44) 11

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE DUAL OBLIGEE RIDER ATTACHED

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: HUBER, HUNT & NICHOLS, INC. (Corporate Seal)

Signature: _____
Name and Title: M. V. Furlow, Jr.
Address: Vice President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Corporate Seal)

Signature: _____
Name and Title: M. L. Daniel
Address: Attorney-In-Fact

1034051

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowen

of the City of Indianapolis, State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August, A.D. 1993.

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August, A.D. 1993, before me personally came Robert J. Lamendola, Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 1995.

(Signed) .....
NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May, 1995.

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By _____ *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } SS:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD.

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of May, 1995.

_____ *Assistant Secretary*

L1428c -044-0258

FOR YOUR PROTECTION
LOOK FOR THE F&D WATERMARK

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion } ss:

Before me, a Notary Public, personally came M. L. Daniel known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 22nd day of May, 19 95.

Jo Ann Montgomery
Jo Ann Montgomery Notary Public.

My Commission expires 9-23-96

Jud. 876 (9-57)

Notary Public

BR (44) 11

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 22nd day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came M. L. Daniel, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.....is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

Commission Expires 9-23-96

JoAnn Montgomery
Notary Public

BR (44) 11

DUAL OBLIGEE RIDER

TO BE ATTACHED TO AND FORM PART OF Performance and Payment Bond No. 31-0120-44505-95-5, dated concurrently with the execution of this rider, issued by the **United States Fidelity and Guaranty Company - AND - Fidelity and Deposit Company of Maryland**, Maryland Corporations, as Surety, on behalf of Huber, Hunt & Nichols, Inc. as Principal, and in favor of Crossroads Arena LLC and Marine Midland Bank as Agent as Obligees.

IT IS HEREBY UNDERSTOOD AND AGREED that the above described bond is hereby amended to include the following paragraph:

"Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the principal or surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth."

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond except as hereinbefore set forth.

SIGNED, SEALED AND DATED this 22nd day of May, 1995.

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: _____
M. L. Daniel, Attorney-In-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____
M. L. Daniel, Attorney-In-Fact

1034067

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis , State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August , A.D. 1993 .

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August , A.D. 19 93 , before me personally came Robert J. Lamendola , Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 19 95 .

(Signed) .....
NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 22nd day of May , 19 95 .

.....
Assistant Secretary

FS 3 (10-92)

STATE OF INDIANA
COUNTY OF MARION } SS:

On this 24th day of May 19 95, before the subscriber, a Notary Public, of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came John S. Modrall, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same; and being by me duly sworn, deposes and says that .....he is the said Attorney-in-Fact for the Company aforesaid, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and that said corporate seal and h.is signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

Jo Ann Montgomery
Notary Public

Commission Expires 9-23-96

BR (44) 11

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana
COUNTY OR CITY OF Marion } ss:

Before me, a Notary Public, personally came John S. Modrall known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 24th day of May, 19 95.

Jo Ann Montgomery
Jo Ann Montgomery Notary Public.

My Commission expires 9-23-96

Aud. 876 (9-87)

RIDER

Issued In Duplicate

KNOW ALL MEN BY THESE PRESENTS, that Huber, Hunt & Nichols, Inc. as Principal and **United States Fidelity and Guaranty Company -AND- Fidelity and Deposit Company of Maryland**, as Sureties, under Bond No. 31-0120-44505-95-5, dated the 22nd day of May, 1995, in favor of **Crossroads Arena LLC and Marine Midland Bank as Agent**, as Obligees, agree that the **Contract Date** of said bond be amended as follows:

FROM: May 19, 1995

TO: May 10, 1995

PROVIDED, HOWEVER, that said bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that this bond and all riders attached thereto, including this rider, shall not be cumulative.

THIS RIDER shall become effective this **10th** day of **May, 1995.**

SIGNED, SEALED AND DATED this **24th** day of **May, 1995.**

HUBER, HUNT & NICHOLS, INC.

BY: _____
M. V. Furlow, Jr., Vice President

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: _____
John S. Modrall
Attorney-In-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____
John S. Modrall
Attorney-In-Fact

1034086

UNITED STATES FIDELITY AND GUARANTY COMPANY

POWER OF ATTORNEY
NO. 107874

USF+G INSURANCE

KNOW ALL MEN BY THESE PRESENTS: That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
M. L. Daniel, John S. Modrall and Sheri A. Lowden

of the City of Indianapolis , State of Indiana its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Senior Vice President and Assistant Secretary, this 13th day of August , A.D. 1993 .

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Signed) By.....
Senior Vice President

(Signed) By.....
Assistant Secretary

STATE OF MARYLAND)
SS:
BALTIMORE CITY)

On this 13th day of August , A.D. 1993 , before me personally came Robert J. Lamendola , Senior Vice President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Paul D. Sims , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Robert J. Lamendola and Paul D. Sims were respectively the Senior Vice President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Senior Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March A.D. 1995 .

(Signed) .....
NOTARY PUBLIC

NOTICE: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1992:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Paul D. Sims , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on September 24, 1992 and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on this 24th day of May , 1995 .

.....
Assistant Secretary

FS 3 (10-92)

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John S. Modrall, Sheri A. Lowden and M. L. Daniel, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John S. Modrall, etal, dated September 16, 1992.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 1995

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

Assistant Secretary

By *Vice-President*

STATE OF MARYLAND
COUNTY OF BALTIMORE } ss:

On this 9th day of March, A.D. 1995, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came C. M. PECOT, JR., Vice-President and C. W. ROBBINS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE COUNTY, MD

CAROL J. FADER *Notary Public*

My Commission Expires August 1, 1996

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 24th day of May, 1995.

Assistant Secretary

L1428c -044-0258

FOR YOUR PROTECTION LOOK FOR THE 24K GOLD SEAL

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,. . . and to affix the seal of the Company thereto."

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
UDC AS AGENT FOR
CITY OF BUFFALO AND
BUFFALO URBAN RENEWAL AGENCY

PARKING GARAGE / KROG

received
5.24.95
CHH

Agreement between

Owner and Design/Builder

TABLE OF ARTICLES

PART I AGREEMENT-PRELIMINARY DESIGN AND BUDGETING

1. GENERAL PROVISIONS
2. DESIGN/BUILDER
3. OWNER
4. TIME
5. PAYMENTS
6. ARBITRATION
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PART 2 AGREEMENT - FINAL DESIGN AND CONSTRUCTION

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2. THE WORK OF PART II OF THIS CONTRACT
3. RELATIONSHIP OF THE PARTIES
4. PROJECT CONSTRUCTION SCHEDULE, DATE OF COMMENCEMENT, DATE OF SUBSTANTIAL COMPLETION, AND INTERIM MILESTONES
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7. REIMBURSABLE COST OF THE WORK
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15. TERMINATION, SUSPENSION OR PERMANENT ABANDONMENT

Agreement Between

Owner and Design/Builder

This Document comprises two separate Agreements: Part 1 Agreement-Preliminary Design and Budgeting and Part 2 Agreement-Final Design and Construction. Hereinafter, the Part 1 Agreement is referred to as Part 1 and the Part 2 Agreement is referred to as Part 2. Before executing Part 1, the parties should reach substantial agreement on Part 2.

PART I AGREEMENT-PRELIMINARY DESIGN AND BUDGETING

AGREEMENT

made as of the ____ day of May in the year of Nineteen Hundred and Ninety Five

BETWEEN the Owner: Crossroads Arena LLC
140 Main Street
Buffalo, New York 14202

and the Design/Builder: The Krog Corp.
c/o Albrecht, Maguire, Heffern & Gregg, P.C.
2100 Main Place Tower
Buffalo, New York 14202

For the following Project:

An automobile parking structure to hold an aggregate of approximately one thousand one hundred fifty (1,150) automobiles and located on a site in downtown Buffalo, New York, bounded by Main, Perry, Illinois Streets and South Park Avenue, as further described in Parts 1 and 2 of this Agreement.

The architectural services described in Article 2 will be provided by the following person or entity who is lawfully licensed to practice engineering:

Peter Krog, P.E.
The Krog Corp.
c/o Albrecht, Maguire, Heffern & Gregg, P.C.
2100 Main Place Tower
Buffalo, New York 14202

The Owner and the Design/Builder agree as set forth below.

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Project is the total design and construction for which the Design/Builder is responsible under Part 1, including all professional design services and all labor, materials and equipment used or incorporated in such design and construction.

1.1.2 The Work comprises the completed construction designed under the Project and includes labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 This Part 1 shall be signed in not less than duplicate by the Owner and Design/Builder.

1.2.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 Original drawings, specifications, blueprints, plans, technical specifications, all materials and specifications required prior to design, and all files (including, but not limited to, input and output files) and data used in computer-aided drafting or design and any other data and graphical input and output files ("CADD Files") used in the design process of the Design/Builder or the respective Additional Architect shall be the property of the Owner, for use solely with respect to the Project, whether the Project is completed or not.

1.3.2 The Owner, at its own risk and expense, may at any time use and deliver to third parties such CADD Files, documents or materials for any purpose relating to the Project without the Design/Builder's or the respective Additional Architect's consent. The information on the CADD Files shall be considered part of the Design/Builder's or the Additional Architect's instrument of service and shall not be used by the Owner or by a party authorized by the Owner to use the CADD Files on other projects, for additions to the Project, or for completion of the Project by another design professional, without appropriate legal protection provided to the Design/Builder or the respective Additional Architect as may be agreed to between Owner and Design/Builder or such Additional Architect, which agreement

shall not be unreasonably withheld. The Design/Builder or the respective Additional Architect may remove all indicia of ownership and/or involvement from the CADD Files if delivered by the Owner to a third party pursuant to this Subsection.

1.3.3 Any use or reuse of CADD Files that have been altered or adapted by the Owner or by others, without written verification of such alteration or adaptation by the Design/Builder or the respective Additional Architect for the specific purpose intended, will be at the Owner's sole risk and without liability or legal exposure to the Design/Builder or the respective Additional Architect. Any verification of such alteration or adaptation by the Design/Builder or the respective Additional Architect shall entitle the Design/Builder to further compensation as may be agreed to between the Owner and Design/Builder.

1.3.4 The Owner shall be promptly furnished with reproductions of the Schematic Design Phase Documents, Design Phase Documents and Construction Phase Documents and with computer tapes or disks containing the CADD Files upon their completion and at any other time reasonably requested by Owner. Upon completion of the Work, any assignment or termination of this Agreement or any reduction of the Design/Builder or the respective Additional Architect's services pursuant to the terms of Section 2.4 of Part 2, the Design/Builder or the respective Additional Architect will revise the aforesaid documents, materials and CADD Files to reflect the most recent, accurate and complete versions thereof, and promptly furnish the Owner with one complete set of reproducible record prints and/or computer tapes or disks of such documents, materials or CADD Files, as appropriate. All such reproductions, tapes or disks shall be the property of the Owner who may use them, at its own risk and expense, without Design/Builder or the respective Additional Architect's permission (subject to Subsection 1.3.1 for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. The Design/Builder or the respective Additional Architect shall be entitled to retain copies of any of such original documents, materials and CADD Files with respect to the Project.

1.3.5 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Additional Architects' common law copyrights or other reserved rights.

ARTICLE 2
DESIGN/BUILDER

2.1 SERVICES AND RESPONSIBILITIES

2.1.1 Design services shall be performed by qualified architects, engineers and other professionals employed by, or selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors, subcontractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in Part 1 shall create any professional obligation or contractual relationship between such persons and the Owner.

2.1.2 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/Builder to perform a portion of the Work, including their agents and employees.

2.2 BASIC SERVICES

2.2.1 The Design/Builder's Basic Services are as described below and in Article 10.

2.2.2 The Design/Builder shall review the Owner's program to ascertain requirements of the Project and shall review such requirements with the Owner.

2.2.3 The Design/Builder shall provide, after consultation with the Owner, a preliminary evaluation of the program and Project budget, each in terms of the other.

2.2.4 The Design/Builder shall review with the Owner alternative approaches to design and construction of the Project.

2.2.5 The Design/Builder shall submit to the Owner a Proposal including the completed Preliminary Design Documents, a statement of the proposed contract sum, a proposed schedule for completion of the Work under Part 2 and all other information necessary to complete Part 2. Preliminary Design Documents shall consist of preliminary design drawings, outline specifications and other documents to fix and describe the size, quality and character of the entire Project, its architectural, structural, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate. If the Proposal is accepted by the Owner, they shall then execute Part 2. Modifications to the Proposal before execution of Part 2 shall be recorded in writing as an addendum and be identified in the Contract Documents of Part 2.

2.3 *ADDITIONAL SERVICES*

All other services requested by the Owner and mutually agreed to in writing by the Owner and Design/Builder in Part 1, including, among others, changes in Project scope and program, shall constitute Additional Services and shall be paid for by the Owner as provided in Part 1.

ARTICLE 3
OWNER

3.1 The Owner shall provide information regarding requirements for the Project, including but not limited to the Owner's design objectives, constraints and criteria.

3.2 If the Owner provides a budget for the Project, it shall explicitly include as separate line items contingencies for changes in the design and construction and other costs which are the responsibility of the Owner. No budget shall constitute a fixed limit of construction cost unless such limit has been agreed to in writing by the Design/Builder.

3.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project (the "Owner's Representative"). The Owner or the Owner's Representative shall examine the documents submitted by the Design/Builder and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of design and construction.

3.4 The Owner shall cooperate with the Design/Builder in identifying required permits, licenses and inspections, and shall take appropriate action with reasonable promptness.

3.5 Prior to commencement of Basic Services, the Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, elevations and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines, both public and private, above and below grade, including inverts and depths.

3.6 The Design/Builder shall furnish services of geotechnical engineers and other consultants when such services are deemed necessary by the Design/Builder. Geotechnical engineers or other consultants shall be selected by mutual agreement. Such services shall include, as required, applicable test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, and other necessary operations for determining subsoil, air

and water conditions, with reports and appropriate professional recommendations.

3.7 The services, information, surveys and reports required by Paragraphs 3.5 and 3.6 shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon their accuracy and completeness.

3.8 If either party observes or otherwise becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to the other party.

3.9 The Owner shall furnish required information and services and shall render decisions with reasonable promptness to avoid delay in the orderly progress of the Design/Builder's services.

3.10 The Owner shall communicate with contractors only through the Design/Builder.

ARTICLE 4
TIME

4.1 The Design/Builder shall provide the Basic and Additional Services as expeditiously as is consistent with reasonable skill and care and shall complete the services in the time provided in Article 10.

ARTICLE 5
PAYMENTS

5.1 The initial payment provided in Article 9 shall be made upon execution of this Part 1 and credited to the Owner's account as provided in Subparagraph 9.1.2.

5.2 Subsequent payments for Part 1 Basic Services, Additional Services and Reimbursable Expenses shall be made by the Owner to the Design/Builder on the basis set forth in Article 9.

5.3 Within thirty (30) days of the Owner's receipt of a properly submitted Application for Payment, the Owner shall make payment to the Design/Builder.

5.4 Payments due the Design/Builder under Part 1 which are not paid when due shall bear interest from the date due at the rate specified in Paragraph 9.5.

ARTICLE 6
NO ARBITRATION

6.1 All claims, disputes or disagreements shall be treated under Section 5.4 of the General Conditions.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of law doctrine. The Owner and the Design/Builder hereby consent, for themselves and their property, to the exclusive jurisdiction of state and federal courts situated in the State of New York in connection with any proceedings to interpret or enforce the provisions of this Agreement and in connection with the granting of any legal or equitable remedies in connection therewith. In addition to the foregoing, the Design/Builder hereby designates and appoints Jerome D. Adner, residing at 425 Woodland Drive, Orchard Park, New York 14127, as its authorized agent upon whom process may be served in any suit, claim, action or proceeding arising out of or relating to this Agreement and further agrees that service of any process required in connection with any court proceedings shall, if delivered to Jerome D. Adner by certified mail, return receipt requested, at the address set forth above, be deemed effective service for purposes of any such suit, claim, action or proceeding. The Design/Builder hereby expressly waives the following defenses in any such suit, claim, action or proceeding: lack of jurisdiction over the person and improper venue.

7.2 The table of contents and the headings of articles and paragraphs are for convenience only and shall not modify rights and obligations created by Part 1.

7.3 In case a provision of Part 1 is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

7.4 SUCCESSORS AND ASSIGNS

7.4.1 This Part 1 shall be binding on successors, assigns and legal representatives of and persons in privity of contract with the Owner or Design/Builder.

7.5 EXTENT OF AGREEMENT

7.5.1 Part 1 incorporates by reference, as if fully set forth herein, the terms of the General Conditions.

7.5.2 Part 1 represents the entire agreement for Preliminary Design and Budgeting and supersedes all prior negotiations, representations or agreements. Part 1 may be amended only by written instrument signed by both Owner and Design/Builder.

7.6 In case of termination of any Additional Architect, the Design/ Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection.

ARTICLE 8
TERMINATION, SUSPENSION, PERMANENT ABANDONMENT

8.1 This Agreement may be Terminated and/or the Project Suspended or Permanently Abandoned pursuant to Article 13 of the General Conditions.

ARTICLE 9
BASIS OF COMPENSATION

The Owner shall compensate the Design/Builder in accordance with Article 5, Payments, and the other provisions of Part 1 as described below.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 FOR BASIC SERVICES, compensation shall be as follows:

9.1.2 AN INITIAL PAYMENT of TWENTY THOUSAND DOLLARS ($20,000.00) shall be made upon execution of Part 1 and credited to the Owner's account.

9.1.3 SUBSEQUENT PAYMENTS shall be as follows:

9.1.3.1 The Owner shall pay the Design/Builder an amount equal to TWENTY THOUSAND DOLLARS ($20,000.00) upon the Design/Builder's submission of structural drawings for the Project that are approved by the Owner and the City of Buffalo, New York. This payment shall be credited to the Owner's account.

9.1.3.2 The Owner shall pay the Design/Builder an amount equal to TWENTY THOUSAND DOLLARS ($20,000.00) upon the Design/Builder's submission of the balance of the drawings comprising the Construction Drawings for the Project that are approved by the Owner and the City of Buffalo, New York. This payment shall be credited to the Owner's account.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

9.2.1 FOR ADDITIONAL SERVICES, compensation shall be as agreed upon by Owner and Design/Builder, which agreement shall not be unreasonably withheld.

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable Expenses are in addition to Compensation for Basic and Additional Services and include actual expenditures made by the Design/Builder and the Design/Builder's employees and contractors in the interest of the Project for the expenses listed as follows:

9.3.1.1 The costs and expenses to the Design/Builder for fees of Additional Architects and Additional Engineers, in an amount not to exceed SEVENTY FIVE THOUSAND DOLLARS ($75,000.00).

9.3.1.2 Any amount reimbursed by the Owner to the Design/Builder as a Reimbursable Expense under this Part 1 shall be treated as part of the Projected Cost of the Work, as described in Part 2.

9.3.2 FOR REIMBURSABLE EXPENSES, compensation equal the cost thereof to the Design/Builder.

9.4 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.5 INTEREST PAYMENTS

9.5.1 For the purposes of this Agreement, any payments due and unpaid under the Contract Documents shall bear interest annually from the date payment is due at the prime rate of interest for unsecured commercial loans, as announced by Marine Midland Bank, N.A., in Buffalo, New York, from time to time.

9.6 IF THE SCOPE of the Project is changed materially, the amount of compensation shall be equitably adjusted.

9.7 The compensation set forth herein shall be equitably adjusted if through no fault of the Design/Builder the services have not been completed within twelve (12) months of the date of Part 1.

ARTICLE 10
OTHER PROVISIONS

10.1 The Basic Services to be performed shall be commenced on April 1, 1995 and, subject to authorized adjustments and to delays not caused by the Design/Builder, shall be completed in calendar days.

This Part 1 entered into as of the day and year first written above.

OWNER

CROSSROADS ARENA LLC

By Arena, Inc., its member

By _____

DESIGN/BUILDER

THE KROG CORP.

By _____

KROG -
parking
structure

AGREEMENT

BETWEEN OWNER AND DESIGN/BUILDER

PART II - FINAL DESIGN AND CONSTRUCTION

AGREEMENT

made as of the _____ day of _____, 1995

between the OWNER:

CROSSROADS ARENA LLC
140 MAIN STREET
BUFFALO, NEW YORK 14202

and

the DESIGN/BUILDER:

THE KROG CORP.
c/o ALBRECHT, MAGUIRE, HEFFERN & GREGG, P.C.
2100 MAIN PLACE TOWER
BUFFALO, NEW YORK 14202

for the following **PROJECT:**

The Crossroads Parking Structure, a structure containing approximately one thousand one hundred fifty (1,150) spaces for automobile parking, located on approximately thirteen (13) acres in the City of Buffalo, New York, and bounded by Main Street, Perry Street, Illinois Street and South Park Street thereof.

THE OWNER AND DESIGN/BUILDER AGREE AS SET FORTH BELOW:

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ARTICLE 1 THE CONTRACT AND CONTRACT DOCUMENTS

1.1 The Contract for Construction (the "Contract") between the Owner and the Design/Builder is represented by the Contract Documents, and the Contract represents the entire and integrated agreement between the Owner and the Design/Builder relating to the Project, and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 The Contract Documents consist of the Agreement between Owner and the Design/Builder, Part 1 - Preliminary Design and Budgeting ("Part 1"), the Agreement between Owner and Design/Builder, Part 2 - Final Design and Construction ("Part 2"), the Conditions of the Contract (General and other Conditions as may be issued or modified during the term of the Contract as agreed to by the Owner and Design/Builder), Drawings, Specifications, Affirmative Action/Equal Opportunity Hiring Plan (attached hereto as "Exhibit A"), Addenda issued prior to execution of this Part 2, other documents listed in this Part 2, the Bidding Requirements and other documents made part of the Bid Packages, and Modifications issued after execution of this Part 2. The above documents are as fully a part of the Contract as if attached to this Part 2 or repeated herein. The Design/Builder

specifically acknowledges that the Project is subject to the requirements of the Affirmative Action/Equal Opportunity Hiring Plan, and the Design/Builder agrees to comply with the terms and provisions thereof, and shall obligate the Additional Architects and Subcontractors to comply with terms and provisions thereof, in the performance of the Work. An enumeration of the Contract Documents, other than Modifications, appears in Schedule 1.2. The terms and provisions of this Part 2 shall supersede and govern over any conflicting or inconsistent terms or provisions contained in any other Contract Document, specifically including any conflicting terms or provisions of the General Conditions. Terms used in this Part 2 which are not defined herein but are defined in any Contract Document shall have the meaning designated in such Contract Document.

ARTICLE 2 THE WORK OF PART 2 OF THIS CONTRACT

2.1 The Design/Builder shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Notwithstanding anything to the contrary in the Contract Documents, the Design/Builder shall be solely responsible for all construction means, methods, techniques, sequences and procedures for the performance of the Work. The Work of Part 2 this Contract includes the final design

and construction of the Project, and includes all professional design services and all labor, materials and equipment used or incorporated in such design and construction.

2.2 The Design/Builder shall furnish only skilled and properly trained staff for the performance of the Work. The Design/Builder shall provide the names of the Design/Builder's key personnel who will be performing the Work and who will be devoting substantial time to the Project on Schedule 2.2 attached hereto.

2.2.1 Such key personnel of the Design/Builder shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer or termination of employment with the Design/Builder. If a key member of the Design/Builder's personnel no longer capable of performing in his or her designated capacity, the Owner and the Design/Builder shall agree on a mutually acceptable substitute.

2.2.2 During the performance of the Work, the Design/Builder shall keep a competent Project Manager at the Project site, fully authorized to act on behalf of the Design/Builder. Notice from the Owner or the Design/Builder to such Project Manager in connection with defective Work, instructions for performance of the Work, and for all other

purposes under the Contract Documents shall be deemed to be notice of such issues to the Design/Builder.

2.3 Additional Services. The following Additional Services shall be performed by the Design/Builder during the progress of the Work upon authorization in writing from the Owner. The Owner shall reimburse the Design/Builder for all Reimbursable Costs of the Work (as described in Article 7) performed in connection with these additional services, plus a fee of six percent (6.0%) of such Reimbursable Cost of the Work. The Design/Builder shall include requisitions for payment for additional service in the appropriate Application(s) for Payment, and payment of amounts due the Design/Builder for such additional services shall be paid for as provided in Article 12.

2.3.1 Consultation on replacement of Work damaged by fire or other cause for which the Design/Builder is not responsible under the terms of the Contract Documents, and furnishing services in conjunction with the replacement of such Work.

2.3.2 Services made necessary by the default of a separate contractor of the Owner.

2.3.3 Preparing to serve or serving as a witness in connection with any public hearing, arbitration proceeding or legal proceeding not otherwise described in the Contract Documents.

2.3.4 Recruiting or training maintenance personnel.

2.3.5 Inspections of, and services related to, the Project after Final Payment by the Owner.

2.4 Reduction of Services by Owner. The Design/Builder and Owner hereby expressly agree that the Owner may, upon mutual agreement between the Design/Builder and the Owner, and with seven (7) days written notice to the Design/Builder, reduce any portion of the Design/Builder's services (together with any rights, duties or obligations of the Design/Builder concomitant therewith) contemplated by the terms of the Contract Documents. The Design/Builder further agrees that any such reduction of services by the Owner shall not be grounds for termination of this Contract by the Design/Builder and that the Design/Builder shall perform the remainder of the Design/Builder's services pursuant to the terms of this Contract.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

3.1 The Design/Builder accepts the mutual relationship of trust and confidence established by this Part 2 and the Contract Documents and covenants with the Owner to cooperate with the Owner's Representative and Owner and utilize the Design/Builder's best skill, efforts and judgment in furthering the interests of the Owner. The Design/Builder specifically agrees to furnish, in addition to the services described in Part 1, efficient business

administration and supervision; to recommend to the Owner and to incorporate, upon the Owner's instructions, value engineering alternatives for the Work whenever feasible; to furnish an adequate supply of workers and materials; and to perform the Work using the highest industry standards applicable to the Work and in the most expeditious and economical manner consistent with the interests of the Owner.

The Design/Builder shall provide information to, and communicate with, the Owner's Representative in a manner which allows the Owner's Representative to actively monitor the progress of the current Work as well as the schedule for installation and cost of future Work. Such information and communications shall be in such forms as are consistent with the applicable provisions of the General Requirements. Notwithstanding the above, the Design/Builder shall be obligated to communicate directly with the Executive Vice President of Arena, Inc. in instances where the Design/Builder believes that the progress of the Work or the Design/Builder's performance of its duties and obligations under the Contract Documents will be materially affected by (a) events or conditions that have occurred or exist, or that may be reasonably expected to occur or exist, or (b) the action or inaction of any person (including, but not limited to, any action or inaction on the part of the Owner's Representative) under the Contract Documents.

3.2 The Owner agrees to exercise its best efforts to assist the Design/Builder by timely (a) furnishing information required by the Design/Builder, (b) making decisions relating to the completion of the Work, and (c) making payments to the Design/Builder in accordance with the requirements of the Contract Documents.

3.3 Information and Services Required of the Owner.

3.3.1 The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.3.2 Except as otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of the permanent structures or for permanent changes in the existing facilities.

3.3.3 Information or services under the Owner's control shall be furnished or secured, respectively, by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.3.4 The Owner shall designate a representative authorized to act in the Owner's behalf with respect to the Project (the "Owner's Representative"), and the Owner may change or substitute such Owner's Representative in the

Owner's sole discretion. The Owner shall promptly notify the Design/Builder in writing of any change in or substitution of the Owner's Representative. The Owner's Representative shall examine documents submitted by the Design/Builder pursuant to the Contract Documents and shall render any applicable decision pertaining thereto promptly to avoid unreasonable delay in the progress of the Design/Builder's services or the Work. Actions taken by the Owner's Representative shall be the acts of the Owner and the Design/Builder shall not be responsible for them.

3.3.5 The Design/Builder may retain one or more architects and/or engineers (the "Additional Architects") whose services, duties and responsibilities shall be described in an Agreement between the Design/Builder and such Additional Architects. Except as otherwise specifically provided in this Part 2 and in the Contract Documents, actions taken by the Additional Architects shall be the acts of the Design/Builder and the Owner shall not be responsible for them.

3.3.6 The Design/Builder shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.3.7 The Owner shall furnish such legal, accounting and insurance counseling services as may be reasonably necessary for the Project.

3.3.8 The Owner shall furnish the Design/Builder a number of copies of construction documents necessary for the execution of the Work to be mutually agreed upon by the Owner and Design/Builder.

3.3.9 The Owner shall, at the request of the Design/Builder, furnish to the Design/Builder such evidence, in the Owner's reasonable judgment, sufficient to verify the Owner's closing of financing transactions sufficient to cover the Owner's expected obligations for payment hereunder, and at reasonable times during the term of this Part 2 at the Design/Builder's request, copies of certifications supplied by the Owner to Public Sector Participants and/or Private Sector Participants regarding the sufficiency of committed funds for completion of the Work.

3.3.10 The Owner shall require any party subject to the assignments noted in Sections 14.1 and 14.2 of the General Conditions to disclose to the Design/Builder reasonable evidence of the parties ability to pay for the work; otherwise Design/Builder is not obligated to perform its obligations in the event of such an assignment.

The services, information and reports required by the above Subsections shall be furnished at the Owner's expense, and the Design/Builder shall be entitled to rely upon their accuracy and completeness. The foregoing are in addition to other duties and

responsibilities of the Owner enumerated herein and in the Contract Documents.

ARTICLE 4 PROJECT CONSTRUCTION SCHEDULE, DATE OF COMMENCEMENT, DATE OF SUBSTANTIAL COMPLETION, AND INTERIM MILESTONES

4.1 Project Construction Schedule. The Design/Builder shall prepare a Project Construction Schedule and submit it to the Owner for the Owner's approval prior to the Owner issuing a notice to proceed. The Project Construction Schedule shall be attached hereto as Exhibit B, and shall be based on the Critical Path Method, utilizing such scheduling specifications and software as provided in the Contract Documents.

4.2 Date of Commencement. The Design/Builder shall commence the Work on the date fixed in a notice to proceed issued by the Owner (the "date of Commencement").

4.3 Date of Substantial Completion. The Design/Builder shall achieve Substantial Completion of the entire Work not later than August 31, 1996 (the "date of Substantial Completion"). The date of Substantial Completion shall be adjusted, extended or modified only as provided in the Contract Documents.

4.4 Interim Milestones. The Project Construction Schedule shall identify certain tasks which must be completed by a given date (an "Interim Milestone") in order to achieve the date of Substantial Completion and must be submitted to the Owner for the Owner's approval prior to the Owner's issuance of a Notice to Proceed. The Interim Milestones shall include various elements of the Work such as the delivery of materials and equipment, the commencement and completion of certain subcontracts, as well as the delivery of certain Owner-provided items described in Section 3.3. Schedule 4.4 shall describe each Interim Milestone and its date of commencement and dates of completion. In the event the date of Commencement and/or date of Substantial Completion is or are adjusted, extended or modified, the date of commencement and/or date of completion, or date of delivery, as appropriate, of each Interim Milestone affected by such adjustment, extension or modification shall itself be adjusted, extended or modified upon the mutual consent of the Design/Builder and the Owner, which consent shall not be unreasonably withheld.

ARTICLE 5 CONTRACT SUM, DESIGN/BUILDER'S FEE, PROJECTED COST OF THE WORK, AND SAVINGS

5.1 The Contract Sum. The Contract Sum, as adjusted pursuant to applicable provisions of the Contract Documents, shall equal the sum of (a) the Reimbursable Cost of the Work as

defined in Article 7, (b) the amount of all Allowances as described in Section 5.2 below, and (c) the Design/Builder's Fee, as described in Section 5.3, below. The Owner shall pay the amount of the Contract Sum to the Design/Builder and Subcontractors in current funds for the Design/Builder's performance of the Contract. The Contractor shall pay the Design/Builder directly the amount of the Contract Sum equal to the Design/Builder's Fee in accordance with the provisions of Section 5.3, below, and elsewhere in the Contract documents, and the amount of any allowances described in Schedule 5.2 in accordance with the provisions of Section 5.2 and elsewhere in the Contract Documents. The Owner shall pay the Subcontractors directly, as payment agent for the Design/Builder, the amount of the Contract Sum equal the Reimbursable Cost of the Work as described in Section 7.2 and elsewhere in the Contract Documents.

5.2 Allowances. The amount of each allowance shall be included in the Contract Sum.

5.2.1 Design/Builder's Duties for Allowance Items. With respect to each Allowance item described in Schedule 5.2, the Design/Builder shall:

5.2.1.1 assist the Owner's Representative and Owner in determining qualified suppliers or installers;

5.2.1.2 obtain proposals from suppliers and installers when requested by the Owner or Owner's Representative;

5.2.1.3 make appropriate recommendations for consideration of the Owner; and

5.2.1.4 notify the Owner and the Owner's Representative promptly of:

5.2.1.4.1 any reasonable objections Design/Builder may have against any supplier, or party under consideration for installation; and

5.2.1.4.2 any effect on the Construction Schedule anticipated by selections under consideration.

5.3 The Design/Builder's Fee. The Design/Builder hereby agrees that the Design/Builder's Fee for performance of this Part 2 shall be equal to TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000.00). The Design/Builder's Fee consists of the Design/Builder's estimate of the sum of the following:

5.3.1 All costs incurred by the Design/Builder in performing services relating to the Project as of the date of this Part 2;

5.3.2 Design work performed or to be performed by the Design/Builder's personnel (including design services relating to the production of the Preliminary Design Documents and any Construction Documents prepared by the Design/Builder) in performing its services hereunder;

5.3.3 All services included in the bidding and negotiation of agreements and contracts of the

Design/Builder for the design and construction of the Project;

5.3.4 All services relating to the coordination of the Work of Additional Architects and construction contractors;

5.3.5 The direct wages and/or salaries, and mandatory and customary contributions and benefits related thereto (such as employment taxes and other statutory employee benefits, insurance, sick leave, holiday leave, vacations, pensions, bonuses, company-provided vehicles or cash allowances) (collectively, "Direct Personnel Expense" as further defined in Section 8.2) for the Design/Builder's key personnel included on Schedule 2.2, except as provided in Section 7.8;

5.3.6 All services relating to the Design/Builder's review and approval of applications for payment from construction contractors and the Work of Additional Architects;

5.3.7 Cost-or-living expenses and out-of-town travel expenses for the Design/Builder's employees directly engaged the performance of the Work;

5.3.8 The Design/Builder's non-direct, home office general and administrative overhead, including accounting functions, home office rental and utilities, officer's Direct Personnel Expense, computer equipment and software, and other home-office costs and expenses not incurred directly in the performance of the Work;

5.3.9 The Design/Builder's profit for performance of the Work.

Any amount by which (x) the sum of the costs, charges or expenses described above actually incurred by the Design/Builder in performing the Work exceed, (y) the estimate thereof used by the Design/Builder to determine the Design/Builder's Fee, shall not be considered a Reimbursable Cost of the Work; accordingly, any such excess amount shall not be charged by the Design/Builder against the Contingency Allowance, nor included in any other Allowance, nor shall the amount of any such excess be otherwise reimbursed by the Owner to the Design/Builder. The Design/Builder's Fee shall only be adjusted as described below:

5.3.10 Adjustment of Design/Builder's Fee for Cost Overruns. If, due to Changes in the Work for which the Owner is required to reimburse the Design/Builder, the sum of (a) the actual final Reimbursable Cost of the Work (as described in Article 7), plus (b) the Design/Builder's Fee prior to any adjustment (the sum of (a) and (b) to be referred to as the "Final Cost"), exceeds one hundred five percent (105%) of the Projected Cost of the Work described in Section 5.4 (the amount of such excess to be referred to as the "Final Cost Overrun"):

5.3.10.1 the Owner shall reimburse the Design/Builder for the Design/Builder's reasonable staff costs, as described in Subsections 5.3.5 and 5.3.7, incurred in performing such Changes in the Work

relating to the Final Cost Overrun in an amount to be agreed upon by the Owner and Design/Builder, and

5.3.10.2 the Design/Builder's Fee as described in clauses (c) and (d) of Section 5.3 shall be increased by an amount equal to the product obtained by multiplying (x) the amount of the Final Cost Overrun, and (y) one and eight-tenths percent (1.8%).

5.3.11 Adjustment of Design/Builder's Fee for Reductions of Services. If, due to the reduction of the Design/Builder's services by the Owner as provided in Section 2.4, the sum of (a) the actual final Reimbursable Cost of the Work (as described in Article 7) that the Design/Builder is required to perform after such reduction of the Design/Builder's services, plus (b) the Design/Builder's Fee prior to any adjustment (the sum of (a) and (b) to be referred to as the "Final Cost"), is less than ninety-five percent (95%) of the Projected Cost of the Work described in Section 5.4, the Design/Builder's Fee shall be reduced by an amount equal to the sum of:

5.3.11.1 the Design/Builder's reasonable staff costs, as described in clauses (a) and (b) of Section 5.3 above, saved by the Design/Builder relating to the Work the Design/Builder no longer has to perform due to such reduction of the Design/Builder's services, in an amount to be agreed upon by the Owner and Design/Builder; and

5.3.11.2 one and eight-tenths percent (1.8%) multiplied by the Reimbursable Cost of the Work which the Design/Builder no longer has to perform (as determined according to the schedule of values to be supplied by the Design/Builder) due to such reduction of the Design/Builder's services.

5.3.12 The Design/Builder's Performance Fee. If the Design/Builder achieves Substantial Completion of the Project by August 1, 1996 and the Contract Sum upon final completion of the Project does not exceed the Projected Cost of the Work (as described in Section 5.4, below) by more than five percent (5%), the Design/Builder shall receive an amount equal to ONE HUNDRED THOUSAND DOLLARS ($100,000.00) (the "Performance Fee"). The Performance Fee, if payable, shall be in addition to the amount of the Design/Builder's Fee described in Section 5.3, above.

5.4 Projected Cost of the Work. The sum of the Reimbursable Cost of the Work (as described in Article 7), the Design/Builder's Fee and Allowances is projected by the Design/Builder not to exceed **SIX MILLION ONE HUNDRED THOUSAND DOLLARS** ($6,100,000.00) (hereinafter referred to as the "Projected Cost of the Work", or "PCW"). The PCW represents the cost of the Work as a whole, and does not represent the cost of any individual line item described in the PCW.

5.5 Savings and Cost Reductions. The Project has been bid and the PCW formulated as a tax-exempt Project; consequently, the PCW does not include any amount or allowance for taxes from which the Project is exempt. The term "Savings" shall mean the amount by which the PCW (minus the Design/Builder's Compensation for Basic Services as described in Section 9.1 of Part 1, and minus the Design/Builder's Fee as described in Section 5.3 of this Part 2) exceeds the actual final Reimbursable Cost of the Work. Savings shall not include "Cost Reductions". The term "Cost Reductions" shall mean reductions of the PCW as a result of the Owner's acceptance of deductive alternatives listed in Schedule ?, and all amounts realized as the result of changes in scope, or other Changes to the Work pursuant to Change Orders or Construction Change Directives.

5.5.1 The Design/Builder shall, not less than monthly, consult with the Owner and/or the Owner's Representative and issue a report to the Owner comparing the PCW for the scope of the Work on a total and line-item by line-item basis, against current projected cost to complete the Work (which shall include bid prices, Reimbursable Cost of Work in progress, cost to complete unfinished Work, and actual Reimbursable Cost of Work completed) (the "Projected Savings Report").

5.5.2 Determination of Projected Savings. Projected Savings shall exist if the Projected Savings Report shows that the aggregate of the line items in the PCW for Work

then in progress exceeds the aggregate of the sum of the cost of Work in progress and the cost to complete unfinished Work.

5.5.3 Determination of Actual Savings. Upon completion of the final accounting for the Project as described in the Contract Documents, the Owner, after consultation with the Owner's Representative, shall determine the existence and extent of Actual Savings. Actual Savings (if any) shall exist if the sum of: (a) the amount by which the aggregate of the line items in the PCW for completed Work exceeds the actual Reimbursable Cost of Work as detailed in the final accounting; plus (b) the amount of all contingencies not utilized by the Design/Builder for the completed Work; and (c) the amount of all allowances not expended by the Design/Builder for the completed Work; exceed $0.00.

5.5.4 Application of Savings. Upon completion of the final accounting for the Project and determination of Actual Savings described above, the Owner shall place Actual Savings into a reserve account (the "Actual Savings reserve account"). Neither the Design/Builder nor the Owner shall receive any proceeds from the Actual Savings reserve account until the later of (a) the date of final payment, or (b) the date that counsel for the Owner and counsel for the Design/Builder certify in writing that all claims, actions, proceedings and disputes relating to the Work have been resolved. The Owner and the Design/Builder shall share in

the proceeds of such Actual Savings reserve account after the later of the dates immediately described above, as follows:

5.5.4.1 seventy percent (70%) of the proceeds in the Actual Savings reserve account shall inure to the benefit of the Owner; and

5.5.4.2 the remainder of the proceeds in the Actual Savings reserve account (after the application of Subsection 5.5.4.1) shall be paid to the Design/Builder as an additional fee.

5.5.5 Determination of Cost Reductions. The Design/Builder shall, not less than monthly, consult with the Owner and/or the Owner's Representative and issue a report describing the existence and extent of Cost Reductions. Cost Reductions shall be determined by (a) comparing the actual Reimbursable Cost of the Work that has been reduced by (i) a Change Order, or (ii) a Construction Change Directive that the Owner and the Design/Builder have agreed upon price but that has not been converted to a Change Order, with the budgeted cost of such Work, (b) identifying the portion of any contingency that has not been utilized, or (c) identifying the amount of any underrun of an allowance.

5.5.6 Application of Cost Reductions. Once a Cost Reduction has been determined pursuant to the provisions of

Section 5.5.5, the amount of such Cost Reduction shall be credited to the Owner.

ARTICLE 6 CHANGES IN THE WORK

6.1 Changes in the Work. The Owner may make Changes in the Work pursuant to Change Orders and Construction Change Directives as provided in the Contract Documents. The Design/Builder shall be reimbursed for Changes in the Work on the basis of Reimbursable Cost of the Work as defined in Article 7. The Design/Builder's Fee shall be adjusted for Changes in the Work as set forth in Section 5.3.

6.2 Conditions not Constituting Changes in the Work. The Owner and Design/Builder acknowledge that the Drawings and Specifications that are part of the Contract Documents serve as the basis for the Projected Cost of the Work, and that such Drawings and Specifications may not be complete, and may not be fully coordinated amongst themselves.

6.2.1 The Design/Builder specifically acknowledges that there may be items of Work either shown on drawings, in specifications, or described in allowances for construction, which may conflict with applicable laws, regulations, ordinances or codes, or with local building practices, the provisions of previously executed Subcontractor contracts,

or Shop Drawings submitted in connection with completed Work or Work in progress. To the extent the Design/Builder either knows or reasonably should know that any of the above conflicts exist, the Design/Builder hereby accepts responsibility for notifying the Owner, the Owner's Representative and, where appropriate, a Subcontractor, within a reasonable period of time to enable the parties to avoid the necessity for Change Orders or costs which could be avoided by early and corrective action. Nothing contained herein shall alter the responsibility of the Design/Builder to prepare a complete set of fully coordinated drawings in accordance with all applicable laws, regulations, codes and ordinances.

6.2.2 It is intended that all mechanical, electrical and other building systems and components will be complete and in proper operation, upon completion of the Work. The Design/Builder acknowledges that there may be items of Work that are necessary and normally required for the proper operation of such systems, or to complete otherwise incomplete construction, that may be missing from the Contract Documents and that can be reasonably inferred from the Contract Documents (hereinafter, "Inferred Systems"). Any such Inferred Systems shall be of the same quality as (but not greater quality than) the systems they operate or into which they are incorporated. The Design/Builder agrees that any such item of Inferred Systems

shall be supplied by the Design/Builder at no additional cost to the Owner, and without any increase in the Contract Sum or extension of the Contract Time.

ARTICLE 7 REIMBURSABLE COST OF THE WORK

The term "Cost of the Work" shall mean costs necessarily incurred by the Design/Builder in the proper performance of the Work. The Owner shall reimburse the Design/Builder for all Cost of the Work described in this Article 7, except as provided in Section 7.2. Such costs shall be reimbursed by the Owner at rates not higher than the standard paid at the place of the Project, except as otherwise provided in the Contract Documents.

7.1 Work Directly Undertaken by the Design/Builder. If, pursuant to applicable provisions of the Contract Documents and with the Owner's prior written consent, the Design/Builder performs Work with the Design/Builder's own forces (other than in-house design and engineering Work), the Owner shall reimburse the Design/Builder for the Reimbursable Cost of such Work performed by the Design/Builder.

7.2 Subcontract Costs. The Reimbursable Cost of the Work shall include all costs and expenses incurred by the Design/Builder for all Subcontractor Work (including, with the

Owner's prior consent, design and engineering Work performed by Additional Architects) in accordance with the Contract Documents. After receipt of an acceptable Application for Payment as provided in the Contract Documents, the Owner shall make payment directly to the Subcontractors included in such Application for Payment, within such time, and in such amounts and with such adjustments as may be described in the Contract Documents; provided, however, that nothing in Part 1, this Part 2 or in the Contract Documents, including the Owner's obligation to make direct payments to the Design/Builder's Subcontractors as described immediately above, shall create a contractual relationship between the Owner and such Subcontractors, and the Design/Builder agrees and acknowledges that the Owner shall make payments directly to the Design/Builder's Subcontractors as provided above merely as the payment agent for the Design/Builder, and in no other capacity.

7.3 Costs of Materials and Equipment Incorporated in the Completed Construction. The Owner shall reimburse the Design/Builder for purchase orders for the cost of materials and equipment incorporated in the Work as described below:

7.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed Work.

7.3.2 Costs of materials described in the preceding Section 7.3.1 in excess of those actually installed but

required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the Project site upon the completion of the Work or, at the Owner's option, shall be sold by the Design/Builder, and amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of Work.

7.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items. The Owner shall reimburse the Design/Builder for the costs and expenses described below:

7.4.1 The cost of materials and equipment that are provided by the Design/Builder at the Project site and fully consumed in the performance of the Work, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and the cost of hand tools not customarily owned by construction workers. If such items are not fully consumed in the performance of the Work, the salvage value of such items shall be deducted from their cost, whether the items are sold to others or retained by the Design/Builder. If an item described in this section has been previously used by the Design/Builder, the cost of such item shall mean the item's fair market value.

7.4.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned

by construction workers, that are provided by the Design/Builder at the Project site, whether rented from the Design/Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Notwithstanding anything to the contrary, the rates for rental of any items described in this Section shall not exceed 75% of the applicable monthly rate (or pro rata portion thereof for rental periods of less than a month) published in the 1994 Edition of the A.E.D. Bluebook.

7.4.3 Costs of removal of debris from the Project site.

7.4.4 Costs and expenses of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service, telefax charges, office supplies, office furnishings, cost of insuring contents of Project site office, utility costs, cost of computer and data processing equipment and data processing services at the Project site office and reasonable petty cash expenses of the Project site office.

7.4.5 Subject to the prior written consent of the Owner, that portion of the reasonable travel and subsistence expenses of the Design/Builder's personnel incurred while traveling in discharge of duties in connection with the performance of the Work.

7.4.6 Subject to the prior written consent of the Owner, the costs of premiums for all insurance obtained by the Design/Builder pursuant to the Contract Documents;

7.4.7 Costs and expenses of remedying, repairing or replacing Work that suffers a loss or damage not covered or reimbursed by insurance, to the extent:

7.4.7.1 the aggregate of such costs and expenses for each incident do not exceed $5,000.00;

7.4.7.2 the cost or expense sought to be reimbursed does not consist of a cost or expense of remedying, repairing or replacing Work that is negligently performed or that is performed using faulty, inadequate or defective workmanship, construction, materials or repair; and

7.4.7.3 the cost or expense sought to be reimbursed does not consist of the first $5,000.00 of any claim the Design/Builder or a Subcontractor is required to assume and pay under Section 10.3 of the General Conditions.

If the Design/Builder is reimbursed any amount under the provisions of this Section 7.4.7: (a) the Design/Builder shall be obligated to pursue, and the Design/Builder shall obligate the Subcontractors to pursue, any claim, action or proceeding that may be brought by the Design/Builder or a Subcontractor in connection with reimbursing or making whole the Design/Builder or Subcontractor for such loss or damage,

and the Design/Builder shall reimburse the Owner from the proceeds of any such successful claim, action or proceeding the amount of any previous reimbursement of the Design/Builder by Owner less the Design/Builder's reasonable attorney fees and costs of collection; and (b) the Design/Builder shall assist, and the Design/Builder shall obligate the Subcontractors to assist, the Owner in pursuing any claim, action or proceeding that may be brought by the Owner in connection with reimbursing or making whole the Owner for such loss or damage.

7.5 Miscellaneous Costs. The Owner shall reimburse the Design/Builder for the miscellaneous costs described below:

7.5.1 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for direct purchases by the Design/Builder for which the Design/Builder is liable, provided, however, the Owner shall not reimburse the Design/Builder for any sales, use or similar taxes from which the Project, or purchases made in connection with the Project, are exempt due to the tax-exempt nature of the Project, or of any Public Sector Participant.

7.5.2 Fees and assessments for any building permit and for other permits, licenses and inspections, utility service charges and utility license fees for which the Design/Builder is required by the Contract Documents to pay.

7.5.3 Fees of testing laboratories for tests required of the Design/Builder by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by provisions of the Contract Documents.

7.5.4 Royalties, license fees, permit fees, tests, and damages for infringement of patents and costs for defending suits therefor if any such expense is incurred by the Design/Builder due to the Design/Builder's use of a particular design, process or product of a manufacturer that is specifically requested by the Owner.

7.5.5 If the Design/Builder is, with the Owner's prior written consent, required to repeat Work previously performed and completed by the Design/Builder and the Design/Builder's repetition of such Work is caused solely by the Owner's change in the scope of the Project, the Design/Builder shall, in addition to being reimbursed for the Reimbursable Cost of such repeated Work, receive from the Owner a sum equal to five percent (5%) of the Reimbursable Cost of the Work of such repeated Work.

7.6 Other Costs. The Owner shall reimburse the Design/Builder for costs incurred in the performance of the Work not previously described in this Section 7 if approved in advance in writing by the Owner.

7.7 Emergencies. The Owner shall reimburse the Design/Builder for Cost of the Work described in Sections 7.1 through 7.6, inclusive, which are incurred by the Design/Builder in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

7.8 Wages and Inspection Services. The Owner shall reimburse the Design/Builder for Direct Personnel Expense of the Design/Builder's supervisory personnel on the Project site, the cost of third-party testing required to perform the Work under this Part 2, and third-party engineers engaged by the Design/Builder to perform the Work under this Part 2; provided, however, that in no event shall the amount to be reimbursed by the Owner to the Design/Builder under this Section exceed an amount equal to Seventy Thousand Dollars ($70,000.00)

ARTICLE 8 NON-REIMBURSABLE COSTS AND EXPENSES

The Owner shall NOT reimburse the Design/Builder for Costs of the Work unless they are specifically described in Article 7. Specific Costs of the Work that the Owner shall NOT reimburse the Design/Builder include the following:

8.1 Design/Builder's Fee. All costs, expenses and charges included in the Design/Builder's Fee.

8.2 The Design/Builder's Key Personnel Direct Personnel Expense. Except for (a) reimbursement of the Design/Builder's Direct Personnel Expense in cases of adjustment of the Design/Builder's fee as provided in Section 5.3.10.1, (b) the inclusion of the Design/Builder's Direct Personnel Expense in the Design/Builder's Fee as provided in clause (a) of Section 5.3, and (c) reimbursement of the Design/Builder's Direct Personnel Expense for Work performed by the Design/Builder's non-key employees, the Owner shall NOT reimburse the Design/Builder for the Design/Builder's Direct Personnel Expense incurred during the term of this Part 2. The term "Direct Personnel Expense" shall mean the wages and/or salaries, plus mandatory and customary employee contributions and benefits related thereto (such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, bonuses, company-provided vehicles or cash allowances), for each of the Design/Builder's key employees described on Schedule 2.2.

8.3 The Design/Builder's Overhead. The Owner shall NOT reimburse the Design/Builder for the Design/Builder's general and administrative overhead expenses (including, for example, accounting, home office rental and utilities, computer equipment and software) incurred at the Design/Builder's home office during the term of this Part 2.

8.4 Capital and Rental Expenses. The Owner shall NOT reimburse the Design/Builder for the Design/Builder's capital expenses, including interest on the Design/Builder's capital employed in the Work, nor for any rental expenses incurred by the Design/Builder except as specifically provided in Section 7.4.2.

8.5 Errors and Omissions. Except as otherwise specifically provided in Section 7.4.7 of this Part 2 or Section 10.3 of the General Conditions, the Owner shall NOT reimburse the Design/Builder for any costs incurred or expenses relating to any error, omission, mistake, inaccuracy, fault or negligence of the Design/Builder, Subcontractors, consultants or agents of the Design/Builder or Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts for prompt payment shall accrue to the Owner to the extent the construction cost relating thereto is paid directly by the Owner or from amounts advanced by the Owner

to the Design/Builder for payment. To the extent the construction cost relating to a cash discount is paid with funds of the Design/Builder, such cash discounts shall accrue to the Design/Builder. The Design/Builder shall notify the Owner, in advance, of the existence of any opportunity for cash discounts for prompt payment. All trade discounts, rebates and refunds, and all returns for sales of surplus materials and equipment, shall be credited against the Reimbursable Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

10.1 Subcontract Bids. Except as otherwise agreed to in writing in advance by the Owner, the Design/Builder shall cause to be provided through subcontracts all labor, materials and services required to complete the Work. Unless otherwise agreed to in writing in advance by the Owner, all subcontracts shall be competitively bid. The Design/Builder shall use its best efforts to obtain a minimum of three (3) bids from Subcontractors, and from suppliers of materials or equipment, for each item of Work bid. Such bids shall be opened privately and reported in a manner acceptable to the Owner. Promptly upon opening bids the Design/Builder shall prepare and deliver to the Owner an analysis of the bids received and the Design/Builder's recommendation for award. In accordance with Section 4.2 of the General Conditions, the Owner will then determine, with the advice of the

Design/Builder, which bids will be accepted. The Owner may designate specific persons or entities from whom the Design/Builder shall obtain bids.

10.2 Subcontract Payment Provisions. Subcontracts or other agreements shall conform to the payment provisions of Sections 12.6 and 12.7 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

10.3 Bid Packages. The Design/Builder shall provide all documents necessary for bidding in order to produce "bid packages" for the subcontracts. The documents supplied by the Design/Builder for the bid packages shall contain all information necessary to result in the completion of that portion of the Work represented in such bid package in accordance with the Contract Documents and shall be correct, without omissions, contradictions or ambiguities. The bid packages shall be in the form, and shall be designed to be issued during the Contract Time according to the requirements of Schedule 10.3. The Design/Builder shall consult with the Owner and the Owner's Representative on alternatives, value engineering proposals, unit prices, and other special requirements to be incorporated in the bid packages, including requirements with respect to affirmative action, and incorporate such requirements as may be directed by the Owner.

10.4 Subcontract Phased Notice to Proceed. The Owner may direct the Design/Builder to include provisions in its contracts with Subcontractors that require the Owner's prior written approval before a Subcontractor proceeding on certain phases of the Work (each such approval shall be call a "Phased Notice to Proceed"). It is understood and agreed that a Phased Notice to Proceed may be required with respect to an entire contract with a Subcontractor or with respect to certain elements or tasks contained therein. If the Owner directs the Design/Builder to include Phased Notice to Proceed provisions in any contract with a Subcontractor the Design/Builder shall advise the Owner as to the scope and cost of each such phase of Work, the date by which a Phased Notice to Proceed must be given by the Owner in order to avoid a delay to the Critical Path of the Project Construction Schedule, and the cost, if any, to the Owner if the Owner fails to grant a Phased Notice to Proceed and the subcontract is terminated. It is expressly understood by the Owner that a delay or failure to provide a Phased Notice to Proceed in a timely manner may affect the PCW and the date of Substantial Completion.

ARTICLE 11 ACCOUNTING RECORDS

11.1 The Design/Builder shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial management under this Contract,

and all such records shall be in accordance with generally accepted accounting principles. The Design/Builder shall describe its accounting and control systems used with respect to the Project and the Work, and provide evidence that such accounting and control systems are in accordance with generally acceptable accounting principles, and such accounting and control systems shall be reasonably satisfactory to the Owner. At times to be mutually agreed upon by the Owner and Design/Builder, the Owner and the Owner's accountants shall be afforded access to the Design/Builder's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project and this Contract, and the Design/Builder shall preserve all such information for a period of six (6) years after final payment, or for such longer period as may be required by law.

11.2 If any inspection by the Owner of the Design/Builder's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other data relating to this Contract reveals an overcharge, including, without limitation, any untimely request for payment, the Design/Builder shall pay the Owner upon demand an amount equal to the amount of the overcharge plus interest thereon (at the rate described in Section 14.8 and determined from the date of payment of the overcharge by the Owner), as reimbursement for said

overcharge and the administrative expenses incurred in determining the overcharge.

ARTICLE 12 PROGRESS PAYMENTS AND APPLICATIONS FOR PAYMENT

12.1 Based upon Applications for Payment and all supporting documents submitted to the Owner by the Design/Builder and subsequent Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum to the Design/Builder and the Design/Builder's Subcontractors as provided below and elsewhere in the Contract Documents.

12.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

12.3 Provided: (i) an acceptable Application for Payment is received by the Owner's Representative not later than the fifth (5th) day of the month; (ii) the Design/Builder delivers to the Owner's Representative, the Design/Builder's and applicable Subcontractors' partial lien waivers, in a form acceptable to the Owner, within twenty (20) days of the last date of payment by the Owner; and (iii) the Owner receives from the Owner's Representative a Certificate for Payment relating to such Application for Payment as provided in the General Conditions,

then the Owner shall make payment to the Design/Builder and Subcontractors not later than thirty (30) days after the Owner's Representative issues a Certificate for Payment in the amount indicated in the Certificate for Payment. The Owner shall not be required to pay more than one Certificate for Payment in any one calendar month.

12.4 With each Application for Payment the Design/Builder shall submit payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence reasonably required by the Owner or Owner's Representative to demonstrate that cash disbursements already made by the Owner on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design/Builder and Subcontractors; less (2) that portion of those payments attributable to the Design/Builder's Fee; plus (3) payrolls for the periods covered by the present Application for Payment; plus (4) any additional retainage required by the Contract Documents.

12.5 Applications for Payment.

12.5.1 Each Application for Payment shall be based upon the schedule of values indicated in Schedule 12.5, the calculation of the Design/Builder's Fee, the actual costs incurred under the Reimbursable Cost of the Work, and reimbursable costs incurred (as evidenced by invoices) by the Design/Builder's own forces. The schedule of values

shall allocate the entire PCW among the various portions of the Work, except that the Design/Builder's Fee shall be shown as a single separate item. This information shall be prepared by the Design/Builder in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Representative may reasonably require, including, but not limited to, Subcontractor invoices for Work performed for such period. This schedule shall be used as a basis for reviewing the Design/Builder's Applications for Payment, and shall be regularly updated (but in no event less than once each month) by the Design/Builder to reflect actual Reimbursable Cost of the Work performed as such costs are submitted by the Subcontractors to the Design/Builder, or as such actual costs become known to the Design/Builder.

12.5.2 Each Application for Payment submitted by the Design/Builder shall include the sum of the following:

12.5.2.1 the Reimbursable Cost of the Work directly performed by the Design/Builder's own forces as described in Section 7.1 during the period covered by such Application for Payment, less retainage of ten percent (10%). If the Design/Builder has performed any Work with the Design/Builder's own forces, the Design/Builder shall submit all information required of Subcontractors for payment, and shall be subject to all terms and conditions placed on Subcontractors regarding

payment (including retainage) as described in Section 12.6 and elsewhere in the Contract Documents;

12.5.2.2 the Design/Builder's Fee for the period covered by such Application for Payment, which shall equal the "Proportionate Design/Builder's Fee." The Proportionate Design/Builder's Fee shall be the amount which equals the product of the percentage completion of the Work certified by the Owner's Representative in accordance with the Contract Documents, multiplied by the Design/Builder's Fee described in Section 5.3;

12.5.2.3 the Reimbursable Cost of the Work performed by Subcontractors during the period covered by such Application for Payment, which shall equal the percentage completion certified by the Owner's Representative pursuant to the provisions of the Contract Documents for each portion of the Work included in such Application for Payment, less retainage of ten percent (10%). Such percentages of completion shall be compared to the monthly update of the Project Construction Schedule attached hereto as Exhibit B. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute may be included if so approved in writing by the Owner; and

12.5.2.4 the reimbursable cost of materials and equipment incorporated in the completed construction as

described in Sections 7.3 and 7.4 during the period covered by such Application for Payment, less retainage of ten percent (10%).

12.5.3 Each progress payment shall equal the sum of the items described in Section 12.5.2, above, less the following:

12.5.3.1 the aggregate amount of previous progress payments made by the Owner;

12.5.3.2 the shortfall, if any, indicated by the Design/Builder in the documentation required by Section 12.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation; and

12.5.3.3 the shortfall, if any, for which the Owner's Representative has withheld or nullified a Certificate for Payment as provided in the General Conditions.

12.6 Subcontractors' Payments. Except with the Owner's prior written approval, payments to Subcontractors included in the Design/Builder's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

12.6.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract

Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of ten percent (10%).

12.6.2 Subtract the aggregate amount of previous payments made by the Owner to the Subcontractor.

12.6.3 Subtract amounts, if any, for which the Owner's Representative has withheld or nullified a Certificate for Payment.

12.6.4 The Owner may, in its sole discretion, upon Substantial Completion of the Work, or, in the case of a Subcontractor who has completed its Work prior to Substantial Completion of the entire Work, reduce or release the retainage of any such Subcontractor.

12.6.5 The Subcontract Sum is the total amount stipulated in the subcontract to be paid by the Owner to the Subcontractor for the Subcontractor's performance of the subcontract.

12.7 Except with the Owner's prior approval, the Design/Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Owner acknowledges that during the progress of the Work the Owner shall be required to make certain advance payments for certain engineering-intensive and long-lead items of Work.

12.8 In taking action on the Design/Builder's Applications for Payment, the Owner and the Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Design/Builder and any such action shall NOT be deemed to represent that (a) the Owner's Representative has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.4 or other supporting data, (b) the Owner's Representative has made exhaustive or continuous on-site inspections or, (c) the Owner's Representative has made examinations to ascertain how or for what purposes the Design/Builder has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

ARTICLE 13 FINAL PAYMENT

13.1 Final payment shall be made by the Owner to the Design/Builder and Subcontractors when (1) the Contract has been fully performed by the Design/Builder; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Design/Builder and reviewed by the Owner's accountants; and (3) a final certificate for Payment has then been issued by the Owner's Representative. Final payment shall

be made by the Owner not more than thirty (30) days after the issuance of the Owner's Representative's final Certificate for Payment.

13.2 The amount of the final payment shall be calculated as follows:

13.2.1 Take the sum of the Cost of the Work substantiated by the Design/Builder's final accounting and the Design/Builder's Fee.

13.2.2 Subtract amounts, if any, withheld by the Owner's Representative from the Final Certificate of Payment pursuant to the provisions of the General Conditions or other provisions of the Contract Documents.

13.2.3 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Design/Builder and Subcontractors, the Design/Builder shall reimburse the difference to the Owner.

13.3 The Owner's accountants will review and report in writing on the Design/Builder's final accounting within 30 days after delivery of the final accounting to the Owner by the Design/Builder. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Design/Builder's final accounting, and provided the other conditions of Section 13.1 have been met, the Owner's Representative will, in

otherwise), demands, expenses (including reasonable attorney and expert witness fees) and liabilities for losses, damage, injury and liability attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Owner, a separate contractor, anyone directly or indirectly employed by the Owner or a separate contractor, or anyone for whose acts the Owner, a separate contractor or their direct or indirect employees may be liable.

14.3 Design/Builder's Insurance. The Design/Builder shall provide insurance in such amounts and under such terms and conditions as described in Section 11.4 of the General Conditions.

14.4 OCIP. The Owner has established an Owner-Controlled Insurance Program ("OCIP") to cover various items of insurance relating to the Project in accordance with Section 11.1 of the General Conditions. In the event the Owner receives a return of any amount paid as a premium for such OCIP based on a favorable experience rating under such OCIP for the period commencing with the effective date of the OCIP and ending on the date of final payment, the Owner and the Design/Builder shall share in the amount of such OCIP premium return as follows: seventy-five

percent (75%) of such OCIP premium return shall inure to the benefit of the Owner and the remainder shall be paid to the Design/Builder as an additional fee.

14.5 Subcontractors' Performance Bond. The Design/Builder shall, at the direction of the Owner, require the Subcontractors to provide, in addition to any bonds required by the Contract Documents, 100% Payment and Performance Bonds in an aggregate amount equalling 100% of the Cost of the Work, and the terms of such performance bonds shall be subject to the review and approval of the Owner.

14.6 Owner's Insurance. The Owner shall provide insurance in such amounts and under such terms and conditions as described in Article 11 of the General Conditions.

14.7 Notice and Service Thereof. All notices required pursuant to the Contract Documents (a "Notice") shall be in writing and shall be delivered as follows: (a) the party giving notice (the "sender") shall fax the Notice to the party to whom notice is given (the "recipient"); (b) the sender shall obtain a mechanical fax confirmation of the recipient's receipt of such Notice; and (c) the sender shall send a hard copy of such Notice, and of the mechanical fax confirmation, by first class mail to the recipient, postmarked no later than the next business day of the U.S. Postal Service. If the requirements of subparagraphs

(a), (b) and (c), above, are satisfied, such Notice shall be deemed delivered at the time and date indicated on the mechanical fax confirmation. If any of the requirements of subparagraphs (a), (b) or (c) are not satisfied, a Notice shall be deemed delivered when received by the recipient by first class mail. All Notices received by the Design/Builder's Project Manager shall be deemed to be received by the Design/Builder and all Notices received by the Owner's Representative's on-site representative (if any), shall be deemed to be received by the Owner's Representative. The Design/Builder shall deliver to the Owner a copy of each Notice and other written communication to any other party involved in the Project or the Work (including, but not limited to, consultants, subcontractors and sureties) simultaneous with the delivery of such Notice or written communication to such other party. Notice to each party shall be addressed as follows:

If to the Owner:

Crossroads Arena LLC
Attn: Lawrence Quinn
Executive Vice President
Arena, Inc.
140 Main Street
Buffalo, New York 14202
FAX: (716) 856-7351

with a copy to:

Robert O. Swados
Cohen, Swados, Wright, Hanifin, Bradford & Brett
70 Niagara Street
Buffalo, New York 14202
FAX: (716) 856-5228

and to:

Gerald S. Lippes
William E. Mathias
Lippes, Silverstein, Mathias & Wexler
700 Guaranty Building
28 Church Street
Buffalo, New York 14202
FAX: (716) 856-5199

If to the Design/Builder:

Peter L. Krog, P.E.
The Krog Corp.
c/o Albrecht, Maguire, Heffern & Gregg, P.C.
2100 Main Place Tower
Buffalo, New York 14202
FAX: (716) 852-2609

with a copy to:

Jerome D. Adner
425 Woodland Drive
Orchard Park, New York 14127
FAX: (716) 662-1119

If to the Owner's Representative:

Tim Francis
President
Cannon Design, Inc.
49 Illinois Street
Buffalo, New York 14203
FAX: (716) 853-4298

with a copy to:

Douglas R. Francis
Executive Vice President
Cannon Design, Inc.
2170 Whitehaven Road
Grand Island, New York 14072
FAX: (716) 773-5909

14.8 Interest. For the purposes of this Part 2, including, but not limited to, Section 11.2 hereof, any payments due and unpaid under the Contract Documents shall bear interest annually

from the date payment is due at the prime rate of interest for unsecured commercial loans, as announced by Marine Midland Bank, N.A., in Buffalo, New York, from time to time.

ARTICLE 15 TERMINATION, SUSPENSION OR PERMANENT ABANDONMENT

15.1 The Work may be terminated, suspended or permanently abandoned as provided in Article 13 of the General Conditions. The Design/Builder shall require each of its subcontracts with Subcontractors to provide that in the event of termination, suspension or permanent abandonment in accordance with Article 13 of the General Conditions, the Subcontractor's sole remedy and relief for claims relating to such termination, suspension or permanent abandonment shall be limited to the Subcontractor's respective portion of the amount the Design/Builder is entitled to under Section 15.2, Section 15.3 or Section 15.4 for such termination, suspension or permanent abandonment, respectively.

15.2 If the Owner terminates the Contract as provided in Subsection 13.1.1 of the General Conditions, or if the Design/Builder terminates the Contract as provided in Subsection 13.1.2 of the General Conditions, the Design/Builder shall be entitled only to the amounts described in this Section 15.2, and the Design/Builder shall not make a claim against the Owner for

or actually incurred due to termination of the Contract that do not directly and specifically relate to the Design/Builder's costs at the Project site, such as lost opportunity costs, specific performance damages, capital costs of the Design/Builder, and the like.

15.2.5 In the event that the amount of payments made by the Owner to the Design/Builder at the time of termination of the Contract exceed the sum of the amounts described in Sections 15.2.1 through 15.2.3, inclusive, the Design/Builder shall return such excess amounts to the Owner within thirty (30) days of termination of the Contract.

15.3 If the Owner suspends the Project as provided in the Contract documents, the Design/Builder shall be entitled to the Design/Builder's reasonable costs directly incurred by the Design/Builder at the Project site as a result of suspension of the Contract, such as costs and expenses incurred by the Design/Builder for demobilization, equipment rental or lease payments during the suspension, start-up at the end of the suspension, and any other costs as the Owner and Design/Builder may agree upon. Notwithstanding anything of the foregoing to the contrary, the Owner shall not pay the Design/Builder for any costs of the Design/Builder allegedly or actually incurred due to suspension of the Contract that do not directly and specifically relate to the Design/Builder's costs at the Project site, such as

lost opportunity costs, specific performance damages, capital costs of the Design/Builder, and the like.

15.4 In the event the Contract is terminated by the Owner or the Design/Builder, the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Design/Builder has previously undertaken or incurred in good faith in connection with said Work.

15.5 In the event the Project is permanently abandoned, the Design/Builder shall be entitled to (a) an amount determined by multiplying the total amount of the Design/Builder's Fee by the percentage of the Work completed prior to the Design/Builder's receipt of the notice of permanent abandonment, and (b) the amount of all Reimbursable Costs of Work as determined under Article 7 incurred prior to the Design/Builder's receipt of the notice of permanent abandonment, and (c) reasonable out-of-pocket costs incurred as a direct result of such abandonment, in lieu of any other payments described in the Contract.

15.6 Notwithstanding anything in the Contract Documents to the contrary, and as a condition of receiving the payments referred to in this Article 15, upon the termination of the Contract the Design/Builder shall execute and deliver all papers and take such steps, including the legal assignment of any contractual rights, as the Owner may require for the purpose of

fully vesting in himself the rights and benefits of the Design/Builder under any obligations or commitments assumed by the Owner from the Design/Builder.

This Part 2 is entered into as of the 19 day of May, 1995 and is executed in at least three original copies of which one is to be delivered to the Design/Builder, one to the Owner's Representative for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Crossroads Arena LLC
By its Member:

Arena, Inc. (f/k/a Crossroads Arena Corporation)

Lawrence Quinn
Executive Vice President

DESIGN/BUILDER
The Krog Corp.

Peter L. Krog
Title:

EXHIBIT A

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

(See Attached)

EXHIBIT A

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

(See Attached Agreement between the Owner, Niagara Frontier Hockey, L.P and the City of Buffalo, New York, dated October 18, 1994 and the Affirmative Action/Equal Opportunity Hiring Plan attached thereto)

AGREEMENT

This Agreement is made this 18th day of October, 1994 by and between the Crossroads Arena Corporation ("CAC"), Niagara Frontier Hockey, L.P. (the "Sabres"), the City of Buffalo, New York ("City"), and the Buffalo Urban Renewal Agency ("BURA").

Whereas, CAC and the Sabres entered into negotiations with the New York State Urban Development Corporation ("UDC"), the County of Erie, New York ("County"), the Erie County Industrial Development Agency ("ECIDA"), the City and BURA (collectively, the "Public Participants") with respect to the financing and construction of a state-of-the-art community entertainment facility referred to as the "Crossroads Arena"; and

Whereas, CAC, the Sabres and the Public Participants entered into a Memorandum of Understanding ("MOU") regarding the financing and construction of such arena, which requires CAC and the Sabres to adopt and implement an Affirmative Action/Equal Opportunity Hiring Plan ("Plan"); and

Whereas, CAC and the Sabres have negotiated the terms of the Plan with the City, as the representative of the Public Participants; and

Whereas, the Plan, attached hereto as Exhibit A, was filed with the City Clerk's office on October 14, 1994;

Now Therefore, it is hereby agreed that CAC and the Sabres shall adopt and implement the Plan, attached hereto as Exhibit A, in accordance with its terms.

CAC

By: _____

SABRES

By: _____

CITY

By: _____
MAYOR

BURA

By: _____
CHAIRMAN

Exhibit A

CROSSROADS ARENA CORPORATION

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

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I. Policy

It is the policy of the Crossroads Arena Corporation ("CAC"), consistent with applicable law, that equal opportunity be provided to minority group members, women, minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") to participate in the business opportunities generated by the Crossroads Arena Project ("Project").

This Affirmative Action/Equal Opportunity Hiring Plan ("Plan") has been adopted to ensure equal employment opportunities for minority group members and women and the opportunity for meaningful participation of MBEs and WBEs in connection with the Construction of the Crossroads Arena and the Operation of the Crossroads Arena so that the recipients of the benefits of the business opportunities generated by the Project will reflect the diversity of the City of Buffalo.

In order to achieve these objectives, CAC has adopted a plan of equal employment opportunities and good faith efforts to achieve participation by minority group members and women. MBE and WBE participation goals are expressed as a percentage of the total dollar value of all expenditures, barters, trades-in-kind and offsets made in connection with the Project including, without limitation, all Contracts awarded in connection with the Construction of the Crossroads Arena and all Contracts for the furnishing of labor, services, materials, supplies, equipment, fixtures, and furnishings, and in connection with the Operation of the Crossroads Arena. The participation goals are 20% participation by MBEs, 5% participation by WBEs and 25% combined minority and women work force participation. These participation percentages are numerical objectives to be pursued by good faith efforts. The achievement of the above stated numerical objectives shall not be assumed to be compliance with the Plan nor shall the failure to achieve the above stated numerical objectives be assumed to be noncompliance with the Plan.

:initions

purposes of this Plan, the following terms shall have the set forth below:

"Minority group member" shall mean a United States or permanent resident alien who is and can demonstrate ıip in one of the following groups:

) Black persons having origins in any of the Black African ;roups;

) Hispanic persons of Mexican, Puerto Rican, Dominican, Central or South American descent of either Indian or c origin, regardless of race;

:) Native American or Alaskan native persons having origins of the original peoples of North America; and

i) Asian and Pacific Islander persons having origins in any Far East countries, South East Asia, the Indian subcontinent Pacific Islands.

. "Minority-owned business enterprise" shall mean a ss enterprise, including a sole proprietorship, partnership poration that is:

(a) At least fifty-one percent owned by one or more minority members;

(b) An enterprise in which such minority ownership is real, antial and continuing;

(c) An enterprise in which such minority ownership has and ises the authority to control and operate, independently, the o-day business decisions of the enterprise; and

(d) An enterprise authorized to do business in the State of ork and is independently owned and operated.

(e) An enterprise certified as a MBE by the New York State rtment of Economic Development, the County or the City.

7. "UDC" shall mean the New York State Urban Development Corporation or its designee.

8. "City" shall mean the City of Buffalo, New York or its designee.

9. "County" shall mean the County of Erie, New York or its designee.

10. "CAC" shall mean a wholly owned subsidiary of the Sabres (or a limited partnership to be formed of which CAC will be the sole managing partner and in which the Sabres will hold substantially all of the limited partnership interests).

11. "Sabres" shall mean Niagara Frontier Hockey, L.P., a Delaware limited partnership whose sole managing general partner is Niagara Frontier Hockey Management Corporation, a New York corporation.

12. "Construction of the Crossroads Arena" shall mean the construction, demolition, replacement, repair, renovation, planning or design of real property or improvements thereon for a state-of-the-art community entertainment center, referred to herein as "the Crossroads Arena".

13. "Operation of the Crossroads Arena" shall mean the functioning of a state-of-the-art community entertainment center, referred to herein as "the Crossroads Arena", but which do not include those activities set forth in the definition of "Construction of the Crossroads Arena".

14. "Customer" shall mean a Person (including but not limited an individual, firm, corporation or partnership) which leases or purchases commodities or services from CAC or the Sabres, regardless of whether such lease, acquisition or purchase satisfies the definition of a Contract. For example and by way of illustration but not limitation, Customers of CAC or the Sabres include advertisers, ticketholders, suite holders, premium seat club holders, performers, sports teams or franchises other than those owned by the Sabres, and entertainers. A Person is not a Customer when such Person is a supplier of commodities or services.

III. Construction of the Crossroads Arena

The provisions of this Section III shall apply during the Construction of the Crossroads Arena. Copies of Section I, II, and III of this Plan shall be provided to each Contractor or subcontractor in connection with the Construction of the Crossroads Arena.

A. Equal Employment Opportunity for Minority Group Members and Women.

CAC shall and shall require each Contractor to specifically agree that:

1. It will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

2. It shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, labor union or authorized representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

3. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

4. It shall include the provisions of this Section III in every Subcontract in such a manner that the provisions will be binding upon each subcontractor with respect to all of its work in connection with the Construction of the Crossroads Arena.

5. It shall, and shall cause its subcontractors to, make every effort to achieve meaningful participation of minorities and women in its workforce, and shall, and shall require each of its subcontractors, to demonstrate good faith efforts in connection with the Construction of the Crossroads Arena at least as extensive as the following to achieve same:

(a) Ensure and maintain a working environment free of harassment, intimidation and coercion at the Project site(s) and in all facilities at which employees are assigned to work in connection with the Construction of the Crossroads Arena. Foremen, superintendents and/or other supervisory personnel shall be made aware of the obligation to maintain such a working environment.

(b) Establish and maintain a current list of recruitment, training and employment sources for minorities and women, provide written notification to these sources when employment opportunities become available, and provide a reasonable opportunity for such source's response. Such list shall include all employment, recruitment and training sources recommended by CAC and/or UDC.

(c) Maintain a current file of each off-the-street application from minorities or women which includes the name, address and telephone number thereof and the name, address and telephone number of each referral from a union or a recruitment, training or employment source for minorities or women and of the action taken with respect to each individual.

(d) Disseminate the affirmative action/nondiscrimination obligations under this Plan to employment agencies, labor unions or authorized representatives and requesting their cooperation in assisting the Contractor in meeting its obligations, by including a statement that the Contractor is an equal opportunity employer in publications referring to the Contractor and any advertising related to the Contract, including but not limited to any notices of available jobs, and by informing subcontractors of the obligations under this Plan.

(e) Review, before the commencement of construction work at the Project site(s) and at least quarterly thereafter, the affirmative action/nondiscrimination obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions,

including on-site supervisory personnel such as superintendents and general foremen. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and actions taken.

(f) Direct its recruitment efforts, both oral and written, to community organizations representing the interests of minorities and/or women, to schools with minority students, and to employment, recruitment and training organizations serving minorities and/or women in the Contractor's recruitment area. Such notification shall describe the openings, screening procedures and tests to be used in the selection of workers, apprentices or trainees for work in connection with the Construction of the Crossroads Arena.

(g) Encourage minority and women employees to recruit other minority and women workers and, where reasonable, provide after-school, summer and vacation employment to minority and women students.

(h) Ensure that seniority practices, job classifications, work assignments, collective bargaining agreements and other personnel practices do not have a discriminatory effect by monitoring all personnel and employment related activities to ensure that the affirmative action/nondiscrimination obligations under this Plan are being carried out.

(i) Conduct a review, at least quarterly, of adherence to and performance pursuant to this Plan.

(j) Maintain written documentation of all activities pursuant to this Section III.A. in such form as will enable CAC or UDC to verify compliance therewith. Such documentation shall be retained for a period of one year after completion of the Contract and shall be available to CAC or UDC or their representatives during regular business hours.

B. MBE/WBE Participation.

CAC shall, and shall require each Contractor and subcontractor to, take the following good faith efforts to achieve MBE and WBE participation herein:

1. Actively and affirmatively solicit bids for Subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

2. Ensure that plans, specifications, requests for proposals and other documents used to secure proposals for the performance of work or supply of materials will be made available in sufficient time for review by prospective MBEs or WBEs.

3. Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.

4. Encourage, where economically and technically feasible, the formation of joint ventures, partnerships or other similar arrangements among contractors to enhance participation by MBEs and WBEs.

5. Consult with and use the services of governmental agencies, their consultants, and contractor associations in connection with efforts to fulfill participation goals.

6. Place timely advertisements in appropriate general circulation, trade and minority and women-oriented publications.

7. Make written solicitations in a timely fashion of MBEs and WBEs.

8. Document and maintain a record of all bid solicitations, including solicitations to MBEs and WBEs, and the results thereof.

9. Take such other reasonable measures as CAC or UDC shall direct.

C. Training.

Each Contractor (and CAC, if it engages in construction related activity) shall provide and maintain an on-site training program for the purpose of educating unskilled individuals, occupying entry level positions in specific construction trade procedures and skills required in connection with the Contract. Such training programs shall be initiated upon commencement of the

Contractor's work and continue through the completion of the Contract.

If the Contractor (or CAC, if it engages in construction related activity), in its sole discretion, implements on-site supervisory or management training programs, such Contractor (or CAC as the case may be) shall use its best efforts to include minorities and women in such training programs.

Prior to initiation of any training program, each Contractor shall submit to CAC a detailed written description of the specific components of the training program for CAC's approval and shall receive same prior to commencing the program. CAC shall forward to UDC a copy of all programs it approves within ten (10) days of such approval.

D. Compliance.

1. CAC, if applicable, shall submit to UDC or its designated agent, and Contractor shall submit to CAC or its designated agent, with copies to the UDC, compliance reports as approved by UDC. Each compliance report shall include but not be limited to the following information:

(a) The name, address and telephone number of each MBE and WBE being used or intended to be used to comply with the participation goals;

(b) A brief description of the Contract scope of work to be performed by each MBE and WBE and the scheduled dates for performance;

(c) A statement of whether there is a written agreement with each MBE and WBE being used or intended to be used and, if requested, copies of such agreements;

(d) The actual total cost of each Contract, the work performed and the materials provided, and the scope of work to be performed by each MBE and WBE for each Contract;

(e) The actual amounts of any payments made to each MBE and WBE as of the date the compliance report was submitted; and

EXHIBIT B

PROJECT CONSTRUCTION SCHEDULE

EXHIBIT D

GENERAL CONDITIONS TO THE CONTRACT

(See Attached)

THE ZAEPFEL-KROG CORPORATION

CROSS DEMOS PARKING STRUCTURE

CONST. SCHEDULE

PRELIMINARY

	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG
MOBILIZATION												
EXCAVATION												
PILING												
FOUNDATIONS												
STRUCTURAL CONC.												
PRECAST ERECTION												
MASONRY												
WINDOWS												
STAIRS												
ELEVATOR												
SPRINKLER SYS.												
PAINTING												
PLUMBING												
ELECTRIC												
TRAFFIC CONTROL												

(f) The percentage of total MBE and WBE contractors, subcontractors, vendors and suppliers utilized for the Construction of the Crossroads Arena and total contract value such percentages constitute.

2. During the initial construction of the Crossroads Arena, CAC or UDC may conduct a semi-annual audit and compliance review at such time and in such manner as it deems necessary in order to review compliance with this Plan. Thereafter, CAC or UDC may annually conduct an audit and compliance review in order to review compliance with this Plan.

3. Contractor will incorporate or cause to be incorporated the requirements of this Plan in all of its Subcontracts entered into in connection with the Construction of the Crossroads Arena in such manner as will require each subcontractor to comply with this Plan.

4. For purposes of determining the contract value of work performed by MBEs and WBEs, all contracts, whether awarded directly by CAC, by a Contractor, or awarded by the subcontractor of a Contractor, shall be considered. The following standards shall apply in determining the dollar value of any contract involving an MBE or WBE:

(a) Where the MBE or WBE is the Contractor or where the Contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.

(b) Where the Contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be the contract price multiplied by the percentage which represents the interest of the MBEs or WBEs in the venture.

(c) Where the MBE or WBE is a Contractor which subcontracts work to a party not an MBE or WBE, the value shall be the excess, if any, of the contract price of the work contracted by the MBE or WBE over the contract price of the work subcontracted by such MBE or WBE.

(d) Where the MBE or WBE is a bona fide supplier, the value shall be the price of the materials purchased, provided that if the MBE or WBE acts as a supplier or distributor of goods

manufactured or produced by a party which is not an MBE or WBE, the price paid by the MBE or WBE to the manufacturer or supplier shall be deducted from the price of the materials purchased.

5. In the event CAC or a Contractor is unable to achieve the above-noted MBE and/or WBE participation numerical objectives:

(a) CAC and each Contractor will maintain detailed records of the good faith actions that it and its contractors and subcontractors have taken to achieve the participation goals in such form as will enable CAC or the UDC to determine that Contractor has indeed made such good faith efforts in accordance with this Plan. Records shall include, but not be limited to, those set forth in Sections III.A. and III.B. above.

(b) The Contractor may apply to CAC or its designee (or, if applicable, CAC may apply to UDC or its designee) for a waiver or modification of the Plan's requirements by the submission of a written request for a waiver or modification documenting good faith efforts by the Contractor (or CAC, if applicable) to meet the participation goals of the Plan, which waiver or modification may be granted after careful consideration of the following factors:

(i) The names of general circulation, trade association and minority and women-oriented publications in which bids were solicited;

(ii) The dates bid solicitations for MBE and WBE participation were published in any of the publications identified pursuant to paragraph (i) and the text of the bid solicitation;

(iii) A list of MBEs and WBEs which were solicited in writing to provide bids;

(iv) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all MBEs and WBEs;

(v) Copies of responses made by MBEs and WBEs to solicitations made by (CAC or) the Contractor;

(vi) A description of any contract documents, plans, or specifications made available to MBEs and WBEs for purposes of soliciting their bids, and the dates and manner in which these documents were made available;

(vii) Documentation of any negotiations between CAC or the Contractor and MBEs and WBEs;

(viii) With respect to the recruitment efforts undertaken to identify and hire supervisory employees, evidence of good faith efforts may include, but not be limited to, CAC's, the Contractor's and each subcontractor's participation at women and minority job fairs, each party's utilization of employment and job placement agencies, each party's encouragement of its women and minority supervisory personnel to solicit other employees, and, the number of interviews granted to qualified applicants;

(ix) Any other information determined relevant by CAC or the Contractor; and

(x) A statement setting forth CAC's or the Contractor's bases for requesting a waiver or modification.

6. Each Subcontract entered into for the Construction of the Crossroads Arena shall include a provision that CAC and UDC shall be deemed third-party beneficiaries of the provisions included in such Subcontract pursuant to this Plan and shall have the full right of enforcement thereof. Nothing contained in this Plan shall be construed to create any third party beneficiary right in any party other than as expressly provided herein.

E. Sanctions.

In the event Contractor fails to comply with the provisions of this Plan, CAC may withhold payment of any amounts due, suspend, cancel or terminate any Contract without incurring any penalty or damage on account of such action and without any further liability.

IV. Operation of the Crossroads Arena

The provisions of this Section IV shall apply during the Operation of the Crossroads Arena. Copies of Section I, II and IV of this Plan shall be provided to each Contractor or subcontractor in connection with the Operation of the Crossroads Arena.

A. Equal Employment Opportunity for Minority Group Members and Women.

1. CAC shall and shall require the Sabres and each Contractor to specifically agree that:

(a) It will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) It shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, labor union or authorized representative will affirmatively cooperate in the implementation of the obligations herein.

(c) It shall state in all solicitations or advertisements for employees that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

2. Each Contractor will include the provisions of this Section IV in every Subcontract in such a manner that the provisions will be binding upon each subcontractor with respect to all of its work in connection with a Contract.

3. CAC, the Sabres (except as to hockey players, scouts and coaches, the hockey general manager, assistant general manager and

trainers of the Sabres), and each Contractor and subcontractor shall make every effort to achieve meaningful participation of minorities and women in its work force, and will demonstrate good faith efforts at least as extensive as the following to achieve same:

(a) Ensure and maintain a working environment free of harassment, intimidation and coercion in all facilities at which employees are assigned to work and ensure that all supervisory personnel are aware of and carry out the obligation to maintain such a working environment with specific attention to minorities and women working at such site(s) or in such facilities.

(b) Establish and maintain a current list of recruitment, training and employment sources for minorities and women, provide written notification to these sources when employment opportunities become available, and provide a reasonable opportunity for such source's response. Such list shall include all employment, recruitment and training sources recommended by CAC and/or UDC.

(c) Maintain a current file of each off-the-street application from minorities or women which includes the name, address and telephone number thereof and the name, address and telephone number of each referral from a union or a recruitment, training or employment source for minorities or women and of the action taken with respect to each individual.

(d) Disseminate the affirmative action/nondiscrimination obligations under this Plan to employment agencies, labor unions or authorized representatives and requesting their cooperation and assistance in meeting the obligations under this Plan, by including a statement that it is an equal opportunity employer in advertising and notices of available jobs with CAC, the Sabres or the Contractor, and by informing subcontractors of the obligations under this Plan.

(e) Review, at least annually, the affirmative action/nondiscrimination obligations under this Plan with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including on-site supervisory personnel such as superintendents and general foremen. A written record shall be made and maintained identifying the time

and place of these meetings, persons attending, subject matter discussed, and actions taken.

(f) Direct recruitment efforts, both oral and written, to community organizations representing the interests of minorities and/or women, to schools with minority students, and to employment, recruitment and training organizations serving minorities and/or women in the Western New York area. Written notification may include a description of the openings, screening procedures and tests to be used in the selection of workers, apprentices or trainees.

(g) Encourage minority and women employees to recruit other minority and women workers and, where reasonable, provide afterschool, summer and vacation employment to minority and women students.

(h) Ensure that seniority practices, job classifications, work assignments, collective bargaining agreements and other personnel practices do not have a discriminatory effect by monitoring all personnel and employment related activities to ensure that the affirmative action/nondiscrimination obligations under this Plan are being carried out.

(i) Conduct periodic reviews, of adherence to and performance pursuant to this Plan.

(j) Maintain written documentation of all activities pursuant to this Section IV.A. in such form as will enable verification of compliance therewith. Such documentation shall be retained for a period of one year and shall be available to CAC, UDC or their designees during regular business hours.

B. MBE/WBE Participation.

1. With respect to the Operation of the Crossroads Arena, CAC will, and will require its Contractors and subcontractors (other than the Sabres) to, take the following good faith efforts to achieve MBE and WBE participation herein:

(a) Actively and affirmatively solicit bids for Contracts and Subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

(b) Ensure that plans, specifications, requests for proposals and other documents used to secure proposals for the performance of work or supply of materials will be made available in sufficient time for review by prospective MBEs or WBEs.

(c) Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBEs and WBEs.

(d) Encourage, where economically and technically feasible, the formation of joint ventures, partnerships or other similar arrangements to enhance participation by MBEs and WBEs.

(e) Consult with governmental agencies, their consultants and contractor associations in connection with efforts to fulfill participation goals.

(f) Place timely advertisements in appropriate general circulation, trade and minority and women-oriented publications.

(g) Make written solicitations in a timely fashion of MBEs and WBEs.

(h) Document and maintain a record of all Contract solicitations, including solicitations to MBEs and WBEs, and the results thereof.

2. The Sabres shall develop and periodically update a list of qualified MBEs and WBEs to which it shall refer, prior to purchasing supplies or materials, in order to create business opportunities for such firms, and to provide such list to CAC. The Sabres may seek the assistance of the City, County and New York State in the development of such list of qualified MBEs and WBEs.

C. Training.

With respect to the Operation of the Crossroads Arena, CAC, if appropriate and applicable, and each Contractor shall provide and maintain an on-site program for the purpose of educating unskilled individuals occupying entry level positions in specific skills required in connection with the Contract. Each Contractor shall submit to CAC and, if applicable, CAC shall submit to UDC a detailed written description of the specific components of the

training plan for CAC's and/or UDC's approval and shall receive same prior to commencing the program. CAC shall forward to UDC, or its designee, a copy of all programs it approves within ten (10) days of such approval.

If the labor market is not providing qualified minority or women candidates for supervisory positions, training programs which are funded by the federal, state, county or city government or other public or private agencies may be implemented.

If a Contractor (or CAC, if appropriate and applicable), in its sole discretion, implements on-site supervisory or management training programs, such Contractor (or CAC) shall use its best efforts to include minorities and women in such training programs.

D. Compliance.

1. CAC or UDC may annually conduct an audit and compliance review of CAC or the Sabres at such time and in such manner as it deems necessary in order to review compliance with this Plan.

2. CAC and each Contractor shall incorporate or cause to be incorporated the requirements of this Plan in all of its Contracts or Subcontracts entered into in connection with a Contract in such manner as will require each subcontractor to comply with this Plan.

3. Contractors and the Sabres will submit to CAC, and CAC, if applicable, to UDC, compliance reports which shall describe all steps which have been taken to comply with this Plan, including, where applicable:

(a) The name, address and telephone number of each MBE and WBE which CAC or Contractor is using or intends to use to comply with the participation goals;

(b) A brief description of the Contract scope of work to be performed for CAC or Contractor by each MBE and WBE and the scheduled dates for performance;

(c) A statement of whether CAC, the Sabres or Contractor have a written agreement with any MBE and WBE which CAC, the Sabres or Contractor is using or intends to use and, if requested, copies of such agreements;

(d) The actual total cost of any Contract or Subcontract, the work performed and the materials provided, and the scope of work to be performed by each MBE and WBE for each Contract or Subcontract;

(e) The actual amounts of any payments made to each MBE and WBE as of the date the compliance report was submitted; and

(f) A report detailing compliance with the Equal Employment Opportunity provisions of this Section IV.

4. For purposes of determining the contract value of work performed by MBEs and WBEs, all contracts, whether awarded directly by CAC or by Contractors or subcontractors, shall be considered. The following standards shall apply in determining the dollar value of any contract involving an MBE or WBE:

(a) Where the MBE or WBE is the Contractor or where the Contractor is a joint venture consisting entirely of MBEs or WBEs, the value shall be 100% of the contract price.

(b) Where the Contractor is a joint venture including one or more MBEs or WBEs as joint venturer(s), the value shall be the contract price multiplied by the percentage which represents the interest of the MBEs or WBEs in the venture.

(c) Where the MBE or WBE is a Contractor which subcontracts work to a party not an MBE or WBE, the value shall be the excess, if any, of the contract price of the work contracted by the MBE or WBE over the contract price of the work subcontracted by such MBE or WBE.

(d) Where the MBE or WBE is a bona fide supplier, the value shall be the price of the materials purchased, provided that if the MBE or WBE acts as a supplier or distributor of goods manufactured or produced by a party which is not an MBE or WBE, the price paid by the MBE or WBE to the manufacturer or supplier shall be deducted from the price of the materials purchased.

5. In the event CAC, the Sabres or a Contractor is unable to achieve the above-noted equal employment opportunity or MBE/WBE participation numerical objectives:

(a) Detailed records of the good faith actions that it has undertaken to achieve the goals shall be maintained in such form as will enable CAC or the UDC to determine that such good faith efforts have been undertaken. Records shall include, but not be limited to, those set forth in Sections IV.A. and IV.B. above.

(b) The Contractor or the Sabres may apply to CAC, or in the case of CAC, it may apply to UDC, for a waiver or modification of the Plan's requirements by the submission of a written request for a waiver or modification stating the bases for such request and documenting good faith efforts to meet the goals of the Plan, which waiver or modification may be granted after careful consideration of the relevant following factors:

(i) The names of general circulation, trade association and minority and women-oriented publications in which employment opportunities were advertised or bids solicited.

(ii) The dates, employment opportunities or bid solicitations for MBE and WBE participation were published in any of the publications identified pursuant to paragraph (i) and its text.

(iii) A list of MBEs and WBEs which were solicited in writing to provide bids.

(iv) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all MBEs and WBEs.

(v) Copies of responses made by MBEs and WBEs to solicitations.

(vi) A description of any contract documents, plans, or specifications made available to MBEs and WBEs for purposes of soliciting their bids, and the dates and manner in which these documents were made available.

(vii) Documentation of any negotiations between CAC, the Sabres or Contractor with MBEs and WBEs.

(viii) The nature of all recruitment efforts undertaken to identify and hire management and other employees. Such efforts shall include, but not be limited to, CAC's, or the Sabres or the Contractor's the participation at women and minority job fairs, utilization of employment and job placement agencies, encouragement of their women and minority management personnel to solicit other management and non-management employees.

(ix) The number of job applications received by CAC, the Sabres and Contractor for all positions, both management and non-management. The number of interviews granted to such applicants.

(x) Any other relevant information.

6. Each Contract or Subcontract shall include a provision that CAC, UDC and the City shall be deemed third-party beneficiaries of the provisions included in such Contract or Subcontract pursuant to this Plan and shall have the full right of enforcement thereof. Nothing contained in this Plan shall be construed to create any third party beneficiary right in any party other than as expressly provided herein.

E. Failure to Comply.

In the event CAC or the Sabres is notified of its failure to meet the provisions of this Plan, CAC or the Sabres will take appropriate steps to correct such deficiencies and will notify the City (as the designee of UDC), in writing, of the steps taken to remedy such deficiencies. The City (as the designee of UDC) reserves the right to suggest reasonable steps to correct such deficiencies.

V. City, UDC and County Cooperation and Dissemination of the Objectives of this Plan

The City, County and UDC shall support CAC, Contractors, and the Sabres in working with applicable unions to obtain greater affirmative action and equal employment opportunities in accordance with this Plan. Similarly, CAC and the Sabres shall provide copies of Section I of this Plan or a similar policy statement to Customers.

VI. Modifications

This Plan shall not be altered without the written consent of the City (as the designee of UDC).

VI. Modifications

This Plan shall not be altered without the written consent of the City (as the designee of UDC).

H:\LBO\SABRES\AAP10.13

10/13/94

CROSSROADS ARENA CORPORATION

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY HIRING PLAN

DOCUMENT NOT IN BINDER

DOCUMENT TO BE DELIVERED
TO MARINE MIDLAND BANK
AS AGENT FOR FINANCING PARTICIPANTS

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
UDC AS AGENT FOR
CITY OF BUFFALO AND
BUFFALO URBAN RENEWAL AGENCY

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
MARINE MIDLAND BANK
AS AGENT FOR
FINANCING PARTICIPANTS

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
UDC AS AGENT FOR
CITY OF BUFFALO AND
BUFFALO URBAN RENEWAL AGENCY

DOCUMENT NOT IN BINDER

DOCUMENT IN POSSESSION OF
UDC AS AGENT FOR
CITY OF BUFFALO AND
BUFFALO URBAN RENEWAL AGENCY

Document 51-53

Original insurance policies are maintained by
Marine Midland Bank

ACORD. INSURANCE BINDER

CSR FB ISSUE DATE (MM/DD/YY) 05/04/95
CROS-08

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

DUCER
wley Service Inc
0 Delaware Avenue
ffalo NY 14202

6-849-8618

DE SUB-CODE
02606

URED
Crossroads Arena LLC, Niagara Frontier Hockey, Mgmnt Corp.*
140 Main Street
Buffalo NY 14202

COMPANY: St Paul Fire & Marine Ins
BINDER NO. 1326

EFFECTIVE DATE	EFFECTIVE TIME			EXPIRATION DATE	EXPIRATION TIME		
10/27/94	12:01	X	AM	10/27/95	X	12:01 AM	
			PM			NOON	

☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
Builders Risk Coverage
Policy #IM3100344

VERAGES TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS AMOUNT	DEDUCTIBLE	COINSUR.
OPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC.	Builders Risk	88000000	**	
Builders Risk - All Risk	Soft Costs & Extra Expense	11250000	INCL	
**$25,000 Ded	Loss of Income	19600000	INCL	
	Flood & Earthquake	25000000	INCL	

NERAL LIABILITY			
☐ COMMERCIAL GENERAL LIABILITY		GENERAL AGGREGATE	$
☐ CLAIMS MADE ☐ OCCUR		PRODUCTS - COMP/OP AGG.	$
☐ OWNER'S & CONTRACTOR'S PROT.		PERSONAL & ADV. INJURY	$
		EACH OCCURRENCE	$
		FIRE DAMAGE (Any one fire)	$
	RETRO DATE FOR CLAIMS MADE:	MED. EXPENSE (Any one person)	$
TOMOBILE LIABILITY		COMBINED SINGLE LIMIT	$
☐ ANY AUTO		BODILY INJURY (Per person)	$
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident)	$
☐ SCHEDULED AUTOS		PROPERTY DAMAGE	$
☐ HIRED AUTOS		MEDICAL PAYMENTS	$
☐ NON-OWNED AUTOS		PERSONAL INJURY PROT.	$
☐ GARAGE LIABILITY		UNINSURED MOTORIST	$
			$
TO PHYSICAL DAMAGE DEDUCTIBLE	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE	
☐ COLLISION:		☐ STATED AMOUNT	$
☐ OTHER THAN COL:		☐ OTHER	
CESS LIABILITY		EACH OCCURRENCE	$
☐ UMBRELLA FORM		AGGREGATE	$
☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION	$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ STATUTORY LIMITS	
		EACH ACCIDENT	$
		DISEASE-POLICY LIMIT	$
		DISEASE-EACH EMPLOYEE	$

PECIAL CONDITIONS/OTHER COVERAGES

*Named Insured: Crossroads Arena, LLC, Niagara Frontier Hockey Management Corporation, Niagara Frontier Hockey, L.P., Buffalo Sabres Concession LLC, Arena, Inc. and their affiliated and subsidiary companies now existing or hereafter created; and all contractors and subcontractors of any tier.

NAME & ADDRESS
Marine Midland Bank
C/O Real Estate Finance Dept.
1 Marine Midland Ctr 15th Fl
Buffalo NY 14203

☐ MORTGAGEE
☐ LOSS PAYEE
☐ ADDITIONAL INSURED
X See Addendum

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 75-S (7/90)a NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE © ACORD CORPORATION 1990

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

APPLICABLE IN NEVADA

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ADDENDUM TO BUILDERS RISK CERTIFICATE OF INSURANCE

1. *Named Insured under Builders Risk Policy:*

   Crossroads Arena, LLC, Niagara Frontier Hockey Management Corporation, Niagara Frontier Hockey, L.P., Buffalo Sabres Concession LLC, Arena, Inc. and their affilitated and subsidiary companies now existing or hereafter created; and all contractors and subcontractors of any tier.

2. *It is agreed that, except for business interruption insurance proceeds in connection with the Concession Lease Agreement, all insurance proceeds with respect to all loss or damage to the Arena be endorsed and made payable to Crossroads Arena LLC and Marine Midland Bank, as agent for all Public and Private Sector Participants.*

   It is further agreed that proceeds with respect to any business interruption loss shall be endorsed and made payable to Crossroads Arena LLC and Shawmut Bank, N.A. and Fleet Bank, N.A. as Loss Payes with respect to their interest in such business interruption proceeds pursuant to the Concession Loan Agreement.

3. *Additional Interests covered under the Builders Risk Coverage (pursuant to the Development and Construction Agreement, ECIDA Lease, Construction Loan Agreement, Concessiion Loan Agreement and Financing Participants Agreement):*

   A. *County of Erie*
   95 Franklin Street
   10th Floor
   Bufalo, New York 14202
   Attn: Commissioner
   Department of Environment & Planning

   Included as Additional Insured

   B. *Erie County Industrial Development Agency*
   424 Main Street
   Buffalo, New York 14202
   Attn: Mr. Alfred D. Culliton

   Included as Additional Insured

C. *Buffalo Urban Renewal Agency*
920 City Hall
Buffalo, New York 14202
Attn: M.L. McCarthy, Esq.

Included as Additional Insured

D. *Marine Midland Bank*
c/o Real Estate Finance Department
One Marine Midland Center
15th Floor
Buffalo, New York 14203

Included as Mortgagee on its own behalf and as agent for itself and Key Bank of New York

E. *Shawmut Bank, N.A.*
One Federal Street
Boston, MA 02211
Attn: Mr. David Spaline, V.P.

Included as Loss Payee in connection with Business Interruption Losses pursuant to the Concession Loan Agreement

F. *Fleet Bank, N.A.*
10 Fountain Plaza
Buffalo, New York 14202

Added as Loss Payee in connection with Business Interruption Losses pursuant to the Concession Loan Agreement

4. *There shall be no recourse against the Public Sector Participants or Private Sector Partcipants for the payment of premiums or commissions or additional premiums or assessments. (See Schedule of Public Sector Partcipants and Private Sector Participants attached.)*

5. *With respect to the Public Sector Participants and Private Sector Participants insured hereunder, the insurance shall not be invalidated by any action or inaction of Crossroads Arena LLC and shall insure such Public Sector Participants and Private Sector Participants regardless, and any losses shall be payable notwithstanding, any foreclosured or other proceeding or notice of sale relating to the Crossroads.*

6. *In the event that the Insurance Company cancels this policy for any reason whatsoever, or the policy is allowed to lapse, expire or there by any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Public Sector Participants and Private Sector Participants, until at least sixty (60) days after receipt by the Public Sector Participants and Private Sector Participants, respectively, of written notice by the Insurance Company of such cancellation, lapse, expiration, reduction or change. In the event of cancellation for non-payment of premium, ten (10) days notice thereof shall be provided.*

7. *It is agreed that the Insurance Company waives any right of subrogation of the Insurance Company hereunder against any insured hereunder and/or any of the Public Sector Participants or Private Sector Participants, and waives any right of the Insurance Company to any setoff or counterclaim or any other deduction, whether by attachment or otherwise. In respect to any liability of any person insured under this policy and/or any of the Public Sector Participants and Private Sector Participants.*

SCHEDULE OF PARTICIPANTS

Public Sector Participants

City of Buffalo
Attn: Mr. Edward D. Peace, Esq.
City Hall Room 110
Buffalo, New York 14202

County of Erie
Attn: Mr. Richard M. Tobe
Dept. of Environment & Planning
95 Franklin St. 10th Floor
Buffalo, New York 14202

New York State Urban Development Corp.
Attn: Mr. Larry Panicali
1515 Broadway 53rd Floor
New York, New York 10036

Buffalo Urban Renewal Agency
Attn: M.L. McCarthy, Esq.
920 City Hall
Buffalo, New York 14202

Erie County Industrial
Development Agency
Attn: Mr. Alfred D. Culliton
424 Main Street
Buffalo, New York 14202

Private Participants

Shawmut Bank, N.A.
Attn: Mr. David Spaline, VP
One Federal Street
Boston, MA 02211

Fleet Bank, N.A.
10 Fountian Plaza
Buffalo, New York 14202

Marine Midland Bank
C/O Real Estate Finance
Department
One Marine Midland Ctr
15th Floor
Buffalo, New York 14203

Key Bank of New York
Commerical Loan Servicing
P.O. Box 686
Buffalo, New York 14240

ACORD. EVIDENCE OF PROPERTY INSURANCE

CSR FB DATE (MM/DD/YY) 05/04/95
CROS-08

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

DUCER

wley Service Inc
) Delaware Avenue
ffalo NY 14202

COMPANY

St Paul Fire & Marine Ins
PO Box 2129
Syracuse NY 13220

E SUB-CODE
02606

URED

Crossroads Arena LLC,
(See addendum)
140 Main Street
Buffalo NY 14202

LOAN NUMBER

POLICY NUMBER
IM03100344

EFFECTIVE DATE (MM/DD/YY) 10/27/94
EXPIRATION DATE (MM/DD/YY) 10/27/95
CONT. UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

OPERTY INFORMATION

ATION/DESCRIPTION 001

Project: Crossroads Arena

VERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ilders Risk Coverage - All Risk	88,000,000	$25,000
ditional Coverages:		
Occupancy Clause Excluded		
Debris Removal		
Building Ordinance Coverage		
Soft Costs & Extra Expense	11,250,000	INCLUDED
Loss of Income	19,600,000	INCLUDED
Flood & Earthquake	25,000,000	INCLUDED

EMARKS (Including Special Conditions)

ANCELLATION SEE ADDENDUM

XTHE POLICY IS SUBJECT TO THE FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD
XTHE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW
WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT
INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS.

DDITIONAL INTEREST

AME AND ADDRESS

Marine Midland Bank
C/O Real Estate Finance Dept
One Marine Midland Ctr
Buffalo 15th Fl NY 14203

NATURE OF INTEREST

MORTGAGEE

ADDITIONAL INSURED

LOSS PAYEE

X (OTHER) See addendum

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

William Lawler

ACORD 27 (2/88)

© ACORD CORPORATION 1988

ADDENDUM TO BUILDERS RISK CERTIFICATE OF INSURANCE

1. *Named Insured under Builders Risk Policy:*

   Crossroads Arena, LLC, Niagara Frontier Hockey Management Corporation, Niagara Frontier Hockey, L.P., Buffalo Sabres Concession LLC, Arena, Inc. and their affilitated and subsidiary companies now existing or hereafter created; and all contractors and subcontractors of any tier.

2. *It is agreed that, except for business interruption insurance proceeds in connection with the Concession Lease Agreement, all insurance proceeds with respect to all loss or damage to the Arena be endorsed and made payable to Crossroads Arena LLC and Marine Midland Bank, as agent for all Public and Private Sector Participants.*

   It is further agreed that proceeds with respect to any business interruption loss shall be endorsed and made payable to Crossroads Arena LLC and Shawmut Bank, N.A. and Fleet Bank, N.A. as Loss Payes with respect to their interest in such business interruption proceeds pursuant to the Concession Loan Agreement.

3. *Additional Interests covered under the Builders Risk Coverage (pursuant to the Development and Construction Agreement, ECIDA Lease, Construction Loan Agreement, Concessiion Loan Agreement and Financing Participants Agreement):*

   A. *County of Erie*
   95 Franklin Street
   10th Floor
   Bufalo, New York 14202
   Attn: Commissioner
   Department of Environment & Planning

   Included as Additional Insured

   B. *Erie County Industrial Development Agency*
   424 Main Street
   Buffalo, New York 14202
   Attn: Mr. Alfred D. Culliton

   Included as Additional Insured

C. *Buffalo Urban Renewal Agency*
920 City Hall
Buffalo, New York 14202
Attn: M.L. McCarthy, Esq.

Included as Additional Insured

D. *Marine Midland Bank*
c/o Real Estate Finance Department
One Marine Midland Center
15th Floor
Buffalo, New York 14203

Included as Mortgagee on its own behalf and as agent for itself and Key Bank of New York

E. *Shawmut Bank, N.A.*
One Federal Street
Boston, MA 02211
Attn: Mr. David Spaline, V.P.

Included as Loss Payee in connection with Business Interruption Losses pursuant to the Concession Loan Agreement

F. *Fleet Bank, N.A.*
10 Fountain Plaza
Buffalo, New York 14202

Added as Loss Payee in connection with Business Interruption Losses pursuant to the Concession Loan Agreement

4. *There shall be no recourse against the Public Sector Participants or Private Sector Partcipants for the payment of premiums or commissions or additional premiums or assessments. (See Schedule of Public Sector Partcipants and Private Sector Participants attached.)*

5. *With respect to the Public Sector Participants and Private Sector Participants insured hereunder, the insurance shall not be invalidated by any action or inaction of Crossroads Arena LLC and shall insure such Public Sector Participants and Private Sector Participants regardless, and any losses shall be payable notwithstanding, any foreclosured or other proceeding or notice of sale relating to the Crossroads.*

6. *In the event that the Insurance Company cancels this policy for any reason whatsoever, or the policy is allowed to lapse, expire or there by any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Public Sector Participants and Private Sector Participants, until at least sixty (60) days after receipt by the Public Sector Participants and Private Sector Participants, respectively, of written notice by the Insurance Company of such cancellation, lapse, expiration, reduction or change. In the event of cancellation for non-payment of premium, ten (10) days notice thereof shall be provided.*

7. *It is agreed that the Insurance Company waives any right of subrogation of the Insurance Company hereunder against any insured hereunder and/or any of the Public Sector Participants or Private Sector Participants, and waives any right of the Insurance Company to any setoff or counterclaim or any other deduction, whether by attachment or otherwise. In respect to any liability of any person insured under this policy and/or any of the Public Sector Participants and Private Sector Participants.*

SCHEDULE OF PARTICIPANTS

Public Sector Participants

City of Buffalo
Attn: Mr. Edward D. Peace, Esq.
City Hall Room 110
Buffalo, New York 14202

County of Erie
Attn: Mr. Richard M. Tobe
Dept. of Environment & Planning
95 Franklin St. 10th Floor
Buffalo, New York 14202

New York State Urban Development Corp.
Attn: Mr. Larry Panicali
1515 Broadway 53rd Floor
New York, New York 10036

Buffalo Urban Renewal Agency
Attn: M.L. McCarthy, Esq.
920 City Hall
Buffalo, New York 14202

Erie County Industrial
Development Agency
Attn: Mr. Alfred D. Culliton
424 Main Street
Buffalo, New York 14202

Private Participants

Shawmut Bank, N.A.
Attn: Mr. David Spaline, VP
One Federal Street
Boston, MA 02211

Fleet Bank, N.A.
10 Fountian Plaza
Buffalo, New York 14202

Marine Midland Bank
C/O Real Estate Finance
Department
One Marine Midland Ctr
15th Floor
Buffalo, New York 14203

Key Bank of New York
Commerical Loan Servicing
P.O. Box 686
Buffalo, New York 14240

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 3/28/95

UCER
ice & Company
7 Franklin St.
uffalo, New York 14202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: The Travelers (Phoenix)
COMPANY B:
COMPANY C:
COMPANY D:

ED
Crossroads Arena, LLC, Niagara Frontier Hockey Management Corportion, Niagara Frontier Hockey L.P., Buffalo Sabres Concession LLC and Arena, Inc.
140 Main St., Buffalo, New York 14202

ERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY				GENERAL AGGREGATE	$
COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$
CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
OWNER'S & CONT PROT				EACH OCCURRENCE	$
				FIRE DAMAGE (Any one fire)	$
				MED EXP (Any one person)	$
AUTOMOBILE LIABILITY					
X ANY AUTO	I-810-318K2832-PHX-95	1/1/95	1/1/96	COMBINED SINGLE LIMIT	$ 1,000,000
ALL OWNED AUTOS				BODILY INJURY (Per person)	$
SCHEDULED AUTOS					
X HIRED AUTOS				BODILY INJURY (Per accident)	$
X NON-OWNED AUTOS					
				PROPERTY DAMAGE	$
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
ANY AUTO				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	$
				AGGREGATE	$
EXCESS LIABILITY				EACH OCCURRENCE	$
UMBRELLA FORM				AGGREGATE	$
OTHER THAN UMBRELLA FORM					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EACH ACCIDENT	$
				DISEASE - POLICY LIMIT	$
				DISEASE - EACH EMPLOYEE	$
OTHER					

CRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Pursuant to the Construction Loan Agreement
60 days written notice applies to cancellation, material change and non-renewal

RTIFICATE HOLDER

Marine Midland Bank
C/O Real Estate Finance Department
One Marine Midland Center, 15th floor
Buffalo, New York 14203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL [illegible] MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED [illegible]

AUTHORIZED REPRESENTATIVE

ORD 25-S (3/93)

© ACORD CORPORATION 1993

CERTIFICATE OF INSURANCE

CAW 01715

ISSUE DATE (MM/DD/YY) 05/04/95

51 (C)

JCER

SH DUFFIELD CO., INC.
MAIN STREET
FALO NY 14205

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ST. PAUL INSURANCE
COMPANY LETTER	B	AMERICAN ALLIANCE
COMPANY LETTER	C	NATIONAL UNION
COMPANY LETTER	D	FEDERAL INSURANCE CO
COMPANY LETTER	E	

IED

SSROADS ARENA LLC
N: CAROLYN H. HOYT
MAIN STREET
FALO, NY 14202

ERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	590ID0348	10/27/94	10/27/96	GENERAL AGGREGATE	$ 3,000,000
X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$ 3,000,000
CLAIMS MADE [X] OCCUR				PERSONAL & ADV. INJURY	$ 2,000,000
OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 2,000,000
X BLANKET CONTRAC				FIRE DAMAGE (Any one fire)	$ 100,000
3 YR COMPL OPS				MED.EXP. (Any one person)	$
AUTOMOBILE LIABILITY	590ID0348	10/27/94	10/27/96	COMBINED SINGLE LIMIT	$ 1,000,000
ANY AUTO				BODILY INJURY (Per person)	$
ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
SCHEDULED AUTOS				PROPERTY DAMAGE	$
X HIRED AUTOS					
X NON-OWNED AUTOS					
GARAGE LIABILITY					
EXCESS LIABILITY	UMB7637299	10/27/94	10/27/96	EACH OCCURRENCE	$ 20,000,000
X UMBRELLA FORM				AGGREGATE	$ 20,000,000
OTHER THAN UMBRELLA FORM					
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
				EACH ACCIDENT	$
				DISEASE-POLICY LIMIT	$
				DISEASE-EACH EMPLOYEE	$
OTHER EXCESS UMBRELLA	4267169	10/27/94	10/27/96	$25,000,000	
EXCESS UMBRELLA	79086818	10/27/94	10/27/96	$25,000,000	

SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PURSUANT TO THE CONSTRUCTION LOAN AGREEMENT)
RINE MIDLAND BANK, ON ITS OWN BEHALF AND AS AGENT FOR ITSELF AND KEY NK OF NEW YORK, IS INCLUDED AS AN ADDITIONAL INSURED WITH COVERAGE FOR RINE MIDLAND BANK PROVIDED ON A PRIMARY BASIS - SEE ADDENDUM.

ERTIFICATE HOLDER

MARINE MIDLAND BANK
C/O REAL ESTATE FINANCE
ONE MARINE MIDLAND
CENTER, 15TH FLOOR
BUFFALO NY 14203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Edwin F. Wall Jr.

© ACORD CORPORATION 1990

ADDENDUM TO GENERAL LIABILITY, NON-OWNED & HIRED AUTO LIABILITY AND EXCESS "UMBRELLA" LIABILITY CERTIFICATE

1. Named Insured under General Liability, Non-Owned & Hired Auto Liability and Excess "Umbrella" Liability policies:

   Crossroads Arena, LLC, Niagara Frontier Hockey Management Corporation, Niagara Frontier Hockey, L.P., Buffalo Sabres Concession LLC, Arena, Inc. and their affiliated and subsidiary companies now existing or hereafter created; Huber Hunt & Nichols, Inc. (General Contractor); and all tiers of subcontractors; and others whom the Owner contracts to furnish insurance under its Owner Controlled Insurance Program for the Crossroads Arena Project.

2. Additional Insureds Covered Under General Liability & Excess "Umbrella" Liability policies (pursuant to the Development and Construction Agreement, ECIDA Lease, Construction Loan Agreement, Concession Loan Agreement and Financing Participants Agreement) with coverage afforded on a primary basis:

   a. County of Erie
   95 Franklin Street, 10th Floor
   Buffalo, New York 14202
   Attn: Commissioner, Dept. of Environment & Planning

   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

   b. Erie County Industrial Development Agency
   424 Main Street
   Buffalo, New York 14202
   Attn: Mr. Alfred D. Culliton

   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

   c. Buffalo Urban Renewal Agency
   920 City Hall
   Buffalo, New York 14202
   Attn: M.L. McCarthy, Esq.

   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

ADDENDUM TO GENERAL LIABILITY & EXCESS "UMBRELLA" LIABILITY CERTIFICATE OF INSURANCE (CONT.)

d. City of Buffalo
City Hall, Room 110
Buffalo, New York 14202
Attn: Mr. Edward D. Peace, Esq.

(Pursuant to the Development and Construction Agreement and ECIDA Lease)

e. New York State Urban Development Corporation
1515 Broadway, 53rd Floor
New York, New York 10036
Attn: Mr. Larry Panicali

(Pursuant to the Development and Construction Agreement)

f. Marine Midland Bank, On its own behalf
and as agent for itself and Key Bank of New York
c/o Real Estate Finance Department
One Marine Midland Center, 15th Floor
Buffalo, New York 14203

(Pursuant to the Construction Loan Agreement)

g. Shawmut Bank, N.A., On its own behalf
and as agent for its co-lenders
One Federal Street
Boston, MA 02211
Attn: Mr. David Spaline, V.P.

(Pursuant to the Concession Loan Agreement)

3. There shall be no recourse against the Public Sector Participants or Private Sector Participants for the payment of premiums or commissions or additional premiums or assessments. (See Schedule of Public Sector Participants and Private Sector Participants below.)

ADDENDUM TO GENERAL LIABILITY & EXCESS "UMBRELLA" LIABILITY CERTIFICATE OF INSURANCE (CONT.)

4. With respect to the Public Sector Participants and the Private Sector Participants, the insurance shall not be invalidated by any action or inaction of Crossroads Arena LLC and shall insure the Public Sector Participants and Private Sector Participants regardless, and any losses shall be payable notwithstanding any foreclosure or other proceeding or notice of sale relating to the Crossroads.

5. The insurance provided hereunder for the Public Sector Participants and Private Sector Participants shall be primary insurance without any right of contribution from any other insurance carried by the Public Sector Participants or the Private Sector Participants to the extent that such other insurance provides Public Sector Participants or Private Sector Participants, as the case may be, with contingent and/or excess liability insurance with respect to its respective interests as such in the construction project. All provisions of this policy, except the limits of liability (which shall be applicable to all Insureds as a group) and liability for premiums (which shall be solely a liability of Crossroads Arena LLC) shall operate in the same manner as if there were a separate policy covering each insured.

6. In the event that the Insurance Company cancels this policy for any reason whatsoever, or the policy is allowed to lapse, expire or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Public Sector Participants and Private Sector Participants, until as least sixty (60) days after receipt by the Public Sector Participants and Private Sector Participants, respectively, of written notice by the Insurance Company of such cancellation, lapse, expiration, reduction or change. In the event of cancellation for non-payment of premium, 10 days notice thereof shall be provided.

7. It is agreed that the Insurance Company waives any right of subrogation of the Insurance Company hereunder against any insured hereunder, and waives any right of the Insurance Company to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect to any liability of any person insured under this policy.

ADDENDUM TO GENERAL LIABILITY & EXCESS "UMBRELLA" LIABILITY CERTIFICATE OF INSURANCE (CONT.)

SCHEDULE OF PARTICIPANTS

PUBLIC SECTOR PARTICIPANTS

City of Buffalo
City Hall, Room 110
Buffalo, New York 14202
Attn: Mr. Edward D. Peace, Esq.

County of Erie
95 Franklin Street, 10th Floor
Buffalo, New York 14202
Attn: Commissioner Dept. of
Environment & Planning

New York State Urban Development Corp
1515 Broadway, 53rd Floor
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Attn: Mr. Larry Panicali

Buffalo Urban Renewal Agency
920 City Hall
Buffalo, New York 14202
Attn: M.L. McCarthy, Esq.

Erie County Industrial Development
Agency
424 Main Street
Buffalo, New York 14202
Attn: Mr. Alfred D. Culliton

PRIVATE SECTOR PARTICIPANTS

Shawmut Bank, N.A
One Federal Street
Boston, MA 02211
Attn: Mr. David Spaline, VP

Fleet Bank, NA
10 Fountain Plaza
Buffalo, New York 14202

Marine Midland Bank
c/o Real Estate Finance
Department
One Marine Midland Center,
15th Floor
Buffalo, New York 14203

Key Bank of New York
Commercial Loan Servicing
P.O. Box 686
Buffalo, New York 14240

Edward F Walsh Jr.
Authorized Representative

May 4, 1994

ACORD. INSURANCE BINDER

3 1 4 3

ISSUE DATE (MM/DD/YY) 01/05/95

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE NEXT PAGE.

UCER ALSH DUFFIELD CO., INC. 01 MAIN STREET UFFALO NY 14205 SUB-CODE	COMPANY ST. PAUL INSURANCE BINDER NO. BINDER10799
	EFFECTIVE DATE: 10/27/94 TIME: 12:01 X AM / PM EXPIRATION DATE: 10/27/96 TIME: X 12 01 AM / NOON
	☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY NO:
RED ROSSROADS ARENA LLC #11801 TTN: CAROLYN H. HOYT 40 MAIN STREET UFFALO NY 14202	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) CROSSROADS ARENA PROJECT (OWNER CONTROLLED INSURANCE PROGRAM) WORKERS' COMPENSATION COVERAGE PROVIDED SEPARATELY TO EACH CONTRACTOR, AND SUBCONTRACTOR

VERAGES TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS AMOUNT	DEDUCTIBLE	COINSUR.
PERTY CAUSES OF LOSS BASIC ☐ BROAD ☐ SPEC.				
ERAL LIABILITY COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR OWNER'S & CONTRACTOR'S PROT. BLKT CONTRACT	3 YEAR COMPLETED OPERATIONS COVERAGE DESIGNATED PREMISES/PROJECT END. SEE NAMED INSUREDS/ADDITIONAL INSUREDS ATTACHED RETRO DATE FOR CLAIMS MADE:	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$ 3,000,000 $ 3,000,000 $ 2,000,000 $ 2,000,000 $ 100,000 $	
OMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT. UNINSURED MOTORIST	$ 1,000,000 $ $ $ $ $ $	
PHYSICAL DAMAGE DEDUCTIBLE COLLISION: OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE ☐ STATED AMOUNT ☐ OTHER	$	
ESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	$ $ $	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $ $ $	

CIAL CONDITIONS/OTHER COVERAGES

ME & ADDRESS

☐ MORTGAGEE ☒ ADDITIONAL INSURED
☐ LOSS PAYEE See attached

LOAN #

AUTHORIZED REPRESENTATIVE

Edward F Wahl Jr.

ORD 75-S (7/90)

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ATTACHMENT TO GENERAL LIABILITY, NON-OWNED & HIRED AUTO LIABILITY, AND EXCESS "UMBRELLA" LIABILITY BINDERS

1. Named Insured under General Liability, Non-Owned & Hired Auto Liability and Excess "Umbrella" Liability policies:

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   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

   b. Erie County Industrial Development Agency
   424 Main Street
   Buffalo, New York 14202
   Attn: Mr. Alfred D. Culliton

   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

   c. Buffalo Urban Renewal Agency
   920 City Hall
   Buffalo, New York 14202
   Attn: M.L. McCarthy, Esq.

   (Pursuant to the Development and Construction Agreement and ECIDA Lease)

ATTACHMENT TO GENERAL LIABILITY, NON-OWNED & HIRED AUTO LIABILITY AND EXCESS "UMBRELLA" LIABILITY BINDERS (CONT.)

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City Hall, Room 110
Buffalo, New York 14202
Attn: Mr. Edward D. Peace, Esq.

(Pursuant to the Development and Construction Agreement and ECIDA Lease)

e. New York State Urban Development Corporation
1515 Broadway, 53rd Floor
New York, New York 10036
Attn: Mr. Larry Panicali

(Pursuant to the Development and Construction Agreement)

f. Marine Midland Bank, On its own behalf
and as agent for itself and Key Bank of New York
c/o Real Estate Finance Department
One Marine Midland Center, 15th Floor
Buffalo, New York 14203

(Pursuant to the Construction Loan Agreement)

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(Pursuant to the Concession Loan Agreement)

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ATTACHMENT TO GENERAL LIABILITY, NON-OWNED & HIRED AUTO LIABILITY AND EXCESS "UMBRELLA" LIABILITY BINDERS (CONT.)

4. With respect to the Public Sector Participants and the Private Sector Participants, the insurance shall not be invalidated by any action or inaction of Crossroads Arena LLC and shall insure the Public Sector Participants and Private Sector Participants regardless, and any losses shall be payable notwithstanding any foreclosure or other proceeding or notice of sale relating to the Crossroads.

5. The insurance provided hereunder for the Public Sector Participants and Private Sector Participants shall be primary insurance without any right of contribution from any other insurance carried by the Public Sector Participants or the Private Sector Participants to the extent that such other insurance provides Public Sector Participants or Private Sector Participants, as the case may be, with contingent and/or excess liability insurance with respect to its respective interests as such in the construction project. All provisions of this policy, except the limits of liability (which shall be applicable to all Insureds as a group) and liability for premiums (which shall be solely a liability of Crossroads Arena LLC) shall operate in the same manner as if there were a separate policy covering each insured.

6. In the event that the Insurance Company cancels this policy for any reason whatsoever, or the policy is allowed to lapse, expire or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Public Sector Participants and Private Sector Participants, until as least sixty (60) days after receipt by the Public Sector Participants and Private Sector Participants, respectively, of written notice by the Insurance Company of such cancellation, lapse, expiration, reduction or change. In the event of cancellation for non-payment of premium, 10 days notice thereof shall be provided.

7. It is agreed that the Insurance Company waives any right of subrogation of the Insurance Company hereunder against any insured hereunder, and waives any right of the Insurance Company to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect to any liability of any person insured under this policy.

ATTACHMENT TO GENERAL LIABILITY, NON-OWNED & HIRED AUTO LIABILITY AND EXCESS "UMBRELLA" LIABILITY BINDERS (CONT.)

SCHEDULE OF PARTICIPANTS

PUBLIC SECTOR PARTICIPANTS

City of Buffalo
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Attn: Mr. Edward D. Peace, Esq.

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Buffalo, New York 14202
Attn: Commissioner Dept. of
Environment & Planning

New York State Urban Development Corp
1515 Broadway, 53rd Floor
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Attn: Mr. Larry Panicali

Buffalo Urban Renewal Agency
920 City Hall
Buffalo, New York 14202
Attn: M.L. McCarthy, Esq.

Erie County Industrial Development
Agency
424 Main Street
Buffalo, New York 14202
Attn: Mr. Alfred D. Culliton

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Shawmut Bank, N.A
One Federal Street
Boston, MA 02211
Attn: Mr. David Spaline, VP

Fleet Bank, NA
10 Fountain Plaza
Buffalo, New York 14202

Marine Midland Bank
c/o Real Estate Finance
Department
One Marine Midland Center,
15th Floor
Buffalo, New York 14203

Key Bank of New York
Commercial Loan Servicing
P.O. Box 686
Buffalo, New York 14240

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
3/27/95

PRODUCER

Rice & Company
37 Franklin St.
Buffalo, New York 14202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: National Surety Corporation
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

Crossroads Arena, LLC, Buffalo Sabres
Concession LLC and Arena Inc.
140 Main St.
Buffalo, New York 14202

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	$
	CLAIMS MADE / OCCUR				PRODUCTS-COMP/OP AGG	$
	OWNER'S & CONT PROT				PERSONAL & ADV INJURY	$
					EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT	$
	ALL OWNED AUTOS					
	SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	HIRED AUTOS					
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY					
	ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL X / EXCL	W 05 WC 80653125	10/1/94	10/1/95	EACH ACCIDENT	$ 500,000
					DISEASE - POLICY LIMIT	$ 500,000
					DISEASE - EACH EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Pursuant to the Construction Loan Agreement
60 days written notice applies to cancellation, material change and non-renewal.

CERTIFICATE HOLDER

Marine Midland Bank
C/O Real Estate Finance Department
One Marine Midland Center, 15th Floor
Buffalo, N.Y. 14203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/93)

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LOS ANGELES • KANSAS CITY • MINNEAPOLIS • WASHINGTON, D.C. • NEW YORK

ELLERBE BECKET ARCHITECTS AND ENGINEERS, P.C.

605 WEST 47TH
SUITE 200
KANSAS CITY
MISSOURI 64112
TEL. 816.561.4449
FAX 816.561.2863

ARCHITECTURE ELLERBE BECKET

received
2/24/95

February 22, 1995

Ms. Carolyn Hoyt
Project Director
Crossroads Arena Corporation
140 Main Street
Buffalo, New York 14202

Re: Crossroads Arena
Commission No. 9101-931
100-year flood plain

Dear Carolyn:

Merritt & Harris, Inc. has requested a letter stating that the project does not lie within a 100-year flood plain.

We offer the following information from the April 24, 1991, "Buffalo Arena and Entertainment Complex Architectural Study", page 23:

"Flood Potential:

Due to its location adjacent to the Buffalo River and Lake Erie prudence dictated an investigation of potential exposure to flooding at the Crossroad's site.

Upon review of the Federal Insurance Administration's Flood Insurance Rate Map, (See Attachment J), it was determined that the Crossroad's site is located both above the 100 year and the 500 year high water projections and is, therefore, classified as a Class C location or "areas of minimal flooding; beyond the 500 year flood." Accordingly, the exposure to potential flooding is judged minimal and should not present a long-term impact if the Crossroad Site is designated as the preferred site."

Please find Attachment J enclosed for your reference.

Sincerely,

ELLERBE BECKET ARCHITECTS AND ENGINEERS, P.C.

Patricia A. Clancy

Patricia A. Clancy
Senior Project Architect

Attachment
dg:\9101931\3\a022395a.pat\

ATTACHMENT J

EXPLANATION OF ZONE DESIGNATIONS
ZONE
EXPLANATION
A
Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
B
Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C
Areas of minimal flooding. (No shading)
PROJECT SITE
WEST HURON STREET
HURON ST
NIAGARA SQUARE
COMET COURT
CHURCH STREET
MAIN STREET
ELM STREET
ELLICOTT STREET
SENECA STREET
CONRAIL RAILROAD
NEW YORK STATE
SOUTH PARK AVE
CONRAIL
MIAMI STREET
MACKINAW ST
O'CONNELL STREET ACCESS ROAD
FUHRMANN BLVD
ZONE A
ZONE B
ZONE C

None

ATTACHMENT J

EXPLANATION OF ZONE DESIGNATIONS
ZONE
EXPLANATION
A
Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
B
Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
* C
Areas of minimal flooding. (No shading)
PROJECT SITE
ZONE C
ZONE B
ZONE A
ZONE C
ZONE B
ZONE C
ZONE C
ZONE B
ZONE C
ZONE C
ZONE B
ZONE C