

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. Ballpark Founders Cardinals Club Agreement. Licensor promises, upon execution and delivery of this Ballpark Founders Cardinals Club Agreement and so long as Licensee fulfills its payment and other obligations hereunder, to grant to Licensee the rights provided for in this Agreement. Licensee is entitled to purchase Season Tickets to regular season home games, exhibition games and tie breakers (collectively, "Regular Season Games") of the St. Louis Cardinals, LLC ("Cardinals") to be played in the major league baseball park to be constructed adjacent to Busch Stadium ("Ballpark") on the terms and conditions set forth in this Agreement. Licensor reserves the right, in its sole discretion, to elect at any time not to proceed with the construction of the Ballpark. Should Licensor abandon its plans to build the Ballpark in downtown St. Louis, the Licensor shall notify Licensee in writing and this Agreement shall terminate on the date of such notice without further liability to either party, except that Licensor shall return the amount paid toward the Seat Payment, without interest, to Licensee.

2. Ballpark Seating Area.

(a) Licensee's seat will be located in the Ballpark in the section, row and seat number reflected on page one hereof ("Seat"). Licensor expressly reserves the right, during the term of this Agreement, to remove the Licensee from the Seat and relocate the Licensee to some other Seat of Licensor's choosing with a comparable location type or field view if Licensor determines such relocation is necessary in connection with the construction or renovation of the Ballpark.

(b) The Seat will be available for use upon the substantial completion of the Ballpark, which Licensor estimates (but does not guarantee) to be in time for the first Regular Season Game in 2006. Licensee's receipt of an invoice for Season Tickets for the Seat will serve as notice that the Ballpark is substantially completed.

3. Ticket Purchase Rights and Obligations.

(a) Licensee has the right to purchase tickets for the Seat for all Regular Season Games ("Season Tickets"), and the obligation to make such purchases in order to retain Licensee's rights under this Agreement. Licensee has the right, but not the obligation, to purchase tickets for the Seat for all post-season home games ("Playoff Games") and major league all-star baseball games ("All-Star Games") played in the Ballpark for the term of this Agreement; provided, however, that for these events, Licensor may substitute tickets to a seat located elsewhere in the Ballpark if required to do so by Major League Baseball. In addition, Licensor may make available to Licensees for purchase a limited number of additional tickets to Playoff Games and All-Star Games which will be allocated among all the Licensees by lottery or such other basis as Licensor shall determine. Licensee does not have any rights in connection with events which may be held at the Ballpark, other than Regular Season Games, Playoff Games and All-Star Games, such as games by other teams, college tournaments or concerts, although Licensor will make a reasonable effort with the sponsor of any such event to obtain for Licensee the opportunity to purchase preferred seating for or admission to such events in advance of public sale.

(b) Invoices for Season Tickets and, if applicable, for the balance due on the Seat Payment will be sent to Licensee at the address indicated above or at an address later substituted by Licensee by written notification to Licensor. Payments shall be made only to the address and/or the account specified in such invoice. Invoices for Season Tickets will be sent on the same schedule and with payment due at the same time as Licensor generally requires of other season ticket holders. Season Tickets for the Seat shall be sold to Licensee as a complete set, and not on a game-by-game basis. All tickets purchased will be mailed to Licensee at the address indicated above, or at an address later substituted by Licensee by written notification to Licensor. If requested by Licensee, Season Tickets may be picked up by the Licensee at the Ballpark ticket office. Licensor has no responsibility for subsequent distribution of tickets in the event they are held for group purposes.

(c) If Licensee does not purchase Season Tickets for the Seat or, if applicable, pay the balance due on the Seat Payment by the payment deadline as specified hereunder, Licensee's rights under this Agreement may be terminated at the sole option and discretion of Licensor, consistent with Section 8 below. If Licensee does not purchase tickets for Playoff Games or All-Star Games by the payment deadline specified by Licensor, Licensor shall have the right to sell such tickets to any third party or to use such tickets for its own purposes, without penalty or compensation to Licensee.

4. Refund of Seat Payments.

(a) Licensee shall not be entitled to a refund of the Seat Payment if Licensee or the Licensor (in accordance with the terms hereof) terminates this Agreement effective prior to the last Regular Season Game or Playoff Game in the twelfth (12th) season in the Ballpark. After the twelfth (12th) season in the Ballpark, provided Licensee is not in default under this Agreement, Licensee may terminate this Agreement and obtain a refund of the Seat Payment, without interest, by providing written notice to Licensor, provided the notice is delivered on or before December 31 immediately following the end of the 12th season. Subject to the last sentence of this Section 4(a), this same procedure may be followed after each subsequent season to obtain a refund of the Seat Payment. If the notice is not received by December 31, Licensee's obligations under this Agreement shall continue through the next season, and any failure to pay for Season Tickets for the next season shall constitute a default under Section 8 of this Agreement. If Licensee requests a refund of the Seat Payment in accordance with the terms hereof at any time after the twentieth (20th) season played in the Ballpark, the amount of the refund to which such Licensee shall be entitled shall be reduced by 5% of the total Seat Payment for each season from and including such twentieth (20th) season.

(b) Refunds to be paid pursuant to Section 4(a) shall be paid on a first come, first served basis among all Licensees with seats in the Ballpark requiring a Seat Payment, including licensees with seat agreements directly with the Cardinals. Refunds in any calendar year are limited to Seat Payments for 2,575 seats. Any request over the 2,575 limit will be placed on a waiting list and paid in the order received. Refunds will be paid in four (4) equal annual installments, with the first installment to be due in the calendar year following the calendar year in which the notice is given pursuant to Section 4(a).

(c) The Licensor has assigned all of its rights and obligations with respect to the Seat Payment to the Cardinals, including, without limitation, the obligation to refund the Seat Payment as provided for in this Agreement. Licensee agrees that the Licensor shall have no responsibility with respect to any refund of the Seat Payment and that Licensee shall only seek such refund from the Cardinals. Further, Licensee

agrees that the Seat Payment (i) need not be held in an escrow account or in trust; (ii) may be co-mingled with other Seat Payments or other funds; and (iii) may be utilized for any purpose by the Cardinals.

5. Nature of Seat Payment. The rights licensed under this Agreement are rights of personal privilege and do not under any circumstance confer upon Licensee any interest or estate in real property or any leasehold interest in the Seat or the Ballpark. Licensee's relationship with the Licensor is that of licensee and licensor.

6. Transferability of Agreement by Licensee. Subject to the restrictions contained in this Agreement, and any policies or procedures consistent with this Section 6 that may be established by Licensor from time to time, Licensee has the right to transfer this Agreement as outlined below. There shall be only one licensee for a given Seat at any given time. If and when Licensee transfers its rights under this Agreement, it will no longer have any rights associated with the corresponding Seat. Without the approval of the Licensor, this Agreement may not be transferred by Licensee prior to September 30, 2007 other than to immediate family members of such Licensee, if Licensee is an individual. This Agreement and the rights to the Seat may not be transferred more than once in any calendar year except in the case of death of Licensee. No transfer will be effective until Licensor has been properly notified of the transfer through the delivery of a completed transfer form approved by Licensor, the transferee has assumed in writing all obligations of the transferor, and the transfer has been recorded on the books of Licensor. The Licensor may establish a reasonable transfer fee for the administration of each transfer. The Licensee's rights under this Agreement may not be pledged or hypothecated other than with respect to a purchase money lien or security interest incurred in connection with the assignment of the Agreement being pledged.

7. Cessation of Play. If, at any time, the Cardinals no longer play Regular Season Games at the Ballpark or no longer have the right or ability to convey to Licensee the rights and benefits set forth herein, then this Agreement shall terminate.

8. Default. Licensee's failure to make any payment for which it is obligated under this Agreement within ten (10) days following written notice from Licensor that payment is due (whether in respect of the Seat Payment or the purchase of Season Tickets for the Seat), or Licensee's breach of any of the terms or conditions of this Agreement or Licensee's representations hereunder, shall constitute a default under this Agreement. If Licensee defaults under this Agreement, Licensor shall have the option to terminate this Agreement immediately, by providing written notice of such termination to Licensee. In such event, Licensee shall have no further rights under this Agreement and no right to recovery or offset of any amounts previously paid to Licensor under this Agreement. Without limiting the generality of the foregoing, in the event of such termination, Licensor will retain the Seat Payment and all monies previously paid to Licensor under this Agreement as liquidated damages and not as penalty, and Licensee shall forfeit all of its rights (i) to buy Season Tickets associated with the Seat for the upcoming season and all seasons that follow, and (ii) to receive a refund of the Seat Payment. Licensor will have the right to grant rights to the Seat to a third party with no further obligation, offset, or refund to Licensee.

9. Reservation of Rights by Licensor. The Licensor hereby reserves the following rights in addition to all rights it might have at law or under the terms of this Agreement:

- (a) To check Licensee's creditworthiness (to which Licensee hereby grants consent);
- (b) To assign, pledge as collateral, transfer, or sell all or any part of the rights and obligations of Licensor under this Agreement to one or more third parties who shall succeed to all or any part of the rights vested in and granted herein to the Licensor;
- (c) To mortgage, pledge, transfer, or otherwise encumber the Licensor's interest in the Ballpark. In such event, Licensee's rights and interest under this Agreement shall be subordinate to any lien or other encumbrance the Licensor may create; provided, that Licensee shall continue to have the rights granted pursuant to this Agreement; and
- (d) To contract with the Cardinals or any other third party to administer and service this Agreement; and
- (e) To limit the number of Seats provided to any one individual or entity in its sole discretion.

10. Representations of Licensee. Licensee hereby represents and warrants as follows:

- (a) Licensee has read and understands the terms of this Agreement;
- (b) Licensee acknowledges that Licensee will not have any equity or other ownership in the Ballpark, the Cardinals or any of its facilities and will not have any rights to dividends or other distribution rights from Licensor as a result of this Agreement and, further, will not have any voting rights with respect to any matter related to Licensor as a result of this Agreement;
- (c) Licensee is not making the Seat Payment as an investment and has no expectation of profit (including interest) from making a Seat Payment;
- (d) Licensee is making the Seat Payment solely for the right to purchase tickets to major league baseball games played by the Cardinals in the Ballpark;
- (e) Licensee understands that the Cardinals may from time to time play some of its home games in locations other than the Ballpark, and that Licensee is obtaining no rights to any games played in locations other than the Ballpark;
- (f) Licensee acknowledges that the Licensor has assigned its rights and obligations with respect to the Seat Payment and that the Cardinals, not the Licensor, have all refund obligations with respect to the Seat Payment; and
- (g) Licensee acknowledges that the transfer of this Agreement by Licensee is restricted as set forth in Section 6 and that the Seat Payment is subject to forfeiture under certain circumstances explained in this Agreement.

11. Use of Seat. Licensee and Licensee's invitees shall at all times maintain proper decorum while using the Seat and shall abide by all applicable governmental laws, ordinances, rules, and regulations and by such policies, rules, and regulations as may be adopted and revised from time to time by the Licensor or the Cardinals pertaining to the Seat or to the Ballpark. Without limiting the foregoing, Licensee specifically agrees that neither it nor its invitees will:

- (a) Bring into the Ballpark any firearms, alcoholic or intoxicating beverage, any illegal drug, or, except as prescribed by a physician, any controlled substance;

(b) Permit the seats to be used for any illegal, improper, immoral, or objectionable purpose, or unduly disturb, obstruct, or interfere with the rights of any other ticketholder;

(c) Film or record for transmission, or transmit from the Ballpark all or any portion of any baseball game or other event, or any description thereof, by any means (including, without limitation, radio or television or internet broadcasting, whether distributed "live" or by means of film or tape or computer-based technology).

12. Assumption of Risk; Disclaimer of Liability. Licensee, for itself and its invitees, assumes all risk of personal injury to, or for any damage to or any loss of property of, Licensee or its invitees, arising out of, during, or related to their attendance at events held in the Ballpark. Licensee acknowledges that there are inherent risks of injury, including death, incident to attending baseball games. These risks may arise from balls hit or thrown into the stands, bats thrown into the stands, dropped objects or spilled food or beverages, behavior of fans, or other causes. Licensee also acknowledges that alcoholic beverages will be available in the Ballpark and that attendance at sporting events may expose attendees to risks associated with the consumption of alcoholic beverages. **NONE OF THE LICENSOR, THE CARDINALS, OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUCCESSORS-IN-INTEREST SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR TO ANY PROPERTY OF LICENSEE OR LICENSEE'S INVITEES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM, UNLESS DUE TO THE GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF THE LICENSOR, THE CARDINALS, OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUCCESSORS-IN-INTEREST.** In addition, Licensee agrees to indemnify and hold harmless Licensor, the Cardinals, and the respective owners, officers, directors, employees, agents and successors-in-interest of each such entity, from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage arising as a result of or in connection with any contravention by Licensee or Licensee's invitees of the provisions of this Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions of Licensee or Licensee's invitees.

13. Force Majeure. It shall not be considered a breach of this Agreement, and no liability hereunder shall result from, any failure or inability of the Cardinals to play any portion of its Regular Season Games, Playoff Games or any All-Star Game in the Ballpark due to power failure, fire, flood, earthquake, act of God, war, act of terrorism, threatened act of terrorism, riot, civil disturbance, strike, lockout or other labor dispute, requirement or direction of an MLB Entity (as defined herein) or the Office of the Commissioner of Baseball, or any cause not reasonably within the control of Licensor or the Cardinals.

14. Governing Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The Licensor and Licensee (the "Parties") agree that any and all disputes arising in connection with the interpretation, application, or enforcement of this Agreement that the Parties cannot resolve shall be exclusively subject to resolution through arbitration. The arbitrator shall be selected, and the matter arbitrated, in accordance with the Commercial Arbitration rules and regulations of the American Arbitration Association; provided, however, that the arbitrator shall have no authority to add to, subtract from, or otherwise alter or amend the terms of this Agreement. All disputed issues shall be submitted to the arbitrator, and each party agrees to be bound by the arbitrator's award, subject only to appeal therefrom in accordance with the laws of the State of Missouri. All such proceedings, including all efforts to resolve the dispute, any pre-arbitration proceedings, the arbitration hearing and subsequent award, shall be confidential. Any arbitration proceedings shall be conducted in St. Louis City, Missouri.

15. Notices. All notices and other communications required to be given pursuant to this Agreement to Licensor or to Licensee shall be in writing and shall be sent to the addresses set forth on the signature page of this Agreement, or at such other address of either party as shall be provided in writing to the other party in accordance with regulations established by Licensor. Any notice given herein shall be deemed delivered when addressed as above provided, postage prepaid, and deposited in a United States General or Branch Post Office or with a nationally recognized overnight courier.

16. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any representations or agreements previously made or entered into by the parties hereto. No modification hereto shall be valid or enforceable unless in writing, signed by both parties.

17. Major League Baseball Requirements. Notwithstanding any other provision of this Agreement, this Agreement and any rights granted by Licensor hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreements entered into by, or on behalf of, any of the Major League Baseball ("MLB") entities or affiliates ("MLB Entity"), or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guideline among the Major League Baseball Clubs and an MLB Entity, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or any MLB Entity.

18. Binding Effect; Execution. As of the last date of execution set forth above, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. This Agreement may be assigned by Licensor but may not be assigned or transferred by Licensee, except as provided in Section 6 hereof.