
2006 LEASE AMENDMENT

between

**JACKSON COUNTY SPORTS COMPLEX AUTHORITY,
as Landlord,**

and

**KANSAS CITY ROYALS BASEBALL CORPORATION,
as Tenant,**

Dated as of _____, 2006.

2006 LEASE AMENDMENT

THIS 2006 LEASE AMENDMENT (this "Amendment") is made and entered into this _____ day of _____, 2006 by and between the JACKSON COUNTY SPORTS COMPLEX AUTHORITY, a body corporate and politic and a political subdivision of the State of Missouri (hereinafter referred to as "Landlord") and the KANSAS CITY ROYALS BASEBALL CORPORATION, a Missouri corporation (hereinafter referred to as "Tenant").

RECITALS

A. Reference is made to that certain Lease Agreement dated January 19, 1990 (the "1990 Lease"), by and between Landlord and Tenant, pursuant to which Landlord leased to Tenant property certain property commonly known as the Kauffman Stadium and referred to in the 1990 Lease as the Baseball Stadium. The 1990 Lease was modified by that certain Memorandum of Understanding dated January 19, 2005, between Landlord and Tenant (the 1990 Lease, as modified, hereinafter referred to as the "Original Lease").

B. Reference is also made to that certain Management Contact dated January 19, 1990, by and between Landlord and Tenant, as modified by that certain First Amendment to Management Contract, dated February 13, 1990 (hereinafter, the "Original Management Contract"), pursuant to which Landlord retained Tenant as the exclusive management agent of the Baseball Stadium.

C. The Original Lease and the Management Contract were consented and agreed to by Jackson County, Missouri (the "County"), which is the owner of the Baseball Stadium and the Harry S. Truman Sports Complex of which the Baseball Stadium is a part.

D. The term of the Original Lease is currently scheduled to expire January 31, 2015, and the parties desire to extend the term thereof on and subject to the terms and conditions set forth in this Amendment.

E. Landlord, the County and Tenant desire to complete certain expansions and renovations of, and improvements to, the Baseball Stadium on and pursuant to the terms set forth in this Amendment, and a development agreement to be entered into by Landlord and Tenant as provided in this Amendment.

F. Landlord, the County, and Tenant further desire that Tenant shall assume responsibility for the maintenance, operation and repair of the Baseball Stadium, all on and subject to the terms and conditions set forth in this Amendment.

G. Simultaneously herewith, Landlord and Tenant intend to enter into an amendment of the Original Management Contract to extend the term thereof to expire upon the expiration of the Original Lease, as extended by this Amendment.

H. Reference is made to that certain Lease Agreement dated January 19, 1990 (the "1990 Co-Tenant Lease") between the Landlord and the Kansas City Chiefs Football Club, Inc. ("Co-tenant"), as modified by that certain Memorandum of Understanding dated January 19, 2005 (the 1990 Co-Tenant Lease, as so modified, hereinafter, the "Original Chiefs Lease")

relating to that certain property commonly known as Arrowhead Stadium and referred to in the Original Lease as the Football Stadium.

I. Landlord and Co-Tenant are, contemporaneously herewith, entering into an amendment (the "Chiefs 2006 Amendment") of the Original Chiefs Lease to, among other things, extend the term of the Original Chiefs Lease by an additional twenty-five (25) years and to address certain expansions, renovations and improvements to the Football Stadium and the maintenance, repair and operation thereof.

NOW, THEREFORE, in consideration of the above recitals, the terms, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms referred to but not otherwise defined herein shall have the meaning assigned to them in the Original Lease. All references herein or in the Original Lease to the "Lease" shall mean and refer to the Original Lease as amended by this Amendment.

2. **Effective Date of Amendment.** This Amendment shall be effective on that date (the "Amendment Effective Date") on which all of the following conditions (the "Amendment Contingencies") have been satisfied:

(a) **Approval of Chiefs 2006 Amendment.** Unless Landlord shall have provided to Mark Gorris and Stinson Morrison Hecker LLP (to the attention of David Frantze and Kate Hauber) a copy of the unsigned final, execution copy of the Chiefs 2006 Amendment, with all completed exhibits attached thereto on or before one o'clock on January 20, 2006, then on or before three (3) business days after receipt by each of Mark Gorris and Stinson Morrison Hecker LLP (to the attention of David Frantze and Kate Hauber) of the executed Chiefs 2006 Amendment, Tenant shall have delivered written notice to Landlord of its approval of the Chiefs 2006 Amendment;

(b) **Development Agreement.** On or before March 15, 2006, Landlord and Tenant shall have entered into a development agreement (hereinafter, the "Development Agreement") on the terms and conditions generally described in Section 21 of this Amendment, to construct and complete certain expansions and renovations of, and improvements to, the Baseball Stadium in accordance with the Kauffman Stadium Expansion and Renovation Plan (as hereinafter defined), which Development Agreement shall become effective upon the Amendment Effective Date;

(c) **Commitment for Tax Credits.** On or before February 28, 2006, Landlord/County must have received a commitment for Missouri State Tax Credit revenues based on Missouri State Tax Credits equal to fifty percent (50%) of the total Tenant's Contribution (hereinafter defined) to the Kauffman Stadium Expansion and Renovation Plan and the total Chiefs contribution (\$75,000,000) to

the plan for the expansion and renovation of, and improvements to, the Football Stadium as set forth in the Chiefs 2006 Amendment (hereinafter, the "Arrowhead Stadium Expansion and Renovation Plan");

(d) County Sales Tax. On or before April 30, 2006, a 25-year sales tax of 3/8¢ levy (the "New County Sales Tax") must be passed in Jackson County, Missouri to fund the Landlord's Capped Contribution (as hereinafter defined) to the Kauffman Stadium Expansion and Renovation Plan (with the ballot therefore to be approved in advance by Tenant);

(e) Kauffman Stadium Expansion and Renovation Funds Available. On or before October 31, 2006, the County shall have made available to Tenant such funds in the amount of the Landlord's Capped Contribution (as hereinafter defined) as are required by Tenant to commence and continue on schedule Tenant's implementation of the Kauffman Stadium Expansion and Renovation Plan; and

(f) MLB Approval. On or before February 13, 2006, this Amendment has been approved by Major League Baseball.

3. Cooperation to Satisfy the Amendment Contingencies and Right to Terminate.

(a) Cooperation. Landlord and Tenant shall work together in good faith to cause the Amendment Contingencies to be satisfied prior to the dates set forth in Section 2 above.

(b) Right To Terminate. If any of the above Amendment Contingencies is not satisfied on or prior to the date specified therefore in Section 2, either party, by written notice delivered to the other at any time after any such missed date, may elect to terminate this Amendment and the Development Agreement, in which event this Amendment shall be null and void.

(c) Effect of Termination. In the event of termination of this Amendment, the Original Lease and Original Management Contract shall remain in full force and effect and neither party, nor the County, shall be deemed to have waived any rights or remedies under the Original Lease or the Original Management Contract. Without limiting the generality of the foregoing, upon such termination (i) the extension of the Initial Term as set forth in Section 8 hereof shall be null and void and the lease term shall be deemed to be the Initial Term, as defined in the Original Lease (with an expiration date of January 31, 2015), (ii) the authorization herein provided to Landlord or the County to impose a Parking User Fee shall be null and void, (iii) Tenant shall have no obligation to contribute funds in connection with the Kauffman Expansion and Renovation Plan, (iv) all obligations of Landlord under the Existing Master Plan (as modified by the Memorandum of Understanding Concerning Status of Master Plan Projects, dated April 22, 2003 (the "2003 MOU") and by the Memorandum of

Understanding dated January 19, 2005 (the "2005 MOU")) that but for Section 4 hereof, would have been required to have been performed prior to December 31, 2006, must be completed by such date, and (v) except as otherwise provided herein, Landlord and Tenant shall be restored to the same position as existed prior to the execution of this Amendment.

4. **Terms Prior to the Amendment Effective Date.** Prior to the Amendment Effective Date, the terms of the Original Lease and the Original Management Contract shall govern and remain in full force and effect. Landlord shall continue to perform all of its obligations under the Original Lease, including, without limitation, all of its obligations under Section 10.02 of the Lease; provided, however, that prior to December 31, 2006, Landlord shall not be obligated to implement those repairs, replacements and improvements expressly included in the Existing Master Plan, as modified by the 2003 MOU and by the 2005 MOU, and which are scheduled to be completed prior to December 31, 2006.

5. **Pending Master Plan Items.** Prior to March 15, 2006, and except as otherwise agreed to be Landlord and Tenant, Landlord shall complete those Master Plan obligations of Landlord designated on **Exhibit A** attached hereto and by this reference made a part hereof. Landlord projects through December 31, 2006 that it has or will have funds available in the amount of \$12,000,000. In the event that this Amendment is terminated, the remaining balance shall be applied to Master Plan Items in accordance with the terms of the Original Lease. In the event that this Amendment is not terminated, upon the Amendment Effective Date, Landlord shall pay the following: (i) Five Hundred Thousand Dollars to be deposited into the Common Area RMMO Fund (as hereinafter defined), which shall be deemed to be a deposit of \$250,000 for Tenant's share and a deposit of \$250,000 for Co-tenant's share for performance by Landlord of its Sports Complex Common Area Maintenance (as hereinafter defined) obligations; (ii) to Tenant, for deposit into the Kauffman Stadium RMMO Fund (as hereinafter defined), Three Million Dollars (\$3,000,000) (less any funds previously spent by Landlord since January 1, 2005, on Master Plan items and repair and maintenance of the Exclusive Leased Premises), (iii) to Co-tenant, for deposit into Co-tenant's Football Stadium RMMO Fund (as hereinafter defined), Three Million Dollars (\$3,000,000) (less any funds previously spent by Landlord since January 1, 2005, on Master Plan items and repair and maintenance of Arrowhead Stadium under the Original Chiefs Lease), (iii) Two Million Five Hundred Thousand Dollars (\$2,500,000) for the demolition and preparation for renovation of Central Service Facility and expansion of the Common Central Services Facility tunnel/ramp, (iv) Two Million Five Hundred Thousand Dollars (\$2,500,000) for paving of roads and parking in the Sports Complex, and (v) any remaining funds to be equally divided between Tenant and Co-tenant, to be deposited in their respective RMMO Funds.

6. **Prorations upon Amendment Effective Date.** Upon the Amendment Effective Date, and subject to Section 5 of this Amendment, Landlord and Tenant hereby agree to equitably prorate and adjust all operating, repair, maintenance, security and other costs and expenses for the maintenance, repair and operation of the Baseball Stadium, with Landlord to pay all such costs and expenses for the performance of Landlord's obligations for the maintenance, repair and operation of the Baseball Stadium prior to the Amendment Effective Date. All such prorations and adjustments shall be made in accordance with GAAP unless otherwise expressly agreed to by the parties. Except as otherwise set forth in Section 5 of this

Amendment, each party shall remain liable through the Amendment Effective Date for the performance of its respective obligations and duties under the Original Lease and for all unpaid items, to be paid or performed prior to the Amendment Effective Date, or which are outstanding as of the Amendment Effective Date, pursuant to and in accordance with the terms of the Original Lease.

7. **Extension of Initial Term of Lease.** The Initial Term, as set forth in the Original Lease, is hereby extended for a period of approximately twenty-five (25) years commencing on the Amendment Effective Date and ending on January 31, 2031.

8. **Tenant Extension Options.** Provided that Tenant is not then in default under the Lease, Tenant, in its sole discretion, by written notice to Landlord given at least twelve (12) months prior to the end of the Initial Term, or the first Expansion Term (as hereinafter defined), as applicable, shall have the right to extend the Initial Term of the Lease for two (2), five (5)-year consecutive terms (hereinafter, the "Renewal Term(s)") on and subject to the same terms and conditions set forth in the Lease. Any and all references in the Lease to the "term" or "Term" of the Lease shall mean and refer to the Initial Term and the Renewal Term(s), as applicable.

9. **Revised Description of Premises.**

(a) **Exclusive Leased Premises.** Landlord and Tenant agree that, following commencement of the Leased Premises Renovation (hereinafter defined), the legal description of the Exclusive Leased Premises (as described and identified in Section 2.01 of the Original Lease and as shown on Exhibit C attached to the Original Lease) shall be modified to include all portions of the Sports Complex that are included in the Baseball Stadium as a result of the Leased Premises Renovation as generally shown on the updated depiction of the Exclusive Leased Premises prepared on behalf of Tenant, a copy of which is attached hereto as **Exhibit B** and by reference made a part hereof (the "Updated Depiction of the Exclusive Leased Premises"). Without limiting the generality of the foregoing, the following areas shall all be included in the Exclusive Leased Premises upon the Amendment Effective Date:

(i) the portion of the Co-Exclusive Use Property (as described and identified in Section 2.02 of the Original Lease and as shown on Exhibit C attached to the Original Lease) commonly known as Lot M adjacent to the Baseball Stadium and located north of the relocated Royal Way, as shown on the Updated Depiction of Exclusive Leased Premises Site Plan;

(ii) the portion of the Co-Exclusive Use Property (the "North Area") located generally between a line extended generally northeast along the line of Redcoat Drive on the east, and a line extended generally northeast along the line of Lancer Lane on the west and between (x) the portion of the Exclusive Leased Premises commonly known as a portion of Lot K, and (y) Interstate Highway 70;

(iii) the existing roadway located between the Baseball Stadium and the portion of the Exclusive Leased Premises commonly known as Lot K;

(iv) that portion of Lot J and Lancer Lane located generally south and east of Dubiner Circle, as shown on the Updated Depiction of the Exclusive Leased Premises attached as **Exhibit B** hereto together with portions of the adjacent hillside generally to the north/northwest of Lot J and Dubiner Circle, as shown on the attached **Exhibit B**; and

(v) That portion of the Co-Exclusive Use Property located in the far northwest corner of Lot A as shown on the Updated Depiction of the Exclusive Leased Premises for an access ramp into Tenant's Exclusive Leased Premises, provided that such area will not remove any more than twenty-five (25) parking spaces.

In the event of any inconsistency between the Updated Depiction of the Exclusive Leased Premises and the description of the areas to be added to the Exclusive Leased Premises as set forth herein, the description set forth herein shall control. In connection with any improvements to be made to the Exclusive Leased Premises, Tenant agrees that Dubiner Circle will remain open and usable for traffic during any Co-tenant games or major events (events with anticipated attendance in excess of 30,000) at the Football Stadium, but may be closed to traffic at other times. Landlord acknowledges and agrees that, consistent with the operation of the Sports Complex, the generation of additional revenue for Tenant, and the generation of additional activity in the vicinity of the Sports Complex, particularly on weekdays, is of paramount importance to Tenant in maintaining its financial viability, and that in addition to the improvements shown on the Updated Depiction of the Exclusive Leased Premises and the improvements described in the Kauffman Stadium Expansion and Renovation Plan, Tenant shall have the right to make additional improvements to the Exclusive Leased Premises provided that such improvements do not impact the structure of the Baseball Stadium and otherwise are in compliance with all applicable laws. In addition, notwithstanding anything herein to the contrary, Tenant shall have the right to move Dubiner Circle to the north of its existing location and to limit the speed limit on such relocated area to 20 miles per hour; provided, however, that Tenant shall maintain the current width of Dubiner Circle with respect to any re-located section thereof.

(b) Co-Exclusive Use Property. Reference is made to the portion of the Co-Exclusive Use Property as shown on **Exhibit C** attached to the Original Lease and commonly referred to as the Central Services Facility. Landlord hereby consents to the removal of portions of the Central Services Facility from the Co-Exclusive Use Property and the re-designation of such portions of the Central Services Facility as Exclusive Leased Premises for Tenant and for Co-tenant, as shown on **Exhibit C** attached hereto and by this reference made a part hereof. The corridor space connecting the Baseball Stadium to the Central

Services Facility shall become a part of the Exclusive Leased Premises and the corridor space from the Football Stadium to the Central Services Facility shall become a part of the Co-tenant's Exclusive Leased Premises, provided that both Tenant and Co-tenant shall have access to the loading dock areas and other access means from the Co-Exclusive Use Property as shown on **Exhibit C**. The remaining part of the Central Services Facility shall be equally divided between Tenant and Co-tenant, with that half of the remaining Central Services Facility closest to the Baseball Stadium becoming a part of the Exclusive Leased Premises and that half of the remaining Central Services Facility closest to the Football Stadium becoming a part of the Co-Tenant's Exclusive Leased Premises. In addition, Tenant shall have the right to modify that part of the Co-Exclusive Use Property located in the northwestern corner of Lot A to provide for parking of broadcast trucks and placement of relocated equipment, as shown on the **Exhibit B** attached hereto, provided that no parking spaces will be removed as a result of such modification.

(c) **Increase in Co-tenant's Exclusive Leased Premises.** Landlord and Tenant hereby acknowledge and agree that Tenant's Exclusive Leased Premises, as depicted on **Exhibit B** attached hereto and as described in this Section 9, comprise approximately thirty-six (36) acres. If and to the extent that the exclusive leased premises of Co-tenant are modified, whether pursuant to the Chiefs 2006 Amendment or any future amendment to the Chiefs Original Lease, such that the square footage of the Chiefs exclusive leased premises is more than forty percent (40%) greater than the square footage of Tenant's Exclusive Leased Premises, then (i) Landlord shall provide Tenant with additional mutually acceptable leased space in the Sports Complex or on the 59-Acre Tract for Tenant's exclusive use, so that the total square footage of the Chiefs exclusive leased premises is no more than forty percent (40%) greater than the Tenant's Exclusive Leased Premises, or (ii) Landlord shall pay to Tenant Twenty-Five Thousand Dollars (\$25,000) per year per each acre (or part thereof) by which the Co-tenant's exclusive leased premises is more than forty percent (40%) greater than Tenant's Exclusive Leased Premises.

10. **59-Acre Tract.**

(a) **Parking on 59-Acre Tract.** Tenant hereby approves the use of the 59-Tract as parking facilities to replace up to Five Hundred (500) contiguous parking spaces lost as a result of the Kauffman Expansion and Renovation Plan. Tenant agrees to pay to Landlord an amount equal to Two Hundred Forty-Six Thousand Dollars (\$246,000) for the Landlord to convert the flattest portion of the 59-Acre Tract into two hundred forty-six paved parking spaces (similar in size to those in Lot J).

(b) Landlord hereby agrees that no portion of the Sports Complex or the 59-Acre Tract shall be allocated to the exclusive use of Co-tenant except with the prior written consent of Tenant, which shall not be unreasonably withheld so long as such use is for the mutual economic benefit of Tenant and Co-tenant.

11. **Operation and Maintenance of the Exclusive Leased Premises.**

(a) **Cleaning.** Subject to Landlord's payment to Tenant of the management fee (referred to herein as the "RMMO Fee") pursuant to the Original Management Contract (as defined in Section 41 hereof), as amended by Section 41 of this Amendment (the Original Management Contract, as so amended, referred to herein as the "Management Contract"), and deposit by Landlord of the Kauffman Stadium RMMO Fund Monies (as hereinafter defined) pursuant to the terms of Section 14 hereof, Tenant, at its sole cost and expense, shall perform the obligations of Landlord under Section 10.01 of the Original Lease, relating to the cleaning of the Exclusive Leased Premises. Landlord, at its cost and expense, shall be responsible for cleaning of the Leased Premises, including the Baseball Stadium, if used by Landlord/County for civil or charitable events pursuant to ARTICLE VIII of the Original Lease.

(b) **Maintenance and Repair.** Subject to Landlord's obligations under Section 19.01 of the Original Lease, and subject to Landlord's payment to Tenant of the RMMO Fee pursuant to the Management Contract and deposit by Landlord of the Kaufmann Stadium RMMO Fund Monies pursuant to the terms of Section 14 hereof, Tenant, at its sole cost and expense, shall perform the obligations of Landlord under Section 10.02(A) and 10.02(B) relating to the maintenance and repair of the Exclusive Leased Premises. If any item of maintenance, repair or replacement arises exclusively as a result of the sole negligent acts or omissions of Landlord, its agents or employees (but not its invitees, sublessees or licensees), such repair and replacement shall be at Landlord's cost and expense.

(c) **Security.** Subject to Landlord's payment to Tenant of the RMMO Fee pursuant to the Management Contract and deposit by Landlord of the Kauffman Stadium RMMO Fund Monies (as hereinafter defined) pursuant to the terms of Section 14 hereof, Tenant, at its sole cost and expense, shall perform the obligations of Landlord under Section 16.01 of the Original Lease, relating to the provision of protection and security for the Exclusive Leased Premises.

(d) **Schedule of Capital Improvements.** Attached hereto as **Exhibit D** is a schedule of capital improvements to the Exclusive Leased Premises (the "Capital Improvements Schedule") to be made by Tenant, at Tenant's cost and expense, following completion of the Kauffman Stadium Expansion and Renovation Plan and subject to (i) Landlord's payment to Tenant of the RMMO Fee pursuant to the Management Contract, (ii) deposit by Landlord of the Kauffman Stadium RMMO Fund Monies (as hereinafter defined) pursuant to the terms of Section 14 hereof, and (iii) the availability of Kauffman Stadium RMMO Fund Monies (as hereinafter defined). Tenant shall have the right to modify the attached Capital Improvements Schedule provided that the purpose of the modifications is to maintain the Exclusive Leased Premises in a first class condition consistent with other Major League Ballparks, with material modifications to such schedule to be subject to the prior approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

(e) Section 10.02(C). Landlord shall have no obligations under Section 10.02(C) of the Original Lease with respect to the Exclusive Leased Premises.

(f) Utilities. Subject to Landlord's payment to Tenant of the RMMO Fee pursuant to the Management Contract and deposit by Landlord of the Kauffman Stadium RMMO Fund Monies (as hereinafter defined) pursuant to the terms of Section 14 hereof, Tenant shall bear the expense of and pay the costs and charges of all water, gas, electricity or other utilities consumed in the Exclusive Leased Premises.

(g) Sales Tax Exemption. The County shall provide to Tenant such documentation as may be necessary to permit Tenant to purchase goods and services for the performance of Tenant's obligations under this Section 11 without payment of any applicable sales and use taxes.

12. **Maintenance, Repairs and Operation of the Co-Exclusive Use Property.**

(a) Landlord's Obligations. Landlord, at its cost and expense, shall maintain and be responsible for the performance of all obligations under Sections 9.01, 10.01, 10.02 and 16.01 of the Original Lease relating to the Co-Exclusive Use Property in the Sports Complex (but excluding any part of the Central Services Facility), including without limitation, the management of the Co-Exclusive Use Property, the maintenance, repair and replacement when necessary of parking lots and access roads surfaces and curb and gutter repairs, resurfacing and striping or painting thereof, parking lot lighting poles and fixtures, toll booths and gates, fencing, shrubs, trees and landscape items, street or directional signs and all other applicable parts of the parking lots and all other structural and non-structural aspects of the Co-Exclusive Use Property. Tenant and Co-Tenant shall remain liable for their respective snow removal and Tenant and Co-Tenant shall follow past practices in connection with grass mowing unless otherwise mutually agreed. In addition, the following terms and conditions shall apply to such operation, maintenance and repair of the Co-Exclusive Use Property by Landlord:

(i) Schedule of Maintenance, Repairs and Improvements. On an annual basis, on or before November 1st of each year, Landlord, Tenant and Co-tenant shall meet at the Sports Complex at a mutually convenient time and business day selected by Tenant to agree upon a schedule of maintenance, repairs and improvements to be made to the Co-Exclusive Use Property in the Sports Complex.

(ii) Damage Caused by Acts of Tenant, Co-Tenant or Landlord. Any damage caused by the gross negligence or intentional acts of Tenant, Co-tenant or Landlord to the Co-Exclusive Use Property shall be repaired by such party at its sole cost and expense.

(iii) Reimbursement of Landlord's Costs. For Landlord to undertake the foregoing maintenance and repair obligations set forth in this Section 12 (sometimes referred to herein as the "Sports Complex Common Area Maintenance"), Landlord shall establish, own and administer (subject to the provisions hereof), a separate and segregated account (the "Common Area RMMO Fund Account") for the deposit of the Common Area RMMO Funds (as hereinafter defined), which account shall be established with a bank or financial institution reasonably acceptable from time-to-time to Tenant and Co-Tenant. Landlord shall deposit the following funds into the Common Area RMMO Account: (x) from the Available Revenues (as defined in Section 14 hereof), the funds referenced in Section 14(a)2 hereof for Tenant's fifty percent (50%) share of the Administrative and Common Area Capped Charge; and (y) an equal amount from the funds referenced in Section 10.5.2(iii)(B) and (C) of the Chiefs 2006 Amendment for Co-tenant's fifty percent (50%) share of the Administrative and Common Area Capped Charge (such funds hereinafter referred to collectively as the "Common Area RMMO Funds").

(iv) Total Disbursements. The total annual disbursements from the Common Area RMMO Fund Account for performance of the Common Area Maintenance shall not exceed (unless otherwise agreed pursuant to subsection (a)(i) of this Section 12) the lesser of (x) the Administrative and Common Area Capped Charge (hereinafter defined) and (y) the actual maintenance and repair costs and expenses and Landlord's administrative costs and expenses (not to exceed the JCSCA Capped Administrative Cost (as hereinafter defined) actually incurred by Landlord in connection with performance of the Common Area Maintenance obligations under this Section 12.

(v) Administrative and Common Area Capped Cost. The Administrative Common Area Capped Charge shall mean an annual amount equal to One Million Dollars (\$1,000,000) (with a 3% annual increase commencing from and after the end of the first complete lease year following after the Amendment Effective Date), comprising (a) \$500,000 for Landlord's annual administrative costs and expenses for and relating to the Sports Complex (with a 3% annual increase from and after the end of the first complete lease year following the Amendment Effective Date) and hereinafter referred to as the "JCSCA Capped Administrative Cost" and (b) any and all other costs and expenses for Landlord's performance of the Sports Complex Common Area Maintenance obligations under this Section 12 in the applicable lease year. In the event that the actual maintenance and repair costs and expenses and Landlord's actual administrative costs and expenses relating to the Sports Complex incurred by Landlord are less than the Administrative and Common Area Capped Charge, any excess funds from a lease year shall remain in the Common Area RMMO Fund Account shall be carried over to the next lease year.

(vi) Costs. All costs and expenses incurred by Landlord in connection with the performance of the obligations set forth in this Subsection 13(b) shall be reasonable and customary and on arms-length terms.

(vii) Request for Disbursement. Landlord shall provide to Tenant and Co-tenant in advance, a written request for disbursement, in the form attached hereto as **Exhibit E**, and copies of invoices describing the work done and evidencing payment of such costs.

(viii) Investment of Common Area RMMO Funds. Landlord shall cause the amounts so deposited in the Common Area RMMO Fund to be invested in permitted investments, which shall mean those investments described on **Exhibit F** attached hereto and by this reference made a part hereof, provided that such investments constitute investments that governmental entities are permitted to make under the laws of the State of Missouri (hereinafter, "Permitted Investments").

(ix) Limitation of Obligations. Tenant acknowledges and agrees that the Sports Complex Common Area Maintenance obligations of Landlord under the Lease are limited to the available Common Areas RMMO Fund Monies existing from time-to-time. Except to the extent of the availability of funds in the Common Areas RMMO Fund, neither Landlord (nor County) shall be required to expend any monies therefore.

13. **Kauffman Stadium RMMO Fund.** Landlord and the County shall establish, own and administer (subject to the provisions hereof) a separate and segregated account (the "Kauffman Stadium RMMO Account") for the deposit of Kauffman Stadium RMMO Fund Monies (as hereinafter defined) for the repair, maintenance, management and operation of the Baseball Stadium under the Lease. The Kauffman Stadium RMMO Account shall be established with a bank or financial institution reasonably acceptable from time-to-time to Tenant. Landlord/County shall make deposits into the Kauffman Stadium RMMO Fund as provided below in Section 14 hereof. Landlord/County shall cause the amounts so deposited to be invested in Permitted Investments (as defined below) through such entity or entities as shall be selected by Landlord/County. All amounts so deposited in the Kauffman Stadium RMMO Account by Landlord/County, together with any interest or income earned by the investment of such funds (all of which interest and income shall be deemed to have been earned by Landlord/County), less the reasonable costs of investing such funds, which may be paid out of the Kauffman Stadium RMMO Fund are collectively referred to as the "Kauffman Stadium RMMO Fund Monies". Landlord/County shall require that all investment entities furnish both it and Tenant with monthly statements showing the account status of the Kauffman Stadium RMMO Fund.

14. **Landlord/County's Deposits.** On a quarterly basis from and after the Amendment Effective Date, Landlord/County shall deposit the following Kauffman Stadium RMMO Fund Monies into the Kauffman Stadium RMMO Account (sometimes also referred to herein as the "Kauffman Stadium RMMO Fund"):

(a) 50% of the following revenues and proceeds (hereinafter referred to as the "Available Revenues"):

(i) the total of New County Sales Tax proceeds, together with any interest earned on the proceeds from the new bonds to be issued and sold by the County based on the New County Sales Tax for both the Kauffman Stadium Expansion and Renovation Plan and the Arrowhead Stadium Expansion and Renovation Plan (i.e. a project fund of \$425,000,000 produced by such new bonds (hereinafter, the "New Bonds")), less the principal and interest payments on the New Bonds;

(ii) the additional annual existing local (including Jackson County and the City of Kansas City, Missouri) and State Sports Complex Revenues (currently, State of Missouri of \$3 Million, County Property Tax of approximately \$3.5 Million, and City of Kansas City, Missouri of \$2 Million, with a minimum annual amount of these three combined sources not to be less than \$8.5 Million per year during any lease year for the term of the Lease), independent of the Missouri State Tax Credits revenues referenced in Section 2(c) of this Amendment; and

(iii) any other future or new local (including Jackson County and the City of Kansas City, Missouri) or State of Missouri revenues for the Sports Complex (other than for a Rolling Roof (as hereinafter defined) for the Sports Complex designed to fully cover both the Football Stadium and the Baseball Stadium not simultaneously), unless otherwise specifically agreed upon by Co-tenant in writing in advance of the procurement of or securing such additional funds;

Less the following 3 amounts:

1. 50% of the principal and interest payments on the bonds for the Sports Complex issued pursuant to County Series 1998 and County Series 2001 (the "Existing Bonds");

2. Five Hundred Thousand Dollars (\$500,000) for Tenant's share of the Administrative and Common Area Capped Charge (increased 3% annually from and after the end of the first full lease year after the Amendment Effective Date); and

3. The Baseball Stadium RMMO Fee payable annually by Landlord to Tenant pursuant to the Second Management Amendment.

(b) Landlord/County share of any Naming Rights revenues (as defined in Section 31 hereof);

(c) Baseball Stadium Parking User fees (as defined in Section 24 hereof); and

- (d) All rent payable under Article VI of the Lease.

The parties recognize and agree that Landlord contemplates entering into a similar arrangement with Co-tenant to that set out in this Section 14 with respect to a fund for the repair, maintenance, management and operation of the Football Stadium (the “Football Stadium RMMO Fund”).

15. **Disbursement of Kauffman Stadium RMMO Fund Monies.** Disbursements of available Kauffman Stadium RMMO Fund Monies are subject to the prior reasonable written approval of Landlord, based on the Tenant's written request. Subject to such prior approval, Landlord shall, from time-to-time, disburse to Tenant, as soon as reasonably possible not to exceed ten (10) days after Tenant’s request available Kauffman Stadium RMMO Fund Monies to pay for Tenant’s repair, maintenance, management or operation obligations under the Lease.

16. **Requests for Disbursements.** All such disbursement requests must be on the form attached hereto as **Exhibit G** signed by an authorized representative of Tenant as requesting party. To be eligible for payment from the Kauffman Stadium RMMO Fund, all costs and expenses for either Tenant must have been incurred at reasonable and customary, arms-length terms.

17. **Landlord/County Assistance Regarding Kauffman Stadium RMMO Fund.**

(a) **Maximization of Funds.** In order to attempt to increase the monies in the Kauffman Stadium RMMO Fund and to allow Tenant to have better access to necessary monies when needed, Landlord/County agrees as follows:

(i) To consult with Tenant as to the terms and structure of the New Bonds;

(ii) To undertake commercially reasonable efforts to minimize debt service and financing expenses on the New Bonds including utilization of bond insurance, variable rate debt, noncallable debt, derivative products, future refinancings and similar measures, as appropriate and commercially reasonable; and

(iii) Upon requests by Tenant, and subject to necessary approvals by the County attorney and bond counsel, borrow against, or “bond”, “capitalize” or “monetize” the revenue stream from all or certain of the funds to be deposited periodically into the Kauffman Stadium RMMO Fund, and sell, pledge and/or assign such revenue stream for purposes of repairing, maintaining, managing and operating Kauffman Stadium and the Leased Premises, with all funds therefrom to be held in equal amounts in the Kauffman Stadium RMMO Fund and the Football Stadium RMMO Fund unless otherwise agreed by Tenant and Co-tenant for use as provided in this Section 17.

(b) **Combined/Summary Requests by Tenant.** Prior to the beginning of each Lease Year, Tenant may submit a combined or summary request to Landlord for

ordinary and reoccurring costs and expenses payable out of the Kauffman Stadium RMMO Fund for the upcoming Lease Year.

18. **No Limitation; Insufficient Lease Year Funds.** Tenant acknowledges and agrees that, subject to (i) Landlord's payment to Tenant of the RMMO Fee pursuant to the Management Contract, (ii) deposit by Landlord of the Kauffman Stadium RMMO Fund Monies pursuant to the terms of Section 14 hereof, and (iii) the rights of Tenant under this Amendment to modify the Maintenance Schedule (as defined in Section 12 hereof), and except as set forth in Section 11(d) hereof, the various repair, maintenance, management and operation obligations of Tenant under the Lease are neither limited nor reduced by the available Kauffman Stadium RMMO Fund Monies existing from time-to-time. Any surplus available Kauffman Stadium RMMO Fund Monies from a Lease Year shall be carried over to the next Lease Year. Either party's unfunded authorized uses of available Kauffman Stadium RMMO Fund Monies from prior Lease Years shall be funded or made up (without interest) in later Lease Years after payment of the current Lease Year's RMMO Fund requirements, to the extent of available funds.

19. **Distribution Upon Expiration of Term.** Upon the expiration of the Term of the Lease, as it may be extended, any funds, monies or Permitted Investments remaining in the Kauffman Stadium RMMO Fund shall be distributed to the County.

20. **Restoration.** Section 19.01(A) of the Original Lease is hereby amended to read as follows:

"Notwithstanding anything in this Lease to the contrary, if the leased premises shall be partially or totally damaged or destroyed by fire, terrorism or other casualty (whether or not insured), and the Tenant has not exercised its option to terminate this Lease pursuant to Subsection 19.01(D) below, the Landlord, at its expense, shall repair the damage so as to restore the leased premises to their condition immediately prior to such fire, act of terrorism or other casualty. The Landlord shall not, however, be required to repair or replace any property, title to which is in the Tenant. In no event shall Landlord have the right to fund any repairs or restoration to the leased premise with any funds from the Kauffman Stadium RMMO Fund."

21. **Development Agreement.**

(a) **Implementation of Kauffman Stadium Expansion and Renovation Plan.** The Kauffman Stadium Expansion and Renovation Plan attached hereto as **Exhibit H** and by this reference made a part hereof (the "Kauffman Stadium Expansion and Renovation Plan") sets forth a conceptual description of certain improvements, renovations, replacements and additions to be made by Tenant, at Tenant's sole cost and expense, to the Exclusive Leased Premises (as that term is amended by Section 9 of this Amendment) and the Central Services Facility improvements relating to the separation and reconfiguration of the Central Services Facility (as described in Section 9 hereof). Said conceptual description shall form the basis for program and schematic designs, plans and specifications to be developed and approved by Landlord and Tenant, and for final designs, plans and specifications to be developed and by Tenant and approved by Landlord based upon such program and schematic designs for the Exclusive Leased

Premises (such as improvements, renovations, replacements and additions are hereinafter collectively referred to as the "Leased Premises Renovation"). The parties hereto agree to work together to agree upon the terms of the Development Agreement on or before March 15, 2006, to carry out the Kauffman Stadium Expansion and Renovation Plan and the Leased Premises Renovation.

(b) Availability of Funds. The Development Agreement shall provide for Landlord's Capped Contribution (as defined in Section 22 of this Amendment) to be available to Tenant for disbursements to pay the cost and expenses relating to the design, development and construction of the Kauffman Stadium Expansion and Renovation Plan (including without limitation all hard and soft costs, including without limitation those costs and expenses referenced in Section 28 hereof) upon terms and conditions reasonably acceptable to Landlord and Tenant. All of the Landlord's Capped Contribution shall be deposited into a segregated account, separate and apart from the Kauffman Stadium RMMO Account and the Football Stadium RMMO Fund Account.

(c) Terms of the Development Agreement. The terms of the Development Agreement shall be consistent with the terms of this Amendment, including this Section 21, and shall also include the following covenants and agreements:

(i) Americans With Disabilities Act. The Leased Premises Renovation (and the renovation of the Football Stadium to be undertaken by Co-tenant substantially concurrently with the Leased Premises Renovation) shall each include all necessary work to cause Kauffman Stadium (in the case of the Leased Premises Renovation) and the Football Stadium (in the case of the renovation of the Football Stadium to be undertaken by Co-tenant substantially concurrently with the Leased Premises Renovation) to comply with all requirements of the then-existing Americans with Disabilities Act to the extent applicable to the renovation of Kauffman Stadium (in the case of the Leased Premises Renovation) and the Football Stadium (in the case of the renovation of the Football Stadium to be undertaken by Co-tenant substantially concurrently with the Leased Premises Renovation).

(ii) MBE/WBE Requirements. Tenant shall comply with certain MBE/WBE requirements substantially as set forth in the agreement attached hereto as **Exhibit I** attached hereto, and to be attached to Development Agreement.

(iii) Contracting Party. At the sole election of Tenant, Landlord or the County shall be the contracting party for the Leased Premises Renovation or, if permitted by applicable law, Tenant may elect to be the contracting party with oversight by Landlord.

(iv) Construction. The Tenant's approved architect/construction manager/general contractor shall design, manage and construct the Kauffman Stadium Expansion and Renovation Plan.

(v) Cost Overruns. Tenant shall be responsible for any cost overruns in connection with the Kauffman Stadium Expansion and Renovation Plan design and work.

(vi) Sales and Use Tax Exemption. The County shall provide to Tenant such documentation as may be necessary to permit Tenant to purchase goods and services for the Kauffman Stadium Expansion and Renovation Plan without payment of any applicable sales and use taxes.

(vii) Right to Change Scope. Tenant shall have the right, at any time, to change the scope of the Leased Premises Renovation (and thereby to revise the program, schematic and final plans and specifications), without the necessity of Landlord's approval, in order to cause the scope of the Leased Premises Renovation to match the funds available under Section 22 hereof for the Leased Premises Renovation; provided, however, that in exercising its rights under this Section 21(c)(vii), (a) Tenant shall not cause any of the quality of materials and finishes to be incorporated into the Leased Premises Renovation to be less than the existing quality of comparable materials and finishes in the Baseball Stadium and (b) Tenant shall not cause any change to the scope of the improvements set forth on Exhibit J attached hereto and by this reference made a part hereof ("Tenant's Minimum Required Projects List").

(viii) Approval of Plans and Specifications. With respect to the Landlord's right to approve the plans and specifications for the Leased Premises Renovation (program, schematic and final plans and specifications), Landlord and Tenant hereby agree that the following shall be applicable:

(A) Consent not Unreasonably Withheld. Landlord hereby agrees that it will not unreasonably withhold or delay its consent to any plans and specifications and that, in determining whether to consent or reasonably withhold its consent, Landlord acknowledges and agrees that, consistent with the operation of the Sports Complex, the generation of additional revenue for Tenant, and the generation of additional activity in the vicinity of the Sports Complex, particularly on weekdays, is of paramount importance to Tenant in maintaining its financial viability.

(B) Consent Deemed Granted. If Landlord shall not deliver written notice of disapproval (specifying in detail the reasons for such disapproval) within fourteen (14) days after any plans or specifications are delivered to Landlord for approval, such

plans and specifications shall be for all purposes deemed approved.

22. **Funding of Kauffman Stadium Expansion and Renovation Plan.**

(a) **Landlord's Capped Contribution.** Landlord hereby agrees to contribute or cause to be contributed a total amount of Two Hundred Twenty-Five Million and No/100 (\$225,000,000.00) (the "Landlord's Capped Contribution") to carry out the Kauffman Stadium Expansion and Renovation Plan. The Landlord's Capped Contribution shall consist of Two Hundred Twelve Million, Five Hundred Dollars (\$212,500,000.00) from the New County Tax and Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) from Missouri State Tax Credit revenues (with any discount on sale loss on such credits to be covered by additional revenues from such New County Sales Tax). In no event shall Landlord be obligated hereunder to provide any amount in excess of the Landlord's Capped Contribution. Proceeds from the New Bonds shall be used solely to enable Landlord to make its Landlord's Capped Contribution under this Amendment and the Landlord's capped contribution under the Chiefs 2006 Amendment, and to pay costs of the issuance of the bonds, capital reserve funds and other costs related to the issuance of the New Bonds.

(b) **Tenant's Contribution.** Tenant hereby agrees to provide funds (the "Tenant Contribution"), to be held by Landlord, in an amount equal to Twenty-Five Million Dollars (\$25,000,000.00), with Eighteen Million Dollars (\$18,000,000) to be applied solely towards the build out of interior finish of all private corporate suites (i.e. private enclosed seating spaces leased on an annual basis) constructed as part of the Kauffman Stadium Expansion and Renovation Plan, the cost of interior furniture, fixtures and equipment to be supplied by Tenant within any private corporate suites in the Baseball Stadium, the cost of any rehabilitation of the interior finishes and the replacement of interior furniture, fixtures and equipment in the private corporate suites subsequent to the completion of the Leased Premises Renovation, and for any other purpose mutually agreed upon by the parties, and with Two Million Dollars (\$2,000,000.00) to be applied solely to the "Right Field Public Restaurant" (referenced on **Exhibit H**) and Five Million Dollars (\$5,000,000.00) to be applied solely to the "Centerfield Expanded Fan Amenities/Structures" (referenced on **Exhibit H**). Contracts for the portion of the Leased Premises Renovation to be funded with the Tenant Contribution as provided herein shall not be let until the Tenant Contribution has been deposited into a designated account (which shall be an interest-bearing account, with all interest earned being the property of Tenant) or other arrangements reasonably satisfactory to Landlord (including without limitation a letter of credit) have been made. Tenant's Contribution will not be required to be contributed until it is time to let the contracts for the work to be paid for with such Tenant's Contribution.

(c) **Cost Overruns.** Tenant shall be responsible for any cost overruns in the construction of the Leased Premises Renovation and the implementation of the Kauffman Stadium Expansion and Renovation Plan.

(d) No Additional Conditions. There shall be no additional conditions imposed upon Tenant in connection with the funding by Landlord of the Landlord's Capped Contribution except as otherwise expressly provided herein, except with the consent of Tenant and Major League Baseball.

23. **Additional Sports Complex Improvements.** Landlord and Tenant agree and acknowledge that, in addition to the Leased Premises Renovation, with respect to the Exclusive Leased Premises, and the renovation of the Football Stadium to be undertaken by Co-tenant substantially concurrently with the Leased Premises Renovation, Landlord, Tenant and Co-tenant contemplate that there may be substantial additional development and construction of additional improvements, renovations, replacements and additions by Landlord to be located in the portions of the Sports Complex other than the portion of the Sports Complex consisting of the Exclusive Leased Premises and the Co-tenant's Exclusive Leased Premises (such additional development, improvements, renovations, replacements and additions are hereinafter collectively referred to as the "Complex Renovation") (the Leased Premises Renovation and the Complex Renovation are hereinafter sometimes collectively referred to herein as the "Renovation") The precise scope and nature of the additional development, improvements, renovations, replacements and additions to be made by Landlord have not yet been finally determined or agreed to by Landlord, Tenant or Co-tenant; provided, however, it is anticipated that the Complex Renovation will include a "rolling roof" that will be capable of moving over so as to cover the Football Stadium, the Baseball Stadium and the area between the Football Stadium and the Baseball Stadium commonly known as Lot M (the "Rolling Roof"). With respect to the Complex Renovation, Landlord and Tenant hereby agree as follows:

(a) Landlord shall develop, or cause to be developed, and submit to Tenant conceptual design plans for the Complex Renovation for Tenant's review and written approval.

(b) Following Tenant's approval of the conceptual design plans for the Complex Renovation, Landlord shall develop, or cause to be developed, schematic design plans for the Complex Renovation for Tenant's review and written approval.

(c) Following Tenant's approval of the schematic design plans for the Complex Renovation, Landlord shall develop, or cause to be developed, design development plans and drawings for the Complex Renovation for Tenant's review and written approval.

(d) Following Tenant's approval of the design development plans and drawings for the Complex Renovation, Landlord shall develop, or cause to be developed, detailed final construction plans, drawings and specifications for the Complex Renovation for Tenant's review and written approval.

(e) Concurrently with the development of the conceptual design plans, schematic design plans, design development plans and drawings and detailed final construction plans, drawings and specifications, respectively, for the Complex Renovation, Landlord shall develop, or cause to be developed, increasingly

refined budgets for the Complex Renovation for Tenant's review and written approval.

(f) All sources and amounts of funding for the Renovation shall be subject to Tenant's written approval. Any and all revenues generated whether directly or indirectly with respect to the Rolling Roof, including without limitation naming rights, shall be applied to fund the cost of construction of the Rolling Roof, the cost of issuance of Bonds financing the construction of the Rolling Roof and subsequent maintenance of the Rolling Roof.

(g) All of Tenant's approvals hereunder shall be given or withheld by Tenant in Tenant's reasonable discretion; provided that Tenant's withholding of any consent or approval hereunder shall not be deemed unreasonable if it is withheld because of financial considerations (including sufficiency of funding of capital repairs, operating costs, maintenance and repairs to any Complex Renovations), safety considerations, aesthetic considerations, operating and economic considerations relating to Tenant's use of the Exclusive Leased Premises, and other similar considerations and factors.

(h) With respect to the Rolling Roof, it is agreed that, without limiting Tenant's right to review and approve all of the plans for the Complex Renovation as provided herein, as follows:

(i) the design of the Rolling Roof shall meet all requirements, specifications and standards of MLB so as to be acceptable for use over the Baseball Stadium;

(ii) Tenant shall have the right, but shall not be obligated, to use the Rolling Roof or to permit or cause the Rolling Roof to move over the Baseball Stadium at any time; and

(iii) Tenant shall have the right to approve all advertising and signage on or about the Rolling Roof, it being agreed and understood that nothing herein shall constitute a waiver of any of Tenant's rights under Article XIV of the Lease.

(i) In no event shall Landlord or the County have the right to expend any amounts or incur any obligations with respect to the Complex Renovation in excess of the amount budgeted for the Complex Renovation as approved by Tenant, nor shall the scope of the work approved for the Complex Renovation be modified following Tenant's approval of the detailed final construction plans, drawings and specifications for the Complex Renovation, except in each case with the prior written approval of Tenant.

(j) Notwithstanding anything in the Original Lease to the contrary, from and after the date hereof, no additional development, improvements, renovations, replacements and additions to be undertaken with respect to any portion of the Sports Complex other than the portion of the Sports Complex

consisting of the Exclusive Leased Premises and the Co-tenant's Exclusive Leased Premises, whether or not constituting a part of the Complex Renovation, shall be commenced without the prior written approval of Tenant.

24. **Parking User Fee.** Except as set forth in this Section 24, no user or ticket or service fee or tax or any other fee or tax of comparable nature will be imposed by the County or Landlord for Tenant events at the Sports Complex, unless mutually agreed upon by Landlord and Tenant in their sole discretion. Landlord and the County shall have the right, following completion of the Kauffman Stadium Expansion and Renovation Plan, to impose a parking user fee (the "Parking User Fee") in an amount not to exceed ten percent (10%) of the parking charge (net of taxes) collected by Tenant for admission to the parking lots in the Sports Complex. Such Parking User Fee or any bond or other proceeds based thereon shall be deposited into the Kauffman Stadium RMMO Account. Such Parking User Fee shall be collected by Tenant without administrative charge or fee at all Tenant events. Prior to remitting such Parking User Fee collected by Tenant, Tenant shall have the right to offset any costs, revenue losses and expenses incurred by Tenant in connection with any Kauffman Stadium Preference Plan (as defined in Section 26 hereof). Any remaining Parking User Fee shall be remitted monthly by Tenant to Landlord, who shall deposit such Parking User Fee into the Kauffman Stadium RMMO Account. During such period as the Parking User Fee is in effect, Tenant agrees to waive the provisions of Article XIII of the Original Lease to the extent such provision prevents the imposition of the User Fee or provides for rent abatement as a result of the imposition of the User Fee.

25. **Targeted Taxes.** If any new Targeted Taxes (as hereinafter defined) are imposed during the term of the Lease by the City, the County, or the State, Landlord shall first reduce Tenant's share of the Administrative and Common Area Capped Cost under Section 14(a)2 hereof dollar for dollar to compensate Tenant for the amount of any Targeted Taxes owed by Tenant to the City, the County or the State as a result of the imposition of any Targeted Tax(es); provided, however, that the amount of such reduction (and any reduction granted to the Co-tenant under the Chiefs 2006 Amendment) shall be deemed deposited in, and available to Landlord as if deposited in, the Common Area RMMO Fund. In addition, if the Targeted Taxes owed by the Tenant exceed the total Tenant share of the Administrative and Common Area Capped Charge in any Lease Year, the balance shall be rebated by the County to Tenant. As used herein, the term "Targeted Taxes" shall mean any tax or exaction that by its terms affect only the Tenant or the Tenant and Co-tenant or any sports/entertainment enterprises (but excluding any Parking User Fee), or that is otherwise uniquely applicable to Stadium Operations (hereinafter defined) or which, although ostensibly of a general nature, as a practical matter affects Stadium Operations in an adverse manner (e.g., a ticket tax), uniquely or substantially uniquely within the County. Without limitation, any taxes on tickets sold for entertainment or sporting events, events conducted at the Sports Complex or parking at the Sports Complex (other than a Parking User Fee), the operation of Kauffman Stadium or the income received by the Tenant (collectively, "Stadium Operations") shall constitute a Targeted Tax.

26. **Preference Plan.**

(a) **Ticket Discount Plan for Jackson County Residents.** Tenant agrees to develop a ticket discount preference plan (sometimes herein referred to as the

"Preference Plan") pursuant to which the Royals will provide to the County the right to produce and deliver, solely to Jackson County residents, an amount of coupons (the "Coupon") not to exceed 267,000 coupons (which amount exceeds the number of households in the County pursuant to the 2000 census). Each such Coupon will enable a Jackson County resident to purchase two (2) single game tickets to designated games to be held on Jackson County Days/Nights (such Jackson County days/nights and seating sections to be designated by Tenant) at the Baseball Stadium, at a discount rate of 50% per ticket or, at Tenant's option, a buy one, get one free offer. Such coupons shall not be redeemable in connection with the purchase of season tickets, partial season tickets or other ticket packages or group programs established by tenant from time to time. Tenant and Landlord agree to cooperate together in good faith, after the date hereof, to develop the details and procedures relating to the Preference Plan. Given the number of coupons, the average ticket price for Tenant's games as of the date hereof, and the maximum total number of tickets that could be purchased using the coupons, Tenant estimates the total value of such discounts for distributed coupons to be at least \$2,000,000 per year or at least \$50,000,000 over the term of the Lease in present value (2006) dollars. The actual value based upon redeemed coupons is not estimated or guaranteed by Tenant.

(b) With Tenant's commitment to provide at least Two Million Dollars (\$2,000,000) of annual benefits (via the discount applicable to distributed tickets) to Jackson County residents as set forth in subsection (a) above, and Tenant's Parking User Fee of 10% pursuant to Section 24 hereof, Tenant shall not be obligated to participate in, or to agree to, any ticket tax, user fees, or any other tax (other than the Parking User Fee) that would be imposed upon the sale of tickets, concessions or parking to events at Kauffman Stadium.

(c) Discounts referenced in subsection (a) above shall not apply to other benefits for which fans are regularly charged an additional price over an amount above the amount stated on the ticket. Such coupons shall not apply to the purchase of parking, concessions, novelties or other items/services for sale at games. Landlord warrants that no more than one Coupon per Jackson County residence shall be distributed coupons annually and that all unused coupons will be destroyed in accordance with mutually agreeable terms between Tenant and Landlord. All Jackson County employees and officials shall be prohibited from receiving any coupons other than those the one Coupon mailed to their Jackson County residence.

(d) Jackson County shall be responsible for all aspects of the Preference Program, including, but not limited to:

(i) Communication of the policies and processes regarding receiving and redeeming coupons for Jackson County Games;

(ii) Printing of the coupons; provided that Tenant shall have the right to pre-approve the content, format and design of all coupons, all of which shall be uniquely consecutively numbered;

(iii) Landlord shall be responsible for reimbursing Tenant for counterfeit coupons or duplicate coupons presented at Tenant's Box Office at 100% of the face value price of the ticket;

(iv) Distribution of tickets to Jackson County residential residences with a list of such residences sent to Tenant in advance of Tenant providing the coupons to the Landlord; and

(v) Each residence shall be mailed no more than one Coupon for each applicable season.

27. **Payment of Rent.** Landlord will reasonably work with, and cooperate with Tenant in allowing Tenant flexibility and options in the manner in which Tenant pays its rent under Article VI of the Original Lease (including possible reduction of, or offset against, the RMMO Fee payable by Landlord pursuant to the Management Contract, as amended by the Second Management Amendment (hereinafter defined), so long as equivalent dollar amounts are paid to Landlord for the rent under Section 6.01 of the Original Lease.

28. **Liability Insurance.** Section 4(F) of the Original Management Contract and Section 17.04(A)(i) of the Original Lease are hereby modified to read as follows:

"The minimum limits of liability of such insurance to be carried by Tenant referred to in said Sections are \$2,000,000 in the event of injury to or the death of any one person and not less than \$5,000,000 in the event of injury to or death of more than one person arising by reason of one occurrence and \$1,000,000 with respect to damage to property, all or any portion of any of the foregoing which may be covered by either primary or umbrella or excess policies or any combination thereof. The liability insurance carried by Tenant pursuant to Section 4(F) of the Management Contract shall be sufficient to satisfy Landlord's obligation to carry liability insurance under Section 17.04(A)(i) of the Original Lease. At five (5) year intervals during the Lease Term, Landlord and Tenant shall mean and reasonably decide if the Tenant's required minimum liability coverages should be lowered or increased based on comparable coverages then being carried by owners or operators of facilities similar to Kauffman Stadium.

29. **Advance Costs.** Landlord acknowledges that in order for the Leased Premises Renovation to proceed on schedule, Tenant has expended and will hereafter expend certain funds for development of plans and specifications and for other similar reasonable development costs (the "Advance Costs"). Landlord agrees that it shall reimburse Tenant for the Advance Costs upon issuance of the New Bonds. Said reimbursement shall be payable solely from the proceeds of the New Bonds, and neither the Authority nor the County shall have any other liability obligation for Advance Costs. The obligation of Landlord does not include expenses advanced by Tenant in connection with the passage of legislation or election propositions.

30. **Failure to Deposit Funds.** Any failure by Landlord or the County to deposit any funds described in Section 14 hereof shall constitute a default under the Lease.

31. **Advertising and Naming Rights.** Landlord hereby agrees that Tenant has, pursuant to the Original Lease, the right to receive compensation for a sale of the right for any person or entity to attach a name or other moniker to the Baseball Stadium that would alter the name of the stadium as a whole, *i.e.* "Kauffman Stadium" (hereinafter "Naming Rights"). Notwithstanding the foregoing, if Tenant shall at any time enter into any such Naming Rights arrangement, then Tenant agrees that any revenues derived with respect to such Naming Rights arrangement shall be divided equally between Tenant and Landlord. It is agreed by Landlord and Tenant that the foregoing division of revenues shall only be applicable to revenues specifically designated as compensation for Naming Rights, and not for any revenues received by Tenant from any package of advertising, co-promotion, marketing and other in-stadium, event-related benefits and properties provided by Tenant, all of which revenues relating to such benefits and properties provided by Tenant shall be the sole property of Tenant and shall not be subject to division as provided herein. In all other respects, the provisions of Section 14.01 of the Original Lease shall remain in full force and effect, and nothing herein contained shall impair Tenant's right to sell the sponsorship or naming of individual areas, components or elements of the Baseball Stadium including, but not limited to, billboards, entrance or admission gates, tents on asphalt aprons, concourse columns, walls, scoreboards, suites and boxes.

32. **Approval by Jackson County Sports Complex Authority.** This Amendment shall be subject to review and approval of the Jackson County Sports Complex Authority and it shall not be effective until such approval is obtained. If this Amendment is not so approved by _____, 2005, this Amendment shall be null and void.

33. **Approval by Jackson County Legislature.** This Amendment shall be subject to review and approval of the Jackson County Legislature, and it shall not be effective until such approval is obtained. If this Amendment is not so approved by _____, 2005, this Amendment shall be null and void.

34. **Approval by Major League Baseball.** This Amendment shall be subject to review and approval of Major League Baseball, and it shall not be effective until such approval is obtained. If this Amendment is not so approved by _____, 2005 this Amendment shall be null and void.

35. **Affirmation of Lease.** Landlord and Tenant agree that except as specifically modified herein, all the terms and provisions of the Original Lease are in full force and effect. If and to the extent that there is a conflict between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control. Landlord and Tenant further agree that the only agreements governing, controlling or affecting the rights and duties of the parties under the Lease are those set forth in the Original Lease and this Amendment, and that no prior course of conduct or dealing, nor any prior agreements or understandings not set forth in the Original Lease or this Amendment, shall be applicable to guide or determine the interpretation of the Lease or any of its provisions, nor shall any prior course of conduct or dealing, nor any prior agreements or understandings not set forth in the Original Lease or this Amendment, be binding upon Landlord or Tenant.

36. **Co-tenant Lease Amendment.**

(a) Concurrently herewith, Landlord and Co-tenant are negotiating an amendment (the "Co-tenant Lease Amendment") to the existing lease between Landlord and Co-tenant (the "Co-tenant Lease"). Landlord hereby agrees that it will deliver to Tenant a fully executed copy of the Co-tenant Lease Amendment, with all exhibits and attachments completed and attached, and that this Amendment shall be subject to the review and approval of the Co-tenant Lease Amendment by Tenant in its sole and subjective discretion; provided however, for purposes of this Section, Tenant shall be deemed to have approved the Co-tenant Lease Amendment upon execution of this Amendment (unless the final form of the Co-tenant Lease Amendment is not provided to Tenant in final form by 1:00 on January 20, 2006, in which event Tenant shall have three (3) business days after delivery of such executed copy of the Co-tenant Lease Amendment to approve such Co-tenant Lease Amendment).

(b) In the event that any agreement has been previously entered into by Landlord and Co-tenant, or if Landlord and Co-tenant shall, at any time hereafter, enter into any agreement, relating to payments (directly or indirectly) due from Landlord or the County to Co-tenant, or (directly or indirectly) from Co-tenant to Landlord or the County, or amounts provided or to be provided by Landlord or the County (directly or indirectly) to Co-tenant, including without limitation rent, management fees or funds to be used in connection with the renovation of the Football Stadium or the existing or any new master plan relating to the Football Stadium, and the effect of such agreement is to provide to Co-tenant, at any time, more funds to be used in connection with the renovation of the Football Stadium or the existing or any new master plan relating to the Football Stadium, or to adjust the rent due from Co-tenant or the management fees or any other amounts payable to Co-tenant so as to effectively make more funds available to Co-tenant, then Landlord hereby agrees that the Original Lease, as amended hereby shall, at Tenant's option, be deemed immediately amended and modified to give to Tenant the same effect and benefits of such agreement. Without limiting the generality of the foregoing, any agreement between Landlord and Co-tenant that shall, by means of a formula or other calculation method relating to facility size, number of scheduled games or activities or pricing of tickets, or other similar methodology, or any revisions in the methodology of calculating the rent or management fee using "breakpoints" or other devices to adjust the payments (directly or indirectly) due from Landlord or the County to Co-tenant, or (directly or indirectly) from Co-tenant to Landlord or the County, or amounts provided or to be provided by Landlord or the County (directly or indirectly) to Co-tenant, including without limitation rent, management fees or other amounts or funds to be used in connection with the renovation of the Football Stadium or the existing or any new master plan relating to the Football Stadium, such agreement shall be deemed an agreement subject to the provisions of this Section 36(b) and shall result in the amendment, at Tenant's option, of the Original Lease, as amended hereby, in accordance with the terms of this Section 36(b). For purposes of this Section 36, Co-tenant shall include any person or

entity that controls Co-tenant, that is controlled by Co-tenant, or that is under common control with Co-tenant. As used in this Section 36, the term "control" and similar terms shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities or interests, by contract or otherwise.

(c) Landlord will deliver to Tenant, immediately upon execution, a copy of any other agreement, contract or document entered into by Landlord or the County and Co-tenant that results in payments to Co-tenant by Landlord or the County or reductions in the amount payable by Co-tenant to Landlord or the County.

37. **Counterparts.** This Amendment may be executed by the parties hereto on separate counterparts, or separate signature pages, all of which shall be deemed originals, but all of which, taken together, shall constitute one and the same instrument.

38. **County Consent.** Landlord and Tenant acknowledge that simultaneously with the execution of this Amendment, they and the County shall enter into the County Consent and Agreement in the form thereof annexed to this Amendment and that Tenant would not have entered into this Amendment but for the inducements therein contained.

39. **Clawback.** In the event that Tenant defaults in its obligations under the Original Lease, as amended by this Amendment, resulting in the receipt of money damages by the County and/or the Landlord (the "Damage Award"), then the parties agree that to repay certain public funding benefits received, the Damage Award shall be applied on a pro-rata basis to (a) the repayment of Leased Premises Renovation bond debt service, and (b) the repayment of local and state government contributions.

40. **MLB Provision.**

(a) **Subordination to MLB Documents.** Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by Tenant hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively the "MLB Documents"): (a) any present or future agreements entered into by, or on behalf of, any of the Major League Baseball ("MLB") entities or affiliates, 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 guidelines 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 the MLB entities. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto. No rights, exclusivities or obligations involving the Internet or any interactive or on-

line media (as defined by the MLB entities) are conferred by this Amendment, except as are specifically approved in writing by the applicable MLB entity.

(b) Exceptions. The foregoing paragraph (a) shall not subordinate the obligations of Tenant under Article VI of the Original Lease, Section 7.02 of the Original Lease, as amended by this Amendment, Section 22.01, Section 27.01 and Section 31.02 of the Original Lease, and shall not operate to increase any obligation of Landlord for expenditures of funds in excess of the Landlord's Capped Contribution. The foregoing paragraph (a) shall not require Landlord to forego any remedy to which it may be entitled for any breach of the Lease by Tenant. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by this Amendment, except as are specifically approved in writing by the applicable MLB Entity.

(c) No Knowledge of Conflict. Tenant represents that as of the date of this Amendment, the Lease is not inconsistent with the terms of the MLB Documents, and it is in compliance with all applicable Major League Baseball rules and regulations that are relevant to the transactions contemplated herein. Tenant agrees that it will not consent to any future agreement or arrangement inconsistent with the Lease and will use reasonable efforts to oppose the adoption of any Major League Baseball Rules and regulations that could cause Tenant to be unable to comply with the terms of the Lease.

(d) Interpretation. The parties agree that no interpretation of this Section 40 will impede the availability to Landlord of legally adequate remedies for the practical realization of the principal benefits reasonably intended to be provided by the Lease.

41. **Management Contract Amendment.** Reference is made to that certain Management Contract dated January 19, 1990 (the "Base Management Contract"), by and between Landlord and Tenant, as amended by that certain First Amendment to Management Contract dated as of February 13, 1990 (the "First Amendment to Management Contract"), by and between Landlord and Tenant. The Base Management Contract, as amended by the First Amendment to Management Contract, is hereinafter referred to as the "Original Management Contract." Concurrently herewith, the Original Management Contract shall be deemed amended to extend the term of the Original Management Contract so as to expire January 31, 2030. The effectiveness of the extension of the term of the Original Management Contract shall become effective upon the Amendment Effective Date.

42. **Exemption from TIF.** Landlord shall use best efforts cause passage into law, on or before the end of the 2006 legislative session, legislation by the Missouri General Assembly signed into law by the Governor of the State of Missouri (hereinafter, the "State") which exempts or prevents the application of tax increment financing plans now or hereafter in effect in Jackson County, Missouri, from applying to the New County Sales Tax. In the event that Landlord fails to cause passage of such legislation as provided in this Section 42, Landlord shall be required to replace and match fifty percent (50%) of all monies that would not have been captured by such

tax increment financing plans if such legislation had been passed, and to deposit such funds into the Kauffman Stadium RMMO Fund Account.

43. **Use Tax.** Subject to Section 23 hereof, Tenant agrees to support Landlord's efforts to cause passage into law in Jackson County of a so-called "compensating use tax" on out-of-State sales to protect Jackson County sellers of goods against out-of-state competition under RSMO Section 144.757 (the "Out of State Sales Use Tax") to provide a revenue source and financial support for possible construction of a rolling roof designed to fully cover both the Football Stadium and the Baseball Stadium not simultaneously.

44. **Amendment of Section 7.02.** Section 7.02 of the Original Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 7.02 Tenant Covenants to Play Games in Baseball Stadium.

Unless consented to in writing by the Landlord (which consent will not unreasonably be withheld or delayed), Tenant shall during the term of this Lease, except as otherwise provided herein (where the leased premises may be temporarily taken or damaged so as to be unusable), play or conduct no fewer than ninety percent (90%) of its professional baseball "home" games in the Baseball Stadium provided, Tenant always plays its home opening series in the stadium, but it may play any of the next eight scheduled home games in a facility other than the stadium. Notwithstanding the foregoing, Landlord hereby agrees that Tenant shall have the right, without the necessity of obtaining Landlord's consent, to play a season opening game or series that is denominated a "home" game or series in a location outside of the continental United States, and no such game or series shall be deemed a violation of the provisions of this Section 7.02. Tenant agrees to play or conduct games at the stadium which involve it as a participant in divisional championships or play-offs or in the World Series, except in the event the American League Schedule or rules affecting divisional championships or World Series require Tenant to conduct its games at places other than the baseball stadium. Tenant acknowledges that an economic impact study commissioned by the Landlord and jointly prepared by the firm of Mayer Hoffman & McCann and the Mid-America Regional Council fairly and accurately reflects the financial benefit which the Tenant and its Co-tenant bestow upon Metropolitan Kansas City, Missouri. The Tenant further acknowledges and agrees that any transfer of its professional franchise to a location other than the Baseball Stadium during the term of this Lease would cause a loss of said economic advantage, as well as the loss of many other intangible benefits conferred by the Tenant and which are incapable of calculation, and, therefore, said relocation would result in irreparable harm to the Landlord. The Tenant therefore covenants that it shall not enter into any contract or agreement of any kind to transfer the Tenant's franchise to a location other than the Baseball Stadium; that it shall not make formal application to the American League for approval to transfer the Tenant's franchise to a location other than the Baseball Stadium; and, subject only to the provisions of Section 27.02, the Tenant shall from and after the date hereof and until the expiration of this Lease, play no fewer

than ninety percent (90%) of its professional baseball "home" regular season games and all of its post-season home games at the Baseball Stadium. Landlord and Tenant hereby agree that this covenant to play its "home" games in the Baseball Stadium is a material part of this Lease which may be enforced by the Landlord by specific performance.

45. Notices. A copy of any notice to Tenant provided for under the Lease or the Management Contract shall be sent addressed as follows, in the same manner as such notice is sent to Tenant:

Stinson Morrison Hecker LLP
1201 Walnut, Suite 2600
Kansas City, MO 64106-2150
Attention: David W. Frantze
Catherine M. Hauber

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

JACKSON COUNTY SPORTS COMPLEX
AUTHORITY

By: _____
Michael Smith, Chairman

ATTEST:

By: _____
Printed Name: _____
Title: _____

KANSAS CITY ROYALS BASEBALL
CORPORATION

By _____
Printed Name: _____
Title: _____

EXHIBIT A

Master Plan Obligations to be Completed by Landlord Prior to March 15, 2006

**Masterplan Obligations to be Completed by Landlord Prior to April 3, 2006
Kansas City Royals - Kauffman Stadium**

- 7.B. Renovate the sun screen and perimeter gutter, including tightening metal deck fasteners.
- 9.F. Replace carpeting in the clubhouse level and administrative and support spaces on all levels.
- 1.E. Renovate the concession stands and novelty stands.
- 17.M. Renovate the water spectacular electrical controls and wiring.
- 17.N. Replace water spectacular electrical fixtures.
- 3.A. Repair cracks in concrete walls of the water spectacular pump room.
- 16.B. Renovate the water spectacular pumps, motors, valves, and other mechanical components.
- 17.E. Renovate water spectacular electrical components as required.
- 7.B. Replace waterproof coating in the water spectacular.
- 17.H. Replace all switchgear in center field scoreboard with N.E.M.A. 3R enclosures.

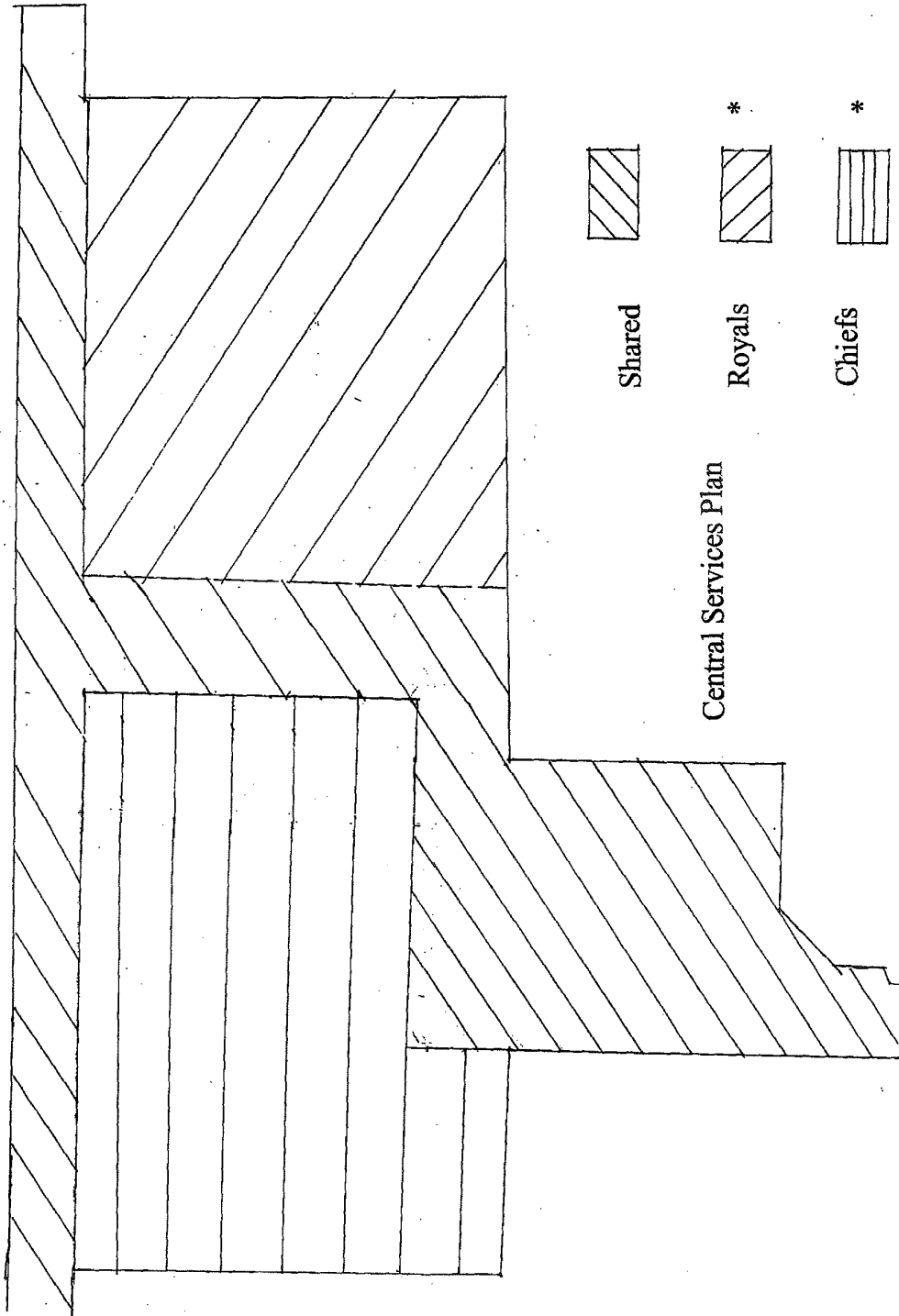
EXHIBIT B

Updated Depiction of the Exclusive Leased Premises



EXHIBIT C

**Re-designation of Central Services Facility
as Exclusive Leased Premises for Tenant and for Co-tenant**



* Final dividing line intended to divide non-shared space 50/50 between both tenants after expansion of dock/tunnel.

EXHIBIT D

Capital Improvements Schedule

Kauffman Stadium	
Items to be Renovated or Replaced (within the Exclusive Leased Premises)	Frequency
Roofs	Every 15 years
Exterior Caulking/Coating	Every 5 years
Replace Exterior Doors	Every 20 years
Exterior Painting	Every 5/10 years
Interior Finishes (Excluding Leased Corp. Suites*)	Every 5/10 years
Scoreboards/Videoboards	Every 5/10 years
Replace FF&E	Every 5 years
Concession Equipment	Every 10 years
Field and Ramp Lighting	Every 5/10 years
Seat Replacement	Every 10 years
Mechanical Systems	Every 3 years
Electrical Systems	Every 4/10 years
Plumbing & Fountain Systems	Every 5/15 years
Audio, Visual & Data Systems	Every 5 years
Playing Field & Sub Systems	Every 5/10 years
Phone System	Every 15 years
Wayfinding, Graphics & Signage	Every 5/15 years
Sound Systems	Every 10 years
Vertical Transportation Systems	Every 7 years
Ticket Booths	Every 10 years
Trellis Systems	Every 7 years
Plaza Landscape/Hardscape	Every 3/10 years

* Private Corporate Suite Leased or Available for Lease on an Annual Basis

EXHIBIT E

Application for Disbursement for Co-Exclusive Use Property Repairs and Maintenance

EXHIBIT F

Permitted Investments

"Permitted Investments" shall mean the following:

- (1) "Government Securities" which means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof;
- (2) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (3) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (1) or (2) above and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the County;
- (4) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (5) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (1) or (2) above, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;
- (6) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities; and
- (7) any other securities or investments that are mutually agreed upon by Tenant and Landlord and are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

EXHIBIT G

Tenant Request for Disbursement from RMMO Fund

EXHIBIT H

The Kauffman Stadium Expansion and Renovation Plan

Description of Work	<u>Project Total</u>	
FAN AMENITIES		
<i>Field Level Improvements/Expansion</i>	\$12,248,650	
<i>Left Field Seat Expansion/Group Party Areas</i>	\$2,463,300	
<i>Right Field Seat Expansion/Group Party Areas</i>	\$2,512,750	
<i>Plaza Level - Improvements/Expansion</i>	\$26,231,500	
<i>Trellis Group Areas - Right and Left Field</i>	\$604,900	
<i>Left Field - Kids Area</i>	\$3,812,250	
<i>Left Field Public Amenities</i>	\$12,424,600	
<i>Right Field Public Restaurant</i>	\$4,808,150	
<i>Above Plaza Level (2nd/3rd Tier) Expansion/Improvement</i>	\$58,154,350	
<i>Upper Seating Level Trellis Walkway/Seat Improvements</i>	\$4,255,300	
<i>New Scoreboards, Videoboards, Auxiliary Boards</i>	\$16,519,750	
<i>Vertical Transportation for Project</i>	\$6,605,600	
<i>Royals Hall of Fame Structure/Interactive Area</i>	\$2,872,700	
<i>FF&E for Project (Excl. Corp. Suites)</i>	\$16,266,750	
<i>Expanded Center Field Fan Amenities/Structures</i>	\$16,100,000	
<i>Royals Initial & On-Going Buildout of Corporate Leased Suites (Royals' Obligation)</i>	\$20,000,000	
Subtotal	\$205,880,550	84.09%
SITE & STADIUM FUNCTIONAL AREAS		
<i>Underground Service Area Expansion @ Field Level</i>	\$5,403,850	
<i>Service Level Expansion Near Entry</i>	\$1,233,950	
<i>New Service Tunnel Area - Right Field</i>	\$5,559,100	
<i>Plaza Work Around Facility</i>	\$8,143,150	
<i>Renovate Lower Press Level</i>	\$2,134,400	
<i>Graphics Package for Project</i>	\$2,541,500	
<i>General Materials Replacement & Contingency</i>	\$2,789,900	
Subtotal	\$27,805,850	11.35%
SITE & STADIUM FUNCTIONAL AREAS		
<i>Architectural Lighting for Project</i>	\$1,524,900	
<i>New Fire Alarm System</i>	\$1,715,800	
<i>New Broadcast Cable</i>	\$1,398,400	
<i>New Distributed TV System for all Levels</i>	\$1,196,000	

<i>Upgrade Electrical Service (within Kauffman perimeter)</i>	\$3,431,600	
<i>Upgrade Telephone Service (within Kauffman perimeter)</i>	\$857,900	
<i>Upgrade Incoming Utilities (within Kauffman perimeter)</i>	\$1,030,400	
Subtotal	\$11,155,000	4.56%
Total	\$244,841,400	

EXHIBIT I

Sports Complex Fair Share Agreement

[To be attached]

EXHIBIT J

Tenant's Minimum Required Projects List

Description of Work

FAN AMENITIES

Field Level Improvements/Expansion
Left Field Seat Expansion/Group Party Areas
Right Field Seat Expansion/Group Party Areas
Plaza Level - Improvements/Expansion
Trellis Group Areas - Right and Left Field
Left Field - Kids Area
Left Field Public Amenities
Right Field Public Restaurant
Above Plaza Level (2nd/3rd Tier) Expansion/Improvement
Upper Seating Level Trellis Walkway/Seat Improvements
New Scoreboards, Videoboards, Auxiliary Boards
Vertical Transportation for Project
Royals Hall of Fame Structure/Interactive Area
FF&E for Project (Excl. Corp. Suites)
Expanded Center Field Fan Amenities/Structures
Royals Initial & On-Going Buildout of Corporate Leased Suites
(Royals' Obligation)

SITE & STADIUM FUNCTIONAL AREAS

Underground Service Area Expansion @ Field Level
Service Level Expansion Near Entry
New Service Tunnel Area - Right Field
Plaza Work Around Facility
Renovate Lower Press Level
Graphics Package for Project
General Materials Replacement & Contingency

SITE & STADIUM FUNCTIONAL AREAS

Architectural Lighting for Project
New Fire Alarm System
New Broadcast Cable
New Distributed TV System for all Levels

Upgrade Electrical Service (within Kauffman perimeter)
Upgrade Telephone Service (within Kauffman perimeter)
Upgrade Incoming Utilities (within Kauffman perimeter)

SITE & STADIUM FUNCTIONAL AREAS

Architectural Lighting for Project
New Fire Alarm System
New Broadcast Cable
New Distributed TV System for all Levels
Upgrade Electrical Service (within Kauffman perimeter)
Upgrade Telephone Service (within Kauffman perimeter)
Upgrade Incoming Utilities (within Kauffman perimeter)

COUNTY CONSENT AND AGREEMENT

In order to induce the Tenant named above to enter into the foregoing Amendment to which this instrument is annexed, and as additional consideration therefor, JACKSON COUNTY, MISSOURI (the "County") consents, represents, warrants and agrees as follows:

1. The County hereby consents to and approves of the foregoing Amendment and agrees that:

A. Landlord has the right under the County Agreement (as defined in the Original Lease) to enter into the Amendment upon the terms, covenants, provisions and conditions therein contained and for the duration thereof with respect to the rights and interest in the premises granted to Tenant therein, and to grant to Tenant such rights and interests.

B. No act which Landlord or Tenant is required or permitted to do under the terms of the Original Lease, as modified by the Amendment, shall constitute a default under the County Agreement.

C. The County accepts the obligations imposed upon it in the Original Lease, as modified by the Amendment, and agrees to fulfill such obligations as an inducement to Tenant to enter into the Amendment, and the County recognizes that Tenant shall only be required to perform the obligations imposed upon it by the Original Lease, as modified by the Amendment.

D. All other covenants, representations and warranties set forth in the County Consent and Agreement to the Original Lease are hereby ratified and affirmed and remain in full force and effect with respect to the Original Lease, as amended by the Amendment.

2. If Tenant shall perform the obligations under the Original Lease, as amended by the Amendment, on its part to be performed, the County further covenants and agrees that:

A. Tenant shall have and enjoy during the term of the Lease, as extended by the Amendment, quiet and undisturbed possession of the rights, easements and interests in the premises granted to Tenant therein and Tenant's possession thereof under the Original Lease, as amended by the Amendment, shall not be adversely affected in any way by reason of any action taken by the County with respect to any default of Tenant under the County Agreement;

B. Tenant's possession of the rights, easements and interests granted to Tenant under the Original Lease, as amended by the Amendment, shall not be adversely affected in any way by reason of any default by the Chiefs under the Chiefs' lease, nor by reason of any action taken by Landlord as lessor with respect to any default of the Chiefs under the Chiefs' lease.

C. In the event of termination or cancellation of the County Agreement, the possession by Tenant of the rights, easements and interests in the

premises granted to Tenant under the Original Lease, as amended by the Amendment, will be fully recognized and protected by the County and the County will assume and perform all of the obligations set forth in the Original Lease, as amended by the Amendment, on the part of Landlord thereunder with the same force and effect as if the County was originally named as landlord in the Original Lease, as amended by the Amendment, and Tenant will attorn as tenant to the County and the County will accept such attornment.

3. The County covenants and warrants that it has good fee simple title to the entire Sports Complex premises free and clear of all leases and tenancies, liens and encumbrances, except the County Agreement and the Chiefs' lease.

4. The County covenants and warrants that it possesses all the right, title and interest set forth in the County Agreement, that the County Agreement is in full force and effect and that the County will comply with all terms, provisions, covenants and obligations of the County Agreement.

5. The foregoing provisions of this County Consent and Agreement shall be deemed to be covenants running with the land and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns as the case may be.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and sealed the day and year first above written.

JACKSON COUNTY, MISSOURI

(seal)

By: _____
Katheryn Shields, Jackson County Executive

ATTEST:

By: _____
Printed Name: _____
Clerk of the County Legislature

APPROVED AS TO FORM:

Printed Name: _____
County Counselor

JACKSON COUNTY SPORTS COMPLEX
AUTHORITY

By: _____
Michael Smith, Chairman

ATTEST:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM

Printed Name: _____
Title: _____

KANSAS CITY ROYALS BASEBALL
CORPORATION

By: _____
Dan Glass, President