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**2006 LEASE AMENDMENT**

**between**

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

**and**

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

**Dated as of January 24, 2006.**

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## 2006 LEASE AMENDMENT

THIS 2006 LEASE AMENDMENT (this "Amendment") is made and entered into this 24th day of January, 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 Contract 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.** Tenant shall have delivered written notice to Landlord (e-mail or hand delivery to Lathrop & Gage Law Firm - Steve Mitchell or White Goss Law Firm - Mike White sufficient) of its approval of the Chiefs 2006 Amendment. If 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 (with blackline to 1-19-06 Version 4 Draft) of the Chiefs 2006 Amendment, with all completed exhibits attached thereto on or before 6 o'clock a.m. on Tuesday, January 24, 2006, then Tenant shall approve or disapprove the Chiefs 2006 Amendment on or before 11:00 a.m. Tuesday, January 24, 2006;

(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 then needed from 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 Landlord has demonstrated, to Tenant's reasonable satisfaction, the availability as needed of the balance of the Landlord's Capped Contribution; 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, except as set forth in Section 5 below.

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 approximate amount of \$11,000,000 (the "Available Funds"). In the event that this Amendment is terminated, the remaining balance of Available Funds shall be applied to Tenant and Co-tenant Master Plan Items in accordance with the terms of the Original Leases. In the event that this Amendment is not terminated, upon the Amendment Effective Date, Landlord shall to the extent of then Available Funds 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), (iv)

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, (v) Two Million Five Hundred Thousand Dollars (\$2,500,000) for paving of roads and parking in the Sports Complex which monies will be held in a Landlord segregated account until needed for such work in connection with the Kauffman/Arrowhead Stadiums Expansion and Renovation Plans work under the Development Agreement, and (vi) any remaining funds to be equally divided between Tenant and Co-tenant, to be deposited in their respective RMMO Funds. Performance of existing Master Plan items may be adjusted between Landlord and Tenant from time to time and coordinated with later planned work to avoid unnecessary expenditures as the Kauffman Stadium Expansion and Renovation Plan is implemented.

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 provided that no more than 475 parking spaces shall be taken as a result of said modification of Lot J; 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 of the areas on **Exhibit B** shall control; provided, however, that the parties agree

that minor differences in **Exhibit B** may be approved (such approval not to be unreasonably withheld) by Tenant, Co-tenant and Landlord; and provided further, that Tenant's rights with respect to periodically closing Dubiner Circle or relocating Dubiner Circle as provided herein shall be effective even though not reflected on **Exhibit B**. 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 25,000) 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 and quality of Dubiner Circle with respect to any re-located section thereof, and with the new location to be approved by Landlord, which approval shall not be unreasonably withheld.

(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) Tenant shall not allow any parking along roadways or other access ways exclusively serving Tenant's Exclusive Leased Premises during and for any Co-tenant events and will close such access ways and not allow ingress thereon during and for Co-tenant events.

10. **59-Acre Tract.**

(a) **Parking on 59-Acre Tract.** Tenant hereby approves the use of the 59-Acre Tract as parking facilities for up to One Thousand Eight Hundred (1,800) contiguous parking spaces. Tenant agrees to pay to Landlord an amount equal to Four Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$437,500.00) for the Landlord or Co-tenant to convert the flattest portion of the 59-Acre Tract into at least two hundred forty-six paved parking spaces (similar in size to those in Lot J).

(b) Except as set forth in Section 2.1.1 in the Chiefs 2006 Amendment, 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, to the extent of available monies in the Common Area RMMO Fund (as hereinafter defined) and except as set out in herein for snow removal, mowing and security, 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 and security for the Sports Complex (including the Parking Lots and other Common Areas) 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 1<sup>st</sup> of each year, Landlord, Tenant and Co-tenant shall meet at the Sports Complex at a mutually convenient time and business day selected by Landlord 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.

(b) Coordination of RMMO Funds, If Necessary. The parties recognize and agree that the Kauffman Stadium RMMO Fund, the Co-Tenant's Football Stadium RMMO Fund and the Common Areas RMMO Fund (collectively, the "RMMO Funds") are intended to be funded and operate independently but that such RMMO Funds are dependent on the same funding sources. Because this Amendment and the Chiefs 2006 Amendment were structured somewhat differently, the parties agree to reasonably modify this Amendment and Landlord will use its reasonable best efforts to cause Co-tenant to modify the Chiefs 2006 Amendment, with respect to such RMMO Funds to insure uniform operation so long as there is no adverse effect on Tenant.

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 (including event day operations) 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 (which is and shall be payable annually by Landlord to Tenant pursuant to the Management Contract,).

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

(c) Baseball Stadium Ticket and 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"). The parties recognize and agree that the Kauffman Stadium RMMO Fund, the Arrowhead Stadium RMMO Fund and the Common Areas RMMO Fund (collectively the "Funds") are intended to be funded and operate independently but that such Funds are dependent on many of the same funding sources. In that this Amendment and the Chiefs 2006 Lease Amendment were structured somewhat differently, the parties agree to reasonably modify this Amendment and Landlord will use its reasonable best efforts to cause Co-tenant to modify the 2006 Chiefs Lease Amendment, with respect to the Funds to insure uniform operation so long as there is no adverse effect on Tenant. It is the intent and understanding of Tenant that Co-tenant shall contribute and that Landlord shall make available (at the same time as Tenant's share is available) in the Common Areas RMMO Fund, an amount equal to that contributed by Tenant. If for any reason the Co-tenant contributes less money to the Common Areas RMMO Fund in any Lease Year, then the amount of Tenant's obligations to contribute to the Common Areas RMMO Fund for such Lease Year shall reduce accordingly, and Tenant shall have the right to offset against the portion of the Tenant's share of the Administrative and Common Area Capped Charge pursuant to Section 14(a)(2) above that is to be deposited in the Common Areas RMMO Fund to recover any amounts due to Tenant hereunder.

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. 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. Tenant agrees that no disbursements of available Kauffman Stadium RMMO Fund Monies may be made to Tenant for any of the following uses: (i) any personnel type cost or expenses (such as wages, salaries or fringe benefits) for Tenant's baseball team members or front office management operations officers or employees except for Tenant's stadium operations staff and employees; (ii) any other cost or expense that is not directly related to the repair, maintenance, management or operation of the Leased Premises or any Common Areas of the Sports Complex which Tenant might elect in its sole discretion from time-to-time to be responsible without any agreement or under any Co-Exclusive Use Property cost sharing agreement; or (iii) any cost or expense, the payment of which with public funds would violate the Existing Bond Documents, the New Bond Documents or applicable laws and of which Tenant has been given actual written notice in advance.

16. **Requests for Disbursements.** All such disbursement requests must be on the general 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 the Kauffman Stadium RMMO Fund.

(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 premises 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 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 with such changes as may be agreed to by the parties after consultations with interested MBE/WBE organizations.

(iii) Bidding, Contracting, and Oversight. The parties agree that the Tenant shall act on behalf of the Landlord in constructing the Leased Premises Renovation. However, the Development Agreement shall provide that all major contracts, as defined in the Development Agreement, shall be competitively bid. The selection of a general contractor shall be subject to the approval of a majority of the County Executive, Chairman of the Sports Authority, and the Chairman of the Jackson County Legislature. Any such approval shall not be unreasonably withheld or delayed, and if Landlord shall not deliver written notice of disapproval (specifying in detail the reasons for such disapproval) within fourteen (14) days after written notice to Landlord from Tenant of Tenant's selection of a general contractor, such general contractor shall be for all purposes deemed approved. The Development Agreement shall provide the mechanism by which the County and the Landlord shall have sufficient oversight to protect the public's financial participation and interest in the Leased Premises Renovation.

(iv) Prevailing Wage. The parties agree that the Leased Premises Renovation constitutes a public work performed on behalf of a public body and that therefore the provisions of Missouri's Prevailing Wage Law (sections 290.210 – 290.340, RSMo.), shall apply to the Leased Premises Renovations.

(v) Construction Team. The Tenant's approved architect shall design the Leased Premises Renovation, and the construction manager/general contractor selected by Tenant and approved as set forth in Section 21(c)(iii) hereby shall manage and construct the Leased Premises Renovation.

(vi) Cost Overruns. Tenant shall be responsible for any cost overruns in connection with the Leased Premises Renovation.

(vii) Sales and Use Tax Exemption. The County shall use its reasonable best efforts to provide to Tenant such documentation as may be necessary to permit Tenant to purchase goods and services for the Leased Premises Renovation without payment of any applicable sales and use taxes but neither Landlord nor County can guarantee such exemption.

(viii) 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)(viii), 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.

(ix) 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. Landlord shall make available to Tenant Landlord's Capped Contribution when needed by Tenant to construct and complete, on schedule, the Leased Premises Renovation.

(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 may 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 directly 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; provided that unless otherwise agreed by Tenant, Co-tenant and Landlord in their sole discretions, revenues generated from naming rights for the Rolling Roof may be allocated to Tenant and/or Co-tenant in proportion to their respective private contributions, if any, to the cost of the Rolling Roof but in no event shall such allocation of the reasonably estimated preset value of such naming rights exceed the amount of Tenant's or Co-tenant's private contribution.

(g) 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 (upon payment of reasonable actual moving charges uniformly imposed by Landlord or Tenant and Co-tenant) or to permit or cause the Rolling Roof to move over the Baseball Stadium under a scheduling procedure reasonably formulated by Landlord and reasonably approved by Tenant and Co-tenant; and

(iii) Tenant shall have the right to approve all advertising and signage on or about the Rolling Roof (and, specifically, any naming of the Rolling Roof pursuant to any naming rights thereof), it being agreed and understood that nothing

herein shall constitute a waiver of any of Tenant's rights under Article XIV [Advertising and Signs] of the Original Lease.

(h) 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.

(i) 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.

(j) All of Tenant's approvals under this Section 23 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 reasonable 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.

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) a ticket user fee (the "Ticket User Fee") in an amount not to exceed thirty cents (30¢) of the ticket price (net of taxes) collected by Tenant for admission to Tenant's Exclusive Leased Premises and (b) a parking user fee (the "Parking User Fee") in an amount not to exceed five percent (5%) of the parking charge (net of taxes) collected by Tenant for admission to the parking lots in the Sports Complex. The Parking User Fees and Ticket User Fees collected each Lease Year by Tenant shall be deposited when received by Landlord into Tenant's RMMO Fund and used for repair, maintenance and replacement obligations of Tenant under the Lease. Such Ticket User Fee and Parking User Fee shall be collected by Tenant without administrative charge or fee at all Tenant events. Prior to remitting such Ticket User Fee and Parking User Fee collected by Tenant, Tenant shall have the right to offset any costs

and expenses incurred by Tenant in connection with administration and operation of the Kauffman Stadium Preference Plan (as defined in Section 26 hereof). During such period as the Ticket User Fee or 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. Landlord/County and Tenant acknowledge that the imposition of the Parking User Fee and the Ticket User Fee set forth above is an express condition of the County for placement of the New County Sales Tax on the ballot for vote by the County electorate.

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 5% 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 Ticket User Fee and 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 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) Landlord/Jackson County shall be responsible for all aspects of the Preference Plan, 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 real property taxpayers with a list of such taxpayers sent to Tenant in advance of Tenant providing the coupons to the Landlord; and

(v) Each Jackson County real property taxpayer(s) residential address shall be mailed no more than one Coupon for each applicable season.

Unless Tenant elects to take over and administer the Preference Plan (with Landlord/Jackson County's reasonable assistance and cooperation) Landlord may charge the reasonable cost of administering the Preference Plan as part of the JCSCA Capped Administrative Cost (defined above).

(e) Tenant shall use its reasonable best efforts to implement the Preference Plan as soon as reasonably possible for the first full baseball season following the Amendment Effective Date.

(f) Notwithstanding anything to the contrary in this Section 26, Landlord/Jackson County shall not be required to expend more than \$25,000 for the Preference Plan during any Lease Year.

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, 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 meet 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 January 25, 2006, 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 January 25, 2006, this Amendment shall be null and void.

34. **Tours of Kauffman Stadium.** Tenant agrees to continue to operate the Kauffman Stadium public tours program currently offered by Tenant to the public.

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) Landlord and Co-tenant are negotiating the Chiefs 2006 Amendment to the Original Chiefs Lease. Landlord hereby agrees that it will deliver to Tenant a fully executed copy of the Chiefs 2006 Amendment, with all exhibits and attachments completed and attached, and that this Amendment shall be subject to the review and approval of the Chiefs 2006 Amendment by Tenant in its sole and subjective discretion; provided however, for purposes of this Section, Tenant shall be deemed to have approved the Chiefs 2006 Amendment upon execution of this Amendment (unless the proposed final form of the Chiefs 2006 Amendment is not provided to Tenant in final form by 5:00 p.m. on January 23, 2006, in which event Tenant shall have until 9:00 a.m. on January 24 to approve such Chiefs 2006 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.

(d) In the event that, as a result of a public vote by the voters of Jackson County, Missouri, the State of Missouri, the City of Kansas City, Missouri or the counties that are included in the Kansas and Missouri Bi-State Metropolitan Cultural District, additional public funding is approved that provides for additional improvements to or support for either Tenant or Co-tenant that is, by its terms, not equally shared by Tenant and Co-tenant, then neither the provisions of Section 36(b) hereof nor the provisions of Section 34.01 of the Original Lease shall be applicable to such additional public funding.

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, 2031. 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 reasonable best efforts to 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.

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, but 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

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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**

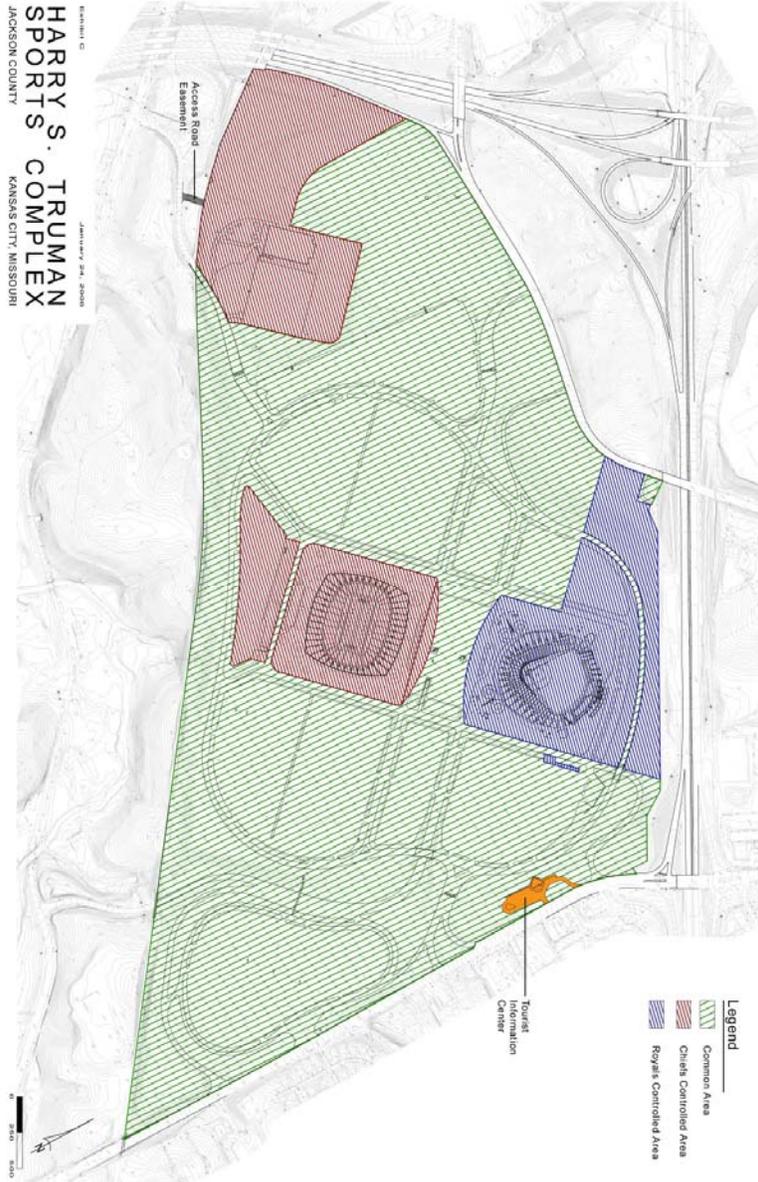
### **Master Plan Obligations to be Completed by Landlord Prior to March 15, 2006**

#### **Masterplan Obligations to be Completed by Landlord Prior to March 15, 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.

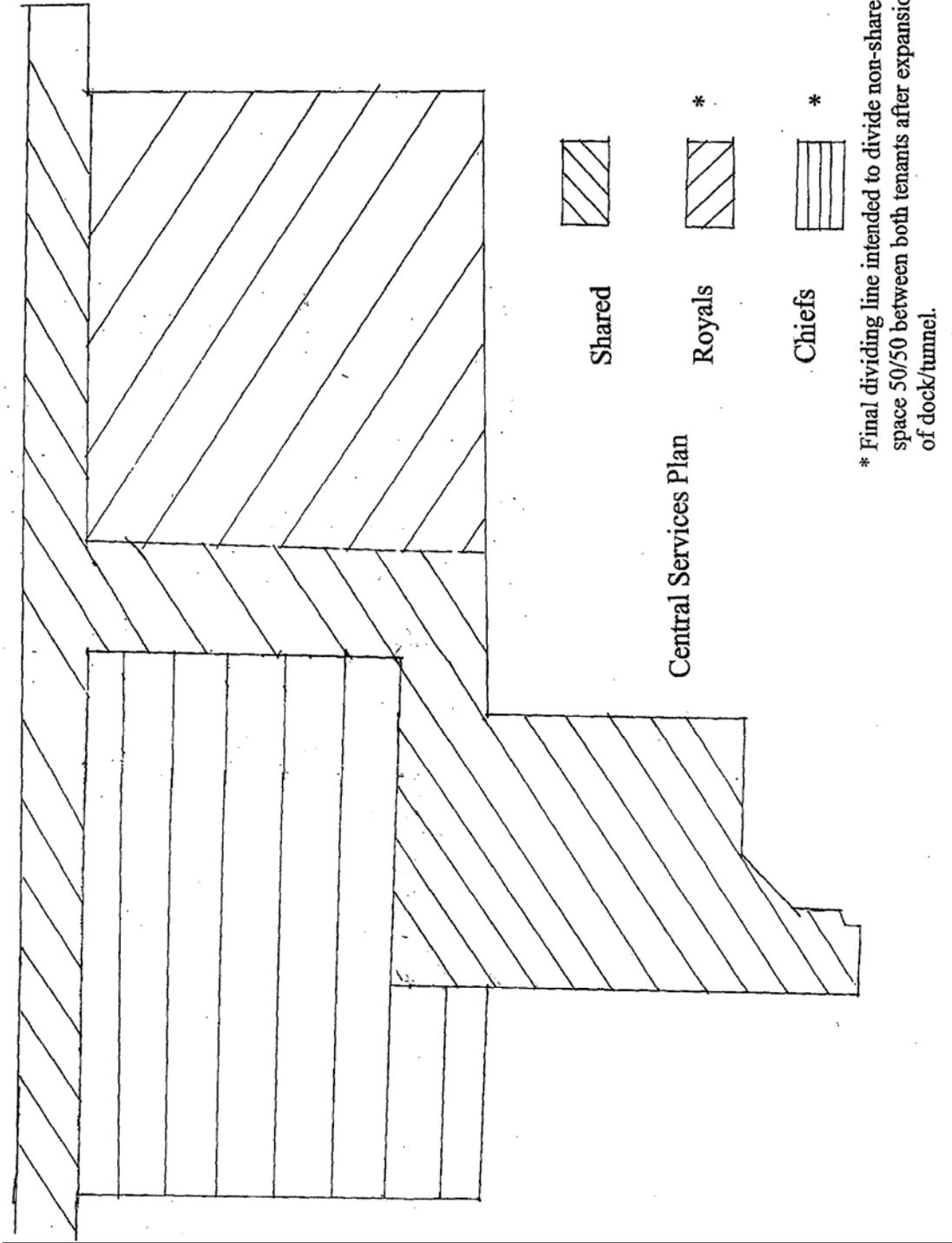
# EXHIBIT B

## 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**



**EXHIBIT D**

Capital Improvements Schedule

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

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

**EXHIBIT E**

**Application by Landlord for Disbursement for Co-Exclusive Use Property Repairs and  
Maintenance from Common Area RMMO Fund**

Request No. 20\_\_\_ - \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_

WRITTEN REQUEST FOR DISBURSEMENT  
FROM THE COMMON AREA RMMO FUND  
TRUMAN SPORTS COMPLEX

From: Jackson County Sports  
Complex Authority (Landlord)  
8501 Stadium Drive  
Four Arrowhead Drive  
Kansas City, Missouri 64129  
Attention: Chairperson

To: Kansas City Royals Baseball Corporation  
Kansas City Chiefs Football Club, Inc.

Pursuant to [Section \_\_\_\_\_ of the Co-tenant Lease Amendment] or [Section \_\_\_\_\_ of the Royals 2006 Lease Amendment] dated \_\_\_\_\_, 2006 (the "Lease") between Landlord and the undersigned Sports Complex Tenant, the undersigned requests payment of the costs and/or expenses described below from the Common Area RMMO Fund for the Sports Complex and the undersigned hereby states and certifies as follows:

1. The Date and Number of this Request are as set forth above.
2. Terms in this Request have the meanings/definitions specified in the Lease.
3. The names/addresses of the persons, firms or companies to whom the payments requested hereby are due, or are to be due, the amounts to be paid, the general classification and description of the costs and/or expenses and the dollar amounts for each requested item are set forth on **Attachment I** to this Request.
4. To the undersigned's knowledge, these costs and expenses have been incurred and are presently due and payable, or will in the near future be incurred and due and payable, and are reasonable on market terms costs and expenses that are payable or reimbursable to the undersigned under the Leases from the Common Area RMMO Fund.
5. To the undersigned's knowledge, each item listed on **Attachment I** has not previously been paid or reimbursed from the Common Area RMMO Fund and no part thereof has been included in any other RMMO Fund Disbursement Request previously filed by the Landlord with the Kansas City Royals or the Kansas City Chiefs or otherwise reimbursed or paid to the Landlord from the Common Area RMMO Fund.

6. To the undersigned's knowledge, there has not been filed with or served upon the undersigned or any of its affiliates, any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or company to receive payment of any of the items listed on **Attachment I**.

7. To the undersigned's knowledge, all work for which payment is now or has heretofore been requested from the Common Area RMMO Fund (insofar as any such payments relate to the construction, remodeling and/or renovation of portions of the Sports Complex, Stadium or Leased Premises) has been performed in accordance with any applicable plans and specifications and in accordance with Applicable Laws.

8. To the undersigned's knowledge, with respect to any lienable construction type work, Lien Waivers for costs and/or for which payment or reimbursement is hereby requested have been received and are on file with the Landlord.

9. **[Additional Documentation if Applicable]** If any of the item(s) on **Attachment I** for which payment or reimbursement is requested under this Request are Capital Improvements or are repairs/replacements (or related repairs/replacements) exceeding \$100,000 in amount, this Request must be accompanied by evidence of bids solicited by the undersigned or other evidence of market terms reasonably acceptable to Landlord.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ and Authorized Representative

cc: Kansas City Royals Baseball Corporation      Attention: \_\_\_\_\_  
Kansas City Football Club, Inc.                      Attention: \_\_\_\_\_

**Attachment I**

**Truman Sports Complex Leases; Common Area RMMO Fund Disbursement Request**

Request No. [FB or BB] \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Contractor Name/Address	Description of Work/Services*	Request Amount
1.	1.	1.
2.	2.	2.
3.	3.	3.

4.

4.

4.

5.

5.

5.

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Page \$\_\_\_\_\_

\*Separate Pages May Be Attached

Page \_\_\_\_ of \_\_\_\_ Total Pages this Attachment I

## 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 Kauffman Stadium RMMO Fund**

Request No. [Chiefs or Royals] 20\_\_ - \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

WRITTEN REQUEST FOR DISBURSEMENT  
FROM THE CHIEFS/FOOTBALL OR ROYALS/BASEBALL RMMO FUND  
TRUMAN SPORTS COMPLEX

To: Jackson County Sports  
Complex Authority (Landlord)  
8501 Stadium Drive  
Four Arrowhead Drive  
Kansas City, Missouri 64129  
Attention: Chairperson

Pursuant to [Section \_\_\_\_\_ of the Chiefs 2006 Lease Amendment] or [Section \_\_\_\_\_ of the Royals 2006 Lease Amendment] dated \_\_\_\_\_, 2006 (the "Lease") between Landlord and the undersigned Sports Complex Tenant, the undersigned requests payment of the costs and/or expenses described below from the Tenant's RMMO Fund for the Sports Complex and the undersigned hereby states and certifies as follows:

1. The Date and Number of this Request are as set forth above.
2. Terms in this Request have the meanings/definitions specified in the Lease.
3. The names/addresses of the persons, firms or companies to whom the payments requested hereby are due, or are to be due, the amounts to be paid, the general classification and description of the costs and/or expenses and the dollar amounts for each requested item are set forth on **Attachment I** to this Request.
4. To the undersigned's knowledge, these costs and expenses have been incurred and are presently due and payable, or will in the near future be incurred and due and payable, and are reasonable on market terms costs and expenses that are payable or reimbursable to the undersigned under the Lease from the RMMO Fund.
5. To the undersigned's knowledge, each item listed on **Attachment I** has not previously been paid or reimbursed from Tenant's RMMO Fund and no part thereof has been included in any other RMMO Fund Disbursement Request previously filed with the Landlord or otherwise reimbursed or paid to the undersigned by the Landlord or the County.
6. To the undersigned's knowledge, there has not been filed with or served upon the undersigned or any of its affiliates, any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or company to receive payment of any of the items listed on **Attachment I**.
7. To the undersigned's knowledge, all work for which payment is now or has heretofore been requested from the Tenant's RMMO Fund (insofar as any such payments

relate to the construction, remodeling and/or renovation of portions of the Sports Complex, Stadium or Leased Premises) has been performed in accordance with any applicable plans and specifications and in accordance with Applicable Laws.

8. To the undersigned's knowledge, with respect to any lienable construction type work, Lien Waivers for costs and/or for which payment or reimbursement is hereby requested have been received and are on file with the Landlord.

9. **[Additional Documentation if Applicable]** If any of the item(s) on **Attachment I** for which payment or reimbursement is requested under this Request are Capital Improvements or are repairs/replacements (or related repairs/replacements) exceeding \$100,000 in amount, this Request must be accompanied by evidence of bids solicited by the undersigned or other evidence of market terms reasonably acceptable to Landlord.

**[KANSAS CITY ROYALS BASEBALL CORPORATION]**  
**or**  
**[KANSAS CITY CHIEFS FOOTBALL CLUB, INC.]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ and Authorized Representative

cc: Jackson County  
Attention: \_\_\_\_\_

**Attachment I**

**Truman Sports Complex Leases; RMMO Fund Disbursement Request**

Request No. [FB or BB] \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Contractor Name/Ad dress	Description of Work/Servi ces*	Request Amount
1.	1.	1.
2.	2.	2.
3.	3.	3.

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\*Separate Pages May Be Attached

Page \_\_\_\_ of \_\_\_\_ Total Pages this Attachment I

## EXHIBIT H

### The Kauffman Stadium Expansion and Renovation Plan

<b>Description of Work</b>	<b><u>Project Total</u></b>	
<b>FAN AMENITIES</b>		
<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&amp;E for Project (Excl. Corp. Suites)</i>	\$16,266,750	
<i>Expanded Center Field Fan Amenities/Structures</i>	\$16,100,000	
<i>Royals Initial &amp; On-Going Buildout of Corporate Leased Suites (Royals' Obligation)</i>	\$20,000,000	
<b>Subtotal</b>	<b>\$205,880,550</b>	<b>84.09%</b>
<b>SITE &amp; STADIUM FUNCTIONAL AREAS</b>		
<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 &amp; Contingency</i>	\$2,789,900	
<b>Subtotal</b>	<b>\$27,805,850</b>	<b>11.35%</b>
<b>SITE &amp; STADIUM FUNCTIONAL AREAS</b>		
<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>	<b>\$3,431,600</b>	
<i>Upgrade Telephone Service (within Kauffman perimeter)</i>	<b>\$857,900</b>	
<i>Upgrade Incoming Utilities (within Kauffman perimeter)</i>	<b>\$1,030,400</b>	
<b>Subtotal</b>	<b>\$11,155,000</b>	<b>4.56%</b>
<b>Total</b>	<b>\$244,841,400</b>	

## EXHIBIT I

### Sports Complex Fair Share Agreement

THIS SPORTS COMPLEX FAIR SHARE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2006, by and between the JACKSON COUNTY SPORTS COMPLEX AUTHORITY, a duly incorporated Sports Complex Authority under Missouri law (the "Authority"), and THE KANSAS CITY ROYALS BASEBALL CORPORATION, a Missouri corporation, (the "Royals").

WHEREAS, the Authority and the Royals entered into a Development Agreement Regarding Royals Complex Development Project (the "Development Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2006, for the renovation and operation of the Royals exclusive leased premises at the Harry S Truman Sports Complex (the "Royals Project"); and

WHEREAS, as part of the Development Agreement, the Authority and the Royals have agreed to support the creation of a M/WBE Policy and Program for the hiring of minority and women-owned business enterprises, which are (1) to provide minorities and women equal opportunity for participating in the construction, procurement and professional services opportunities and (2) to provide procedures for monitoring compliance with minority and women-owned business enterprises participation goals in construction, procurement and professional services opportunities; and

WHEREAS, the Royals, as the party designated in the Development Agreement to develop the Royals Project, have agreed , in connection with the design, development and construction of the Royals Project to (a) comply with the terms of the proposed M/WBE Policy and Program, including the reporting requirements thereunder; (b) contractually obligate the general contractor, consultants and third-party contractors to use good faith efforts as defined by the Authority and interpreted in Section 49 of The Code of Federal Regulations (which is attached hereto as Exhibit "A") to comply with the terms of the M/WBE Policy and Program, including reporting requirements hereunder; and (c) to the degree reasonably possible, utilize minority and women contractors and consultants with offices located first in Jackson County, and then the state of Missouri; and

WHEREAS, the Royals will encourage utilization of joint ventures and other strategic alliances to achieve minority participation in all prime roles including, but not limited to the following areas, architectural services, general contracting, purchases and other services provided to this project; and

WHEREAS, this Agreement represents the strict commitment of the parties to include minority and women business enterprises from and after the date of this agreement in all aspects of the design, procurement, development and construction of the Royals Project such as the above-mentioned areas and the following:

- (i) Construction: includes new construction, demolition, paving, fencing, excavation, grading, plumbing, painting, electrical work, plastering, carpentry, roofing and sheet metal work, structural and rebar steel erection, and glazing, and all other phases of construction

(ii) Professional Services: architectural, engineering, financing, other than league financing, land surveying, legal, title work, insurance, purchasing, temporary staffing, telecommunications, technical and installation support,

(iii) Materials, Supplies and Equipment: fuel, office supplies, and furniture

(iv) Other Items: Subject to any existing collective bargaining agreements to which the Royals is a party, any necessary construction area security guards, and janitorial or waste removal services for or by contractors, and all other miscellaneous procurement opportunities; and

WHEREAS, all M/WBE firms must have a M/WBE Certificate that has been issued by the Jackson County Compliance Review Officer (“CRO”) or a similar certifying agency acceptable to the Authority; and

WHEREAS, the County will perform reasonable due diligence to ensure that all M/WBE firms are owned and operated by minorities or women. Particular attention will be paid if company ownership has been changed within the past two years, if an M/WBE firm appears to perform as a conduit without performing any work, and if a joint venture with a non-M/WBE firm has been entered into and the Royals may rely on the certificate issued by the CRO or a similar certifying agency acceptable to the Authority; and

WHEREAS, the Royals will use reasonable due diligence to coordinate the creation of subcontracting opportunities in sizes suitable for M/WBEs in order to develop the capacity of local minority firms; and

NOW, THEREFORE, IT IS AGREED, FROM AND AFTER THE DATE HEREOF;

that the Royals shall use all reasonable due diligence to implement the M/WBE Policy and Program. The Royals will provide the Authority with fifty percent [50%] of the cost [said fifty percent (50%) not to exceed \$50,000 annually] to retain a person or firm to serve as an independent contractor (“M/WBE Coordinator”), reasonably acceptable to the Royals to assist the Authority and the Royals in the implementation, monitoring and due diligence efforts required to achieve the desired results of this Agreement. The selected person or firm shall serve in this capacity beginning May 1, 2006 and ending upon the grand opening of the stadium to the public. The person or firm shall be provided comparable office space along with other construction personnel at the Royals Project so long as such is maintained by the Royals at the job site. The general responsibilities for M/WBE Coordinator are generally described on the attached Exhibit “B”;

that the Royals, and any other entity appointed, selected, designated or involved by the Royals in the design, development, procurement and construction of the Royals Project, do hereby agree to create a program of involvement for minority and women enterprises;

that the Royals shall enhance opportunities for minorities and women through implementing such measures that enhance the participation of minority and women-owned

businesses for the entirety and duration of the Development Agreement and the Project Development Agreement (as defined in the Development Agreement);

that the Royals agree that their executive officer charged with the responsibility of directing the M/WBE Policy and Program shall have been granted necessary corporate authority to do so. The executive officer shall have sufficient authority, staff and resources to carry out the proper development and implementation of the M/WBE Policy and Program. As part of its mission, the Royals shall issue a public report to the governing body of the Authority on a quarterly basis documenting the involvement of minorities and women in the design, development, procurement and construction of the Royals Project;

that notwithstanding any provisions herein to the contrary, the Royals, as a show of their commitment to inclusion, commit to keep in place throughout the entirety and duration of the Development Agreement and the Project Development Agreement (but in no event does this commitment bind any successor owners, assigns, or tenants) a program which will provide for participation by MBE's of 19% and by WBE's of 11%. These goals are intended as minimums and not maximums.

In an effort to maximize the goals of this agreement, a weighted scale of achieving participation goals will be determined as follows:

Jackson County Based M/WBE Firms	100%
Missouri M/WBE Firms	80%
Non-Missouri Based M/WBE Firms	60%

provided, however, that the M/WBE Goals shall not be applicable with respect to activities carried out pursuant to contracts or other engagements entered into by Royals prior to the date hereof. Royals' agreement to use best faith efforts as set forth herein shall not require Royals to pay any amounts in excess of the lowest price or bid to procure any goods or services, to accept the lowest price or bid for any goods and services (it being understood that Royals shall have the right to accept the lowest bid only if Royals shall determine that such bidder is responsible and capable of providing the goods or services so offered in a timely manner and that is otherwise acceptable to Royals in its sole reasonable discretion) or to delay any design, development or construction activities in order to progress towards the achievement of the M/WBE Goals. Authority and Royals agree that Royals' compliance with its obligation to use best faith efforts to achieve the M/WBE Goals shall be determined by applying the percentages set forth in the M/WBE Goals to the aggregate total of all sums paid. If and to the extent that Royals reasonably demonstrate to the Authority that there are no qualified MBE and/or WBE contractor certified by the proper authorities that are capable of performing any particular portion of the work, then the cost of such work shall not be included in the calculation to determine Royals' achievement of the M/WBE Goals. No failure by Royals hereunder that results in a failure to achieve the M/WBE Goals shall constitute a Royals Default hereunder so long as Royals have made good faith efforts to comply with the provisions of this agreement.

An entity shall be considered under the control of the Royals if any principal owner or employee of the Royals holds a minimum fifty-one percent [51 %] ownership interest in such entity, or otherwise have the right to direct operations or set policy of such entity.

Upon passage of the April 4, 2006, referendum, the Royals shall put in place a process to effectuate the intent embodied herein. As part of this process, the Royals shall work with interested community groups in developing and implementing a plan of inclusion.

The undertaking and commitments set forth in these resolutions shall not be deemed to modify, amend or abrogate any provision of the Development Agreement or any related agreement between the Authority and the Royals.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**JACKSON COUNTY SPORTS COMPLEX  
AUTHORITY**

By: \_\_\_\_\_  
Jim Rowland, Executive Director

ATTEST

\_\_\_\_\_  
Michael T. White, General Counsel

**KANSAS CITY ROYALS BASEBALL  
CORPORATION**

By: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT “A”

### Guidance Concerning Good Faith Efforts

To determine whether a competitor that has failed to meet M/WBE contract goals may receive the contract, the recipient must decide whether the efforts the competitor made to obtain M/WBE participation were “good faith efforts” to meet the goals. Efforts that are merely *pro forma* are not good faith efforts to meet the goals. Efforts to obtain M/WBE participation are not good faith efforts to meet the goals, even if they are sincerely motivated. If, given all relevant circumstances, they could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goals. In order to award a contract to a competitor that has failed to meet M/WBE contract goals, the recipient must determine that the competitor’s efforts were those that, given all relevant circumstances, a competitor actively and aggressively seeking to meet the goals would make.

To assist recipients in making the required judgment, the Department has prepared a list of the kinds of efforts that contractors may make in obtaining M/WBE participation. It is not intended to be a mandatory checklist; the Department does not require recipients to insist that a contractor do any one, or any particular combination, of the things on the list. Nor is the list intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a contractor has made good faith efforts, it will usually be important for a recipient to look not only at the different kinds of efforts that the contractor has made, but also the quality and intensity of these efforts.

The Department offers the following list of kinds of efforts that recipients may consider:

- (1) Whether the contractor attended in pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform M/WBEs of contracting and subcontracting opportunities;
- (2) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the contractor provided written notice to a reasonable number of specific M/WBEs that their interest in the contract was being solicited, in sufficient time to allow the M/WBEs to participate effectively;
- (4) Whether the contractor followed up initial solicitations of interest by contacting M/WBEs to determine whether the M/WBEs were interested;
- (5) Whether the contractor selected portions of the work to be performed by M/WBEs in order to increase the likelihood of meeting the M/WBE goals (including where appropriate, breaking down contracts into economically feasible units to facilitate M/WBE participation);
- (6) Whether the contractor provided interested M/WBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the contractor negotiated in good faith with interested M/WBEs, not rejecting M/WBEs as unqualified without sound reason based on a thorough investigation of their capabilities;
- (8) Whether the contractor made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance required by the recipients or contractors; and

- (9) Whether the contractor effectively used the services of available minority community organizations, minority contractors groups, local, state and Federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of M/WBEs.

## **EXHIBIT “B”**

### General Responsibilities for M/WBE Coordinator

The coordinator will assist the Royals and the Authority with the following:

1. Develop advertising for interested businesses in this project.
2. Assist in the certification of interested firms.
3. Identify the qualified firms and verify billings.
4. Provide technical assistance that will help firms with the necessary bonding and insurance capabilities.
5. Prepare quarterly reports due under this Agreement.
6. Provide minority source prospect lists from Jackson County.
7. Provide minority source prospect lists of Jackson County-based companies.
8. Assist in the development of web page links to facilitate M/WBE contractor applications.
9. Facilitate the use of County-owned meeting space for all networking sessions, pre-bid meetings and minority workshops.
10. Such other responsibilities as are reasonably requested by the Authority and the Royals in furtherance of an M/WBE program to facilitate the effective development of the Royals Project.

## 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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_