
2006 LEASE AMENDMENT

between

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

and

**KANSAS CITY CHIEFS FOOTBALL CLUB, INC.,
as Tenant,**

Dated as of January 24, 2006.

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2006 LEASE AMENDMENT
(KC CHIEFS)**

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Exhibit C (Amended)	Updated Depiction of Exclusive and Co-Exclusive Use Property

Exhibit C-1	Arrowhead Stadium Expansion and Renovation Preliminary Site Plan
Exhibit D	Legal Description of 59-Acre Tract (See Original Lease)
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2006 LEASE AMENDMENT
(KC CHIEFS)

THIS 2006 LEASE AMENDMENT (this "**Amendment**" or the "**2006 Lease Amendment**") is made and entered into as of the 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 ("**Landlord**" or the "**Authority**"), and the KANSAS CITY CHIEFS FOOTBALL CLUB, INC., a Texas corporation duly authorized to do business in Missouri ("**Tenant**" or the "**Chiefs**").

RECITALS:

A. Jackson County (the "**County**") has constructed and owns the Harry S. Truman Sports Complex (the "**Sports Complex**") consisting of: the "**Football Stadium**" or "**Arrowhead Stadium**"; the "**Baseball Stadium**" or "**Kauffman Stadium**"; an unenclosed "**Stadium Plaza**" exhibition and parking area located between the two Stadiums; the "**Central Services Facility**" food and employee service facility beneath the Stadium Plaza; "**Parking Lots**" for vehicles; and various other "**Common Areas**" of real estate owned by Jackson County and located in Kansas City, Jackson County, Missouri.

B. The County has leased the Sports Complex to Landlord which has subleased parts thereof to Tenant and the Kansas City Royals Baseball Corporation (the "**Royals**" or "**Cotenant**"). That part of the Sports Complex leased to the Chiefs as Tenant under the Original Lease (defined below), as modified herein, is referred to herein as the "**Exclusive Leased Premises**" or the "**Leased Premises.**"

C. Landlord and Tenant previously made and entered into that certain Lease Agreement dated January 19, 1990, as amended by an Amendment thereto dated as of November 28, 1990, and a Second Amendment thereto dated as of December 6, 1991, and as further modified by a Memorandum of Understanding dated January 19, 2005 between Landlord and Tenant (the "**2005 MOU**") (the "**Original Lease**"), pursuant to which Landlord leases Arrowhead Stadium to Tenant (referred to in the Original Lease as the Football Stadium), its immediate environs and Tenant's practice fields and facilities, or the Exclusive Leased Premises, all as more fully described in the Original Lease.

D. Landlord and Tenant also previously made and entered into that certain amendment to the Original Lease (erroneously titled "First Amendment to Lease Agreement") dated as of May 6, 2004, pertaining to, among other things, proposed renovations to the Football Stadium, which amendment became null and void pursuant to Subparagraph 7(a) thereof.

E. Contemporaneously with the Original Lease, Landlord and Tenant also made and entered into that certain Management Contract dated January 19, 1990, as amended on February 13, 1990 (the "**Management Contract**"), pursuant to which Landlord retained Tenant as the exclusive management agent of Arrowhead Stadium and the Exclusive Leased Premises.

F. The term of the Original Lease is currently scheduled to expire January 31, 2015 but the parties wish to extend the term to January 31, 2031 subject to certain terms and conditions set out in this Amendment for an Amended Lease.

G. Landlord and the County, with a financial contribution from Tenant, wish to complete a needed “**Arrowhead Stadium Expansion and Renovation Plan**” which will take the place of pending “Master Plan” improvements to Arrowhead Stadium under the Original Lease and with Tenant to assume responsibility for any cost overruns for said Plan.

H. The Arrowhead Stadium Expansion and Renovation Plan will be carried out by Landlord/County and Tenant pursuant to the Original Lease as amended by this Amendment (the “**Amended Lease**”) and a development agreement (the “**Arrowhead Stadium Development Agreement**”) which will further specifically describe all expansions, renovations and improvements to be made to 34-year old Arrowhead Stadium and its environs.

I. Unlike the Original Lease, Landlord desires to lease Arrowhead Stadium to the Chiefs under the Amended Lease on a basis whereby the Chiefs as Tenant will assume cost responsibility and risk for long term repair, maintenance, management and operation of Arrowhead Stadium (other than certain costs described in Section 10.3.2(ii)) subject to Landlord’s annual payment of an “RMMO Fee” as described in Section 11.1 below and subject to certain required Landlord/County and City/State annual monetary contributions to an Arrowhead Stadium “RMMO Fund” as described in Section 10.5 below, to assist the Chiefs as Tenant in performing such obligations.

J. Pursuant to a Lease Agreement dated January 19, 1990 as modified by a 2005 Royals MOU (the “**Original Royals Lease**”), Landlord is presently leasing Kauffman Stadium to the Royals and Landlord contemplates entering into with the Royals an amended Original Royals Lease (the “**Amended Royals Lease**”) and a “**Kauffman Stadium Development Agreement**” for a “**Kauffman Stadium Expansion and Renovation Plan**” in substantially the same forms and containing substantially all the same terms and conditions between Landlord and Tenant as provided under the Amended Lease, the Arrowhead Stadium Development Agreement and the Arrowhead Stadium Expansion and Renovation Plan.

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 amend and modify the Original Lease and the Management Contract as modified by the 2005 MOU as follows:

ARTICLE 1

CAPITALIZED TERMS/DEFINITIONS; TERM; EXTENSION OPTIONS; CONTINGENCIES

Section 1.1 Capitalized Terms/Definitions.

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 and reference herein to the Amended Lease shall mean and refer to the Original Lease as

amended by this Amendment. In addition to other defined terms set out in this Amendment, Section 34.2 below contains definitions used herein.

Section 1.2 Amended Term; Tenant Extension Options.

1.2.1 Amended Term. The term of the Amended Lease and the term of the Management Contract (herein sometimes referred to as the “**Amended Term**” or the “**Term**”) shall be for the period of **Twenty-Five (25) years** commencing on the Commencement Date (defined below) and ending on January 31 of the twenty-fifth (25th) Lease Year thereafter.

1.2.2 Tenant Extension Options. Provided that Tenant is not then in default under the Amended Lease, Tenant in its sole discretion, by written notice to Landlord given at least twenty-four (24) months prior to the end of the Amended Term, or the end of the first Expansion Term, if any, shall have the right to extend the Amended Lease (and the Management Contract) for two (2) five (5) year “**Expansion Term(s)**” on the then effective terms and conditions set out herein, except that there shall be no more than two Expansion Terms.

Section 1.3 Amended Lease Contingencies; Commencement Date.

1.3.1 In General. The Amended Lease will not be operational and effective until its “**Commencement Date**” which will be the date when all of the following “**Amended Lease Contingencies**” have been satisfied:

(i) By **March 15, 2006**, Landlord/County and the Chiefs must have entered into the Arrowhead Stadium Development Agreement to carry out the Arrowhead Stadium Expansion and Renovation Plan;

(ii) By the next available election date but no later than **April 30, 2006**, a “**New County Sales Tax**” not exceeding a $\frac{3}{8}\%$ levy must be passed in Jackson County, with the presently anticipated Election Date of **April 4, 2006**, and the first day of the month has occurred after the County first receives proceeds from the New County Sales Tax;

(iii) By **February 28, 2006**, Landlord must have received a commitment for Missouri State Tax Credit revenues based on State Credits equal to at least fifty percent (50%) of the Chiefs and Royals agreed to contributions to the Arrowhead/Kauffman Stadium Expansion and Renovation Plans;

(iv) By the time of Tenant’s execution of this Amendment, the Chiefs and Royals must have approved (a) any requested modifications of the Common Areas by each Co-tenant and resulting adjustments to their respective Exclusive Leased Premises (including the Central Services Facility) as a result of the Arrowhead/Kauffman Expansion and Renovation Plans, or otherwise, as shown on Exhibit C (Amended) attached with Tenant agreeing to replace, at Tenant’s cost, any existing parking lost as a

result of the Arrowhead Expansion and Renovation Plan, the Co-tenant being requested to pay or contribute \$437,500 for parking lost as a result of the Kauffman Expansion and Renovation Plan and Co-tenant agreeing to portions of the 59 Acre Tract be used for Parking Lots as shown on Exhibit C or otherwise agreed in writing between Tenant and Co-tenant and approved by Landlord; and (b) the form of 2006 Lease Amendment proposed to be entered into by each Co-tenant with Landlord; and

(v) By **March 15, 2006**, the Chiefs must have obtained NFL approval of the Amended Lease as provided in Section 34.12 below.

(vi) On or before October 31, 2006, the County shall have made available to Tenant such amount of funds from the Landlord/County Arrowhead Stadium Expansion and Renovation Cap Amount (as defined below) as is then reasonably required to commence implementation of such Plan.

1.3.2 Special Notice Provisions. In addition to the Notice provisions of Article 33 of this Amendment, extensions, waivers confirmations or other notices with respect to the Amended Lease Contingencies or the Commencement Date may be given or agreed to through a verifiable fax or e-mail transmissions for Landlord/County by and to either Lathrop & Gage L.C. as County counsel or White Goss Bowers March Schulte & Weisenfels P.C. as Landlord counsel, and by and to Seigfreid, Bingham, Levy, Selzer & Gee, P.C. as Tenant counsel.

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

(i) 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 1.3.1.

(ii) Right to Terminate. If any of the above Amendment Contingencies is not satisfied on or prior to the date specified therefore in Section 1.3.1, 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.

Section 1.4 Continuation of Original Lease; When.

The parties and the County agree to work together and use their respective reasonable best efforts to cause the Amended Lease Contingencies to be satisfied prior to each's required date. If this does not occur, either party by written notice delivered to the other at any time after any such missed date, and prior to satisfaction of the Amended Lease Contingencies date in question (even if satisfied after such date), may cause this Amendment to be null and void. If such null and void event occurs, the parties shall continue to operate under the Original Lease and the Management Contract as modified by the 2005 MOU and neither party, or the County, shall be considered to have waived any rights or remedies under said Original Lease and the

Management Contract as modified by the 2005 MOU as a result of having entered into this Amendment.

Section 1.5 Parties' Obligations Pending Commencement Date of this Amendment.

Pending satisfaction of the Amended Lease Contingencies described in Section 1.3 above and the Commencement Date of the Amended Lease, if any, the parties shall continue to use their reasonable best efforts to perform their respective duties and obligations under the Original Lease and the Management Contract as modified by the 2005 MOU.

Section 1.6 Transition from Original Lease to Amended Lease.

Effective upon the Commencement Date of the Amended Lease, if any, Landlord and Tenant agree to reasonably work together and cooperate to pro-rate and adjust between themselves all operating, repair, maintenance, management, security and other costs and expenses for the Football Stadium or the Sports Complex which were the responsibility of Landlord under the Original Lease Management Contract and which under the Amended Lease are to become the responsibility of Tenant. All such pro-rations and adjustments shall be done in accordance with GAAP to the extent it is applicable unless otherwise agreed by the parties and except as provided below. Except for any then pending Master Plan obligations of Landlord which (except for certain 2006-2009 items or allowances set out on **Exhibit J**) shall no longer be applicable (in that such unperformed obligations are being replaced by the Arrowhead Stadium Expansion and Renovation Plan and/or the Updated Master Plan (defined below)), each party shall remain liable for any then accrued but unpaid items then outstanding under the Original Lease or the Management Contract as modified by the 2005 MOU.

Section 1.7 Amended Royals Lease.

The parties recognize and agree that concurrently herewith, Landlord/County is negotiating the Amended Royals Lease with Co-tenant. If, prior to the Commencement Date of this Amendment, Co-tenant and Landlord commit to enter into an Amended Royals Lease, Landlord agrees as soon as reasonably possible after such commitment to deliver to Tenant a complete proposed copy thereof, and this Amendment shall be subject to the review and approval thereof by Tenant. For purposes of this Section 1.7.1, Tenant shall be deemed to have approved any proposed Amended Royals Lease unless Tenant shall notify Landlord in writing within five (5) business days after delivery of such copy by Landlord to Tenant that Tenant does not approve thereof and reasonably describing in such notice the reason(s) for any such disapproval.

Section 1.8 Performance of Certain Existing Master Plan Items Pending Completion of Arrowhead Stadium Expansion and Renovation Plan.

1.8.1 Certain Items. Pending completion of the Arrowhead Stadium Expansion and Renovation Plan, which is anticipated to be substantially completed prior to Tenant's opening of the 2009-2010 season, Landlord/County agrees to use the Available Funds (defined below) to perform certain pending Master Plan improvements under the Original

Lease as described on the attached Exhibit J and separation of the Central Services Facilities. Exhibit J may be adjusted between Landlord and Tenant from time to time and coordinated with later planned work to avoid unnecessary expenditures as the Arrowhead Stadium Expansion and Renovation Plan is implemented.

1.8.2 Pursuant to Section 1.8.1 above, 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**”) for Tenant and Co-tenant pending Master Plan items or Sports Complex needed repairs and maintenance. In the event that this Amendment is terminated, the remaining balance of the Available Funds shall be applied to Tenant and Co-tenant Master Plan items in accordance with the Original Lease and the Royals Original Lease. 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 Areas RMMO Fund (defined below) 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 Areas RMMO Fund obligations (defined below); (ii) to Tenant, for deposit into the Arrowhead Stadium RMMO Fund (as defined below), 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 the Kauffman Stadium RMMO Fund (as defined below), 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 Kauffman Stadium under the Original Royals Lease), (iv) Two Million Five Hundred Thousand Dollars (\$2,500,000) for the demolition and preparation for renovation of Central Services Facility and expansion of the Common Central Services Facility tunnel/ramp which monies will be held in a Landlord segregated account until needed in connection with the Arrowhead/Kauffman Expansion and Renovation Plans work under the Development Agreement, (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 in connection with the Arrowhead/Kauffman Expansion and Renovation Plans work under the Development Agreement, and (vi) any remaining funds to be equally divided between Tenant and Co-tenant for deposit into their RMMO Funds.

Section 1.9 Possible Exemption From TIF.

In order to have more revenues for use at the Sports Complex, the parties agree to use their reasonable best efforts to have legislation passed by the Missouri General Assembly and signed into law by the Governor which exempts or prevents the application of tax increment financing plans now or hereafter in effect in Jackson County from applying to the New County Sales Tax but passage of such legislation is not a condition of this Amendment.

ARTICLE 2

LEASED PREMISES

Section 2.1 Modification of Exclusive Leased Premises.

2.1.1 To the extent approved by Co-tenant pursuant to Section 1.3(iv) above, Landlord and Tenant agree that upon substantial commencement of the Arrowhead Stadium Expansion and Renovation Plan, the depiction of Tenant's Exclusive Leased Premises presently set out in the drawings marked **Exhibit C** attached to the Original Lease shall be modified to include all portions of the Sports Complex (including any former Common Areas) that are included in said Plan, as to be generally shown on conceptual site plans (the "**Arrowhead Stadium Expansion and Renovation Preliminary Site Plan**") attached hereto as a part of **Exhibit C-1**, or to be attached hereto and made a part hereof prior to such commencement if reasonably approved in writing by Landlord. Without limiting the generality of the foregoing, a portion of the former Co-exclusive Use Property consisting of part of the Common Areas at the south end of Lot M and that part of the existing roadway between such part of Lot M and the Football Stadium (and a potential office administration building to be located near Tenant's existing practice facilities) are intended to be included in such Tenant's Exclusive Use Property upon such substantial commencement of the Arrowhead Stadium Expansion and Renovation Plan. Provided however, the Chiefs have the right to modify the Exclusive Leased Premises to substitute for acreage added to the Tenant's Exclusive Leased Premises pursuant to this Amendment which is located in the southwest corner of the 59-Acre Tract and which cannot practically be used because of physical limitations or impediments (such added Exclusive Leased Premises acreage hereinafter referred to as the "**New Southwest Corner Tract**") from a portion of the Common Areas commonly known as the 59-Acre Tract that is not used for Parking, an amount not to exceed one-third of the acreage in the New Southwest Corner Tract, provided that such substitution acreage is adjacent to the New Southwest Corner Tract.

2.1.2 Further, 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.

Section 2.2 Co-exclusive Use Property.

The following is added to Section 2.02 of the Original Lease. Landlord agrees to consent to the removal of portions of the Central Services Facility from the Co-exclusive Property and the re-designation of such portions as Exclusive Leased Premises for Tenant or Co-tenant for storage, staff offices and other uses, all as may be mutually and reasonably agreed to by Tenant and Co-tenant. When and as is agreed to by Tenant and Co-tenant, **Exhibit C** shall be modified accordingly.

Section 2.3 The 59-Acre Tract.

The following is added to Section 2.03 of the Original Lease:

2.3.1 Landlord agrees that no portion of 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 nor delayed. Landlord and Tenant acknowledge that part of the existing 59-Acre Tract is being converted to Common Areas Parking Lot areas as shown on Exhibit C.

2.3.2 Landlord agrees that no portion of the 59-Acre Tract shall be developed for commercial, retail, office or other uses except with the prior written consent of Tenant which shall not be unreasonably withheld nor delayed, and Tenant or its Affiliates shall have the right to receive any requests for proposals (or similar offerings) for any such development and to bid for the same.

2.3.3 Tenant agrees that portions of the 59-Acre Tract may be for used as Common Areas Parking Lot facilities to replace any parking lost as a result of the Arrowhead/Kauffman Expansion and Renovation Plans as set forth on Exhibit C.

Section 2.4 Revised Description of Exclusive Leased Premises/Co-exclusive Use Property, As Applicable.

Subject to there being no material adverse effect on Co-tenant under the provisions of Section 3.3 below (Updated Shared Complex/Central Services Facility), or as may be otherwise approved by Co-tenant, Landlord and Tenant agree that, following substantial commencement of the Arrowhead Stadium Expansion and Renovation Plan the depiction of the Exclusive Leased Premises on Exhibit C shall be modified to include all portions of the Sports Complex that are included in the Football Stadium, the "Maintenance Building-Pavilion" adjacent to the Football Stadium, Tenant's practice facilities, any new office administration building or other portions of the Exclusive Leased Premises as a result of such Plan.

ARTICLE 3

DELIVERY OF PREMISES; ARROWHEAD
STADIUM EXPANSION AND RENOVATION PLAN

Sections 3.01, 3.02, 3.03 of the Original Lease are replaced by the following new Sections 3.1-3.4.

Section 3.1 Delivery of Premises.

Subject to and except for latent defects, and subject to the improvements to be made at the Leased Premises pursuant to the Arrowhead Stadium Expansion and Renovation Plan described below, Tenant agrees to accept the Leased Premises leased exclusively by it or co-

exclusively with Co-tenant in their present "AS IS" condition upon the Commencement Date of the Amended Lease.

Section 3.2 Arrowhead Stadium Expansion and Renovation Plan; Certain Tenant Advance P&S Costs.

3.2.1 Contemporaneously with the execution of this Amendment, or as soon as reasonably possible thereafter, and the effectiveness of this Amendment is dependent thereon, Landlord and the County on the one hand, and Tenant on the other hand, are to enter into an "**Arrowhead Stadium Development Agreement**" to carry out approximately **\$325,000,000** of improvements to Arrowhead Stadium and other parts of the Leased Premises and Sports Complex. Landlord/County shall contribute or arrange for a total contribution of no less nor no more than **\$250,000,000** (the "**Landlord/County Arrowhead Stadium Expansion and Renovation Cap Amount**") consisting of approximately \$212,500,000 from the New County Sales Tax (defined below) and approximately \$37,500,000 of 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] and Tenant shall contribute at least **\$75,000,000** to said total cost in order to carry out the Arrowhead Stadium Expansion and Renovation Plan. Any under estimates or cost overruns with respect to said **\$325,000,000** amount shall be the sole responsibility of Tenant unless partially shared or paid by Co-tenant with respect to the Updated Shared Complex/Central Services Facility Component (defined below) pursuant to any agreement between Tenant and Co-tenant. The Arrowhead Stadium Expansion and Renovation Plan is presently anticipated to be completed by approximately 36 months after the Commencement Date of the Amended Lease. Landlord/County's obligation to contribute the Landlord/County Arrowhead Stadium Expansion and Renovation Cap Amount toward the Arrowhead Stadium Expansion and Renovation Plan is contingent on passage of the New County Sales Tax referred to in Section 1.3. Any final total net cost savings for the Arrowhead Stadium Expansion and Renovation Plan shall be shared on the cost contribution ratio between Landlord/County and Tenant set out above. Landlord/County's part of any such savings shall be placed in the RMMO Fund (as defined below). The specific minimum required projects for the Arrowhead Stadium Expansion and Renovation Plan (the "**Arrowhead Plan Projects**") are set out on the attached **Exhibit E**.

3.2.2 Tenant and Landlord/County shall reasonably cooperate and work together in seeking and applying for the Missouri Tax Credits referred to in Section 3.2.1 but Landlord/County shall have the primary responsibility for preparing the formal application therefore to the Missouri Department of Economic Development and arranging for any marketing and sale of such Credits. The Arrowhead Stadium Development Agreement shall require Tenant or its Affiliates to contribute all revenues from said Missouri Tax Credits to the Arrowhead Stadium Expansion and Renovation Plan.

3.2.3 The Arrowhead Stadium Development Agreement shall more specifically list and describe each expansion and improvement project, including the Minimum

Required Arrowhead Plan Projects, to be accomplished at Arrowhead Stadium and the Sports Complex Common Areas.

3.2.4 The terms of the Arrowhead Stadium Development Agreement shall be consistent with the terms of this Amendment, including this Section 3.2.4, and shall also include the following covenants and agreements:

3.2.4.1 Americans With Disabilities Act. The Arrowhead Expansion and Renovation Plan (and the expansion and renovation of Kauffman Stadium to be undertaken by Co-tenant substantially concurrently with the Leased Premises Renovation) shall each include all necessary work to cause Arrowhead Stadium and Kauffman Stadium to comply with all requirements of the then-existing Americans with Disabilities Act (“ADA”) to the extent applicable.

3.2.4.2 MBE/WBE Requirements. Tenant shall comply with certain MBE/WBE requirements substantially as set forth in the “Sports Complex Fair Share Agreement” set forth in Exhibit G attached hereto, and to be attached to the Arrowhead Stadium Development Agreement with such changes as may be agreed to by the parties after consultations with interested MBE/WBE organizations.

3.2.4.3 Bidding, Contracting, and Oversight. 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 Jackson County Executive, Chairman of the Jackson County 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 Arrowhead Stadium 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 interests in the Arrowhead Expansion and Renovation Plan.

3.2.4.4 Prevailing Wage. The parties agree that the Arrowhead Expansion and Renovation Plan 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 all work for said Plan.

3.2.4.5 Construction Team. The Tenant’s approved architect shall design the Arrowhead Expansion and Renovation Plan, and the construction manager/general contractor selected by Tenant and approved as set forth in subpart 3.2.4.3 above shall manage and construct the Leased Premises Renovation.

3.2.4.6 Cost Overruns. Tenant shall be responsible for any cost overruns in connection with the Arrowhead Expansion and Renovation Plan.

3.2.4.7 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 Arrowhead Expansion and Renovation Plan without payment of any applicable sales and use taxes but neither Landlord nor County can guarantee such exemption.

3.2.4.8 Right to Change Scope. Tenant shall have the right, at any time, to change the scope of the Arrowhead Expansion and Renovation Plan (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 Arrowhead Expansion and Renovation Plan to match the funds available under Section 3.2.1 hereof; provided, however, that in exercising its rights under this subpart, Tenant shall not cause any of the quality of materials and finishes to be incorporated into the Arrowhead Expansion and Renovation Plan to be less than the existing quality of comparable materials and finishes in Arrowhead Stadium.

3.2.4.9 Approval of Plans and Specifications. With respect to the Landlord's right to approve the plans and specifications for the Arrowhead Expansion and Renovation Plan (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.

3.2.5 The Arrowhead Stadium Development Agreement shall provide, among other things, that Tenant and/or Landlord and/or the County, in obtaining bids under current county bid procedures and approving contracts and change orders for the Arrowhead Stadium Expansion and Renovation Plan, shall use all reasonable best efforts: (i) to mitigate construction risks and costs, including using or requiring guaranteed maximum price ("GMP") contracts, payment and performance bonds in an amount equal

to the entire contracted amount of the respective part of the work and builder's all risk insurance; and (ii) to schedule construction so as to not materially interfere with, or cause cancellation of, any regularly scheduled sporting or other events at the Sports Complex.

3.2.6 The parties recognize and agree that in order for the planning of the Arrowhead Stadium Expansion and Renovation Plan to proceed on a timely basis, Tenant has expended, and/or will hereafter expend, certain monies for architects and engineers to develop preliminary plans and specifications therefore (including any for a Rolling Roof Component) (the "**Tenant P&S Advance Costs**"). In the event of a successful New County Sales Tax election, Landlord/County agrees that the Tenant Advance P&S Costs shall be reimbursed to Tenant (without interest and on the production of reasonable documentation) upon the sale of the New Bonds so long as such Tenant Advance P&S Costs were incurred reasonably and on market terms and such reimbursement is permissible under the New Bond Documents and Applicable Laws. Alternatively, at Tenant's option, such Tenant P & S Advance Costs may be offset against and credited toward Tenant's \$75,000,000 required contribution. Neither Landlord nor the County shall have any other liability for the Tenant Advance P&S Costs. No costs or expenses incurred by Tenant in connection with the passage of legislation or election propositions shall be included in the Tenant Advance P&S Costs.

Section 3.3 Updated Shared Complex/Central Services Facility Component of Expansion and Renovation Plans.

3.3.1 The parties recognize and agree that part of the Arrowhead Stadium Expansion and Renovation Plan (and any Kauffman Stadium Expansion and Renovation Plan if agreeable to Co-tenant) will be to update, modify and/or add to the existing Central Services Facility so that said "**Updated Shared Complex/Central Services Facility Component**" as described on attached **Exhibit F** may be used in such a manner that Tenant and Co-tenant can, if either wishes, conduct their respective operations at their separate Stadiums with different concessionaires and other vendors. The parties further recognize and agree that, unless all such updates, modifications and/or additions are agreed to by Co-tenant, said Updated Shared Complex/Central Services Facility Component must be modified or constructed in such a manner and at such times that there will be no material decrease in the access to, or functionality of, such service areas for Co-tenant's operations as compared to the existing Central Services Facility, nor any material increase in the costs to Co-tenant in using such service areas.

3.3.2 Unless otherwise agreed by Tenant and Co-tenant, it is presently contemplated that part of the Updated Shared Complex/Central Services Facility Component will be that (i) the Royals control the corridor space connecting Kauffman Stadium to the Central Services Facility, that the Chiefs control the corridor space from Arrowhead Stadium to the Central Services Facility, and that both Teams have access to the loading dock areas and (ii) the remaining part of the Central Services Facility shall be equally divided between the Chiefs and the Royals, with the Chiefs assuming control and use of that half of the remaining Central Services Facility closest to Arrowhead Stadium and the Royals assuming control and use of that half of the remaining Central Services

Facility closest to Kauffman Stadium, taking into consideration the needs of each Team for reasonable access to the loading dock area and utilities. Once determined, the areas so controlled by Tenant and Co-tenant shall be deemed part of their respective Leased Premises and **Exhibit C** shall be modified accordingly.

Section 3.4 Deposit of Tenant Construction Funds.

3.4.1 Under the Arrowhead Stadium Development Agreement, contracts for the portion of the Arrowhead Stadium Expansion and Renovation Plan to be funded with Tenant funds shall not be let until the Tenant funds therefor have been deposited into a designated Landlord/Tenant jointly controlled escrow account (which shall be an interest-bearing account, with all interest earned being the property of Tenant). Further, unless required to be contributed earlier because of the Missouri State Tax Credits referred to in Section 3.2 above, Tenant's funds need not be contributed to the Arrowhead Expansion and Renovation Plan escrow account until it is time to let the contracts for the work to be paid for with such Tenant funds.

3.4.2 Landlord agrees that amounts expended by Tenant from its own funds for any items or components included or to be included within the Arrowhead Stadium Expansion and Renovation Plan prior to the commencement of work on such Plan shall be offset and credited against Tenant's \$75,000,000 required contribution providing the same were incurred on market terms.

ARTICLE 4

ALTERATIONS AND OTHER IMPROVEMENTS

Section 4.1 Alterations and Improvements by Tenant.

The Master Plan referred to in Section 4.01 of the Original Lease shall be deemed to include the "**Updated Master Plan**" (**Exhibit H**) under this Amendment. Under Section 4.01 of the Original Lease in case of Emergency Repairs (as defined below), thirty (30) days prior written notice need not be given by Tenant to Landlord. To the extent possible, any Emergency Repairs made by Tenant shall also comply with the requirements of Section 4.01(B) of the Original Lease. Further with respect to improvements that Tenant can make without Landlord's prior consent or approval under Section 4.01(C) or the Original Lease, in addition to other requirements set out therein, no such addition, alteration or improvement shall materially diminish the value of the Sports Complex.

Section 4.2 Rolling Roof/Dome Improvements, If Any; Use Tax Financing Option.

The following is added to Section 4.02 [Dome Improvements Permitted by Landlord] of the Original Lease. During the Amended Lease Term, the parties agree to work together and use their reasonable best 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 § 144.757 (the "**Out of State Sales Use Tax**") and to

provide, if so decided by the Jackson County Legislature, a revenue source and partial financial support for possible construction, operation, repair and/or maintenance of a Rolling Roof (as defined below) for the Sports Complex for Arrowhead and Kauffman Stadiums provided that: (i) all necessary approvals are obtained from Co-tenant under the Amended Royals Lease; (ii) all conditions for the construction of either type of Roof under the Original Lease and the Royals Original Lease are satisfied or waived by the benefited or protected party; and (iii) Landlord and County have “capped” obligations with respect to the initial cost and long-term repair, maintenance, management and operation costs of any such Roof structure. Tenant agrees to support Landlord/County’s efforts to cause passage of said Out of State Sales Use Tax.

This Amendment and the Amended Lease are not conditioned on passage of any such Out of State Sales Use Tax. Further, notwithstanding any other provisions of this Amendment, in the event that the voters of Jackson County would pass into law an Out of State Sales Use Tax and not the New County Sales Tax, Jackson County shall not be required to use revenues from the Out of State Sales Use Tax at the Sports Complex unless the Jackson County Legislature elects to do so.

Section 4.3 Additional Sports Complex Improvements by Landlord or Co-Tenant.

Tenant shall have the same approval rights and protections for any “Renovation” or “Complex Renovation” as defined in Section 23 of the Amended Royals Lease with respect to any such undertakings by Landlord or Co-tenant.

ARTICLE 5

MECHANICS’ LIENS

Section 5.1 Mechanics’ Liens.

The provisions of Section 5.01 [Mechanic’s Liens] of the Original Lease with respect to Tenant shall also apply to any such work for or by Tenant on other parts of the Sports Complex in addition to the Leased Premises. Further, the ten percent (10%) interest rate referred to in Section 5.01(C) of the Original Lease is hereby replaced with the Prime Rate per annum defined below.

ARTICLE 6

RENT

Section 6.1 Rent; Deposits to Football Stadium RMMO Fund.

The Basic (\$450,000 per year) and Percentage Rent payable by Tenant to Landlord under Sections 6.02 and 6.03 of the Original Lease shall continue to be paid to Landlord for deposit by Landlord into the Football Stadium RMMO Fund (defined below). At Landlord’s option to allow Landlord flexibility, Landlord may require Tenant to reduce Rent to the extent that

Landlord develops a funding source equal to or greater than the dollar amounts paid to Landlord for the required Rent.

Section 6.2 Interest on Late Payments.

Section 6.04 of the Original Lease is hereby modified to replace the ten percent (10%) per annum interest rate on late Rent payments with the Default Rate of interest defined below. For all purposes of the Amended Lease, any compensation Tenant receives from Football Stadium Naming Rights (as defined below) shall not be included within Gross Receipts, Net of Taxes.

ARTICLE 7

TENANT'S RIGHT TO USE; PREFERENCE PLAN

Section 7.1 Tenant Covenant to Play Games in Football Stadium.

Landlord and Tenant hereby confirm and agree that Tenant's covenant to play its home games in the Football Stadium set out in Section 7.02 of the Original Lease is a material part of the Amended Lease which covenant, at Landlord's option, may be enforced by a Landlord legal proceeding in Jackson County Circuit Court (or other Court with jurisdiction) against Tenant for specific performance and/or TRO or injunction or Landlord may obtain liquidated damages as set out in Section 27.01 of the Original Lease based on said Report referred to in Section 7.02 for a breach of said covenant by Tenant.

Section 7.2 Modification of Chiefs' Operating Covenant.

Section 7.02 of the Original Lease is amended to add the following sentence at the end thereof:

“Notwithstanding the foregoing, that Tenant shall have the right, without the necessity of obtaining Landlord's consent, to play a game per season that is designated a “home” game in a location outside the continental United States and to play any divisional play-off, conference or league championship games at locations required by the National Football League from time to time and no such game shall be deemed a violation of the provisions of this Section 7.02.”

Section 7.3 Updated Jackson County Preference Plan.

7.3.1 In General. Tenant shall use its reasonable best efforts to formulate an updated Jackson County residents preference plan reasonably approved by Landlord and the County (the “**Jackson County Preference Plan**”) for attendance at Chiefs games and/or other events sponsored by Tenant at the Sports Complex reasonably approved by Landlord and the County. Provided, however, that any reasonable costs to Tenant as a result of the updated Jackson County Preference Plan may be offset by Tenant against any Parking User Fee authorized in Section 13.1 of this Amendment. Such plan shall not

deprive season ticket holders of the right to renew subscriptions to seats or any priority parking rights created prior to creation of the plan. If Co-tenant receives reimbursement directly or indirectly from the JCSCA administration costs in connection with implementation of Co-tenant's Preference Plan, an equivalent amount not to exceed \$25,000 shall be paid to Tenant for Tenant's administration of the Jackson County Preference Plan subject to the yearly available monies for said costs.

7.3.2 Minimum Jackson County Preference Plan Requirements. Subject to possible modifications approved by the Landlord and County from time-to-time so long as substantially equivalent preferences are provided to Jackson County residents during the Amended Lease Term, the Jackson County Preference Plan shall include the following:

(1) Priority seating privileges with respect to game day ticket purchases as provided in Section 7.06 of the Original Lease;

(2) Priority privileges with respect to purchase of available season tickets subject to any existing vested rights of others to purchase such tickets;

(3) Jackson County residents who purchase a concessions/novelty debit card will be given a 10% discount on the purchase of the card;

(4) Jackson County season ticket holders who renew or order season parking at the time of their season ticket purchase will not be charged any Parking User Fee; and

(5) For all other events held at Arrowhead Stadium promoted by the Chiefs, the Chiefs will provide Jackson County residents with first purchase ticket priority for two days prior to sale of such tickets to the general public. Jackson County residents purchasing parking at the same time for these events will not be charged any Parking User Fee.

7.3.3 Tenant shall continue (1) above and shall use its reasonable best efforts to implement the other part of the Jackson County Preference Plan as soon as reasonably possible after the Commencement Date of this Amendment, and with the understanding that some parts can only be implemented after completion of the Arrowhead Expansion and Renovation Plan.

Section 7.4 Landlord Offices, Suite & Parking.

For no charge or fee during the Lease Term (as it may be extended), Tenant shall continue to provide Landlord with office space and suite use (which may also be used by County officials and guests) at the Leased Premises comparable to that presently being provided but relocated to areas in renovated Arrowhead Stadium reasonably selected by Tenant and the same number of reserved parking spaces (which may also be used by County officials and guests) which shall be in Lot E.

Section 7.5 Tours of Arrowhead Stadium.

Upon completion of the Arrowhead Stadium Expansion and Renovation Plan, Tenant shall offer public tours of Arrowhead Stadium and other parts of the Exclusive Leased Premises at Tenant's cost (and Tenant may charge reasonable admission charges for such Tours). Provided, however, that if Tenant determines that such Tours are not economically feasible, Tenant may discontinue such Tours.

ARTICLE 8

CIVIC AND CHARITABLE USE

Section 8.1 There are no modifications to ARTICLE VIII of the Original Lease.

ARTICLE 9

UTILITIES

Section 9.1 Tenant to Pay Leased Premises Utilities.

Pursuant to Section 4(B) of the Management Contract, Tenant shall bear the expense of and pay the costs and charges of all water, gas, electricity or other utilities consumed in the Leased Premises including, without limitation, those consumed or used in the Football Stadium, its immediate environs, and Tenant's practice fields and all utilities directly related to events in the Football Stadium. Any contrary provisions in Section 9.01 of the Original Lease for Landlord to pay such utilities are hereby deleted.

Section 9.2 Landlord to Pay Sports Complex Common Area Utilities; When.

Unless then being handled and paid pursuant to the Tenant/Co-tenant Common Areas Cost Sharing Agreement, Landlord shall provide as its cost and expense, all water, gas, electricity or other utilities (and any necessary metering) for all Common Area parts of the Sports Complex.

ARTICLE 10

CLEANING, MAINTENANCE AND REPAIR; FOOTBALL STADIUM RMMO FUND;
COMMON AREAS RMMO FUND

Sections 10.01 (Cleaning by Landlord) and 10.02 (Maintenance and Repair by Landlord; Master Plan Implementation by Landlord) of the Original Lease and Section 4(D) (Maintenance and Repair) of the Management Contract are replaced by the following new Sections 10.1 to 10.7.

Section 10.1 Cleaning by Tenant.

Subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's Football Stadium RMMO Funds Required Deposits to be made yearly during the term of the Amended Lease, as it may be extended, Tenant, at its cost and expense, shall be responsible for cleaning the Leased Premises including, without limitation, the Football Stadium, its immediate environs, the Maintenance Building-Pavilion, and Tenant's practice fields at all times, and the Parking Lots areas, circulation roadways, walkways and other Common Areas before and after each Football Stadium event or any other event on the Leased Premises exhibited by Tenant, its sublessees or licensees. Tenant shall perform such cleaning obligations in a First Class NFL Manner.

Section 10.2 Cleaning of Common Areas by Landlord.

During the term of the Amended Lease, as it may be extended, Landlord, at its cost and expense, to the extent of available funds in the Common Areas RMMO Fund (as defined below), shall be responsible for cleaning all parts of the Common Areas of the Sports Complex in a First Class NFL Manner, and except for Tenant event cleaning of Common Areas as otherwise provided in the Amended Lease. Further, Landlord, at its cost and expense, shall be responsible for cleaning of the Leased Premises, including the Football Stadium, if used by Landlord/County for civil or charitable events pursuant to ARTICLE VIII of the Original Lease.

Section 10.3 Maintenance and Repair by Tenant (Including Updated Master Plan).

10.3.1 Ordinary Maintenance. Subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's Football Stadium RMMO Funds Required Deposits (as defined below), during the term of the Amended Lease, as it may be extended, Tenant, at its cost and expense, will maintain and be responsible for the ordinary repair of all of the Leased Premises, including the Updated Master Plan items described in Exhibit H, in a First Class NFL Manner including, without limitation, the Football Stadium, its immediate environs, the Maintenance Building-Pavilion, Tenant's practice fields, any part of the Central Services Facility being exclusively used by Tenant, all signs, and all improvements, fixtures, equipment, electrical heating, ventilating, air conditioning, water distribution and hot water or other systems and their parts or components and all other facilities therein contained in the Leased Premises.

10.3.2 Structural and Other Repairs and Maintenance by Tenant (Including Updated Master Plan).

(i) Except as set forth in Section 10.3.2(ii) below and subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's Football Stadium RMMO Funds Required Deposits during the term of the Amended Lease, as it may be extended, Tenant, at its cost and expense, shall be responsible for maintaining, repairing and replacing when necessary, including the Updated Master Plan items described in Exhibit H, in a First Class NFL Manner all non-structural and structural portions, parts, pieces or components of the Leased Premises, including, without limitation, the Football Stadium,

its immediate environs, the Maintenance Building-Pavilion, Tenant's practice fields, and any part of the Central Services Facility being exclusively used by Tenant, which maintenance, repair and replacement responsibility shall extend to and include to the extent located in the Leased Premises all: foundations; footings; piers; columns, walls; roofs; ramps; steps; platforms; risers; gutters; downspouts; expansion joints; membrane coatings; thermal or moisture protection items; parts thereof constructed of metal, concrete, concrete block, brick, steel, wood, plastics, masonry or glass; any repairs to and painting of any doors, windows, door frames, window frames or other items caused by a structural defect; artificial turf in the Football Stadium and any practice field of Tenant; scoreboards and matrixes and components thereof (whether or not initially installed by Landlord or Tenant); heating, ventilating, air conditioning, hot water, plumbing and electrical systems, machinery and equipment (including, but not limited to, boilers, condensers, air handling equipment, lines, conduits and appurtenances), plumbing or toilet fixtures; water lines; conduits; valves; fittings; meters for utilities; lighting installations in the Leased Premises (including, without limitation, towers, poles, wires, conduits and bulbs in the Football Stadium, its immediate environs, the Maintenance Building-Pavilion or practice fields or bulbs in any part of the Central Services Facility being exclusively used by Tenant), the painting of all such light towers and such poles, any maintenance or replacement of any of the light towers (and parts thereof) in any of the circular ramps of the Football Stadium; Football Stadium sound systems; garbage collection, compaction and disposal systems; turnstiles, elevators, escalators or other "people movers", domes, bubbles, roofs or other protective coverings for the Football Stadium or any practice field of Tenant (excluding any Rolling Roof); and any items similar to any of the foregoing at any time constructed or erected or placed on or in the Leased Premises, whether or not any such maintenance, repair or replacement is required because of or results from general time deterioration. Provided, however, that if any such item of non-structural or structural 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.

(ii) Notwithstanding the above provisions of this Section 10.3.2, Section 19.01 of the Original Lease shall remain in place, so that Landlord shall remain obligated to fully restore the Leased Premises in the event of partial damage or total destruction by fire or any other casualty, including acts of terrorism (whether or not insured), with Tenant retaining the rights set forth in Subsection 19.01(D) to terminate the Amended Lease in certain events (i.e. in the opinion of a mutually agreed upon independent engineer expressed in a certificate filed with Landlord, that the damage cannot be reasonably restored within the period of 24 consecutive months to substantially the condition which existed immediately preceding the damage), and such restoration costs shall not be funded from the Football Stadium RMMO Fund.

10.3.3 Other Tenant Obligations. At all times during the term of the Amended Lease, as it may be extended, the above obligations of Tenant shall include Tenant making any and all repairs, additions or modifications to the Leased Premises, including

the Football Stadium, its immediate environs, the Maintenance Building-Pavilion, Tenant's practice fields and any part of the Central Services Facility being exclusively used by Tenant, at any time required by (i) Applicable Laws or orders of any Governmental Authority or (ii) the Constitution, By-laws, rules and regulations or other directives or orders of the National Football League in connection with the playing of professional football games.

Section 10.4 Maintenance, Repair and Replacement of Common Areas by Landlord.

During the term of the Amended Lease, as it may be extended, Landlord, at its cost and expense, to the extent of available funds in the Common Areas RMMO Fund, will maintain and be responsible for the ordinary repair, and be responsible for maintaining, repairing and replacing when necessary, all non-structural and structural parts of the Common Areas of the Sports Complex, including: all 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 other Common Areas, including the items in any later agreed to **Exhibit** for Updated Master Plan Guidelines for Sports Complex Common Areas Repair and Maintenance. Landlord shall perform such obligations in the same manner and to the same extent and standards as are required of Tenant for the Leased Premises under Section 10.3 above. Tenant and Co-tenant shall remain responsible to perform and pay for snow removal and grass mowing of their respective Leased Premises and all Common Areas in a First Class NFL Manner or First Class MLB Manner as defined in the Royals Amended Lease, as the case may be.

On an annual basis, on or before November 1st of each year, Landlord, Tenant and Co-tenant shall meet at the Sports Complex at a mutually convenient time and business day selected by Landlord to reasonably agree on Updated Master Plan Guidelines for Sports Complex Common Areas Repair and Maintenance items.

Section 10.5 Repair, Maintenance, Management and Operations Fund (Football Stadium RMMO Fund).

In order to assist Tenant with its repair, maintenance, management and operations obligations under the Amended Lease for the Leased Premises, including the Football Stadium, there shall be established a "**Football Stadium Repair, Maintenance, Management and Operations Fund**" (or the "**RMMO Fund**" or "**Football Stadium RMMO Fund**") to be funded and used on the following basis.

10.5.1 Establishment; Investment. Landlord shall establish, own and administer (subject to the provisions hereof) a separate and segregated account for said Football Stadium RMMO Fund with a bank or financial institution reasonably acceptable from time-to-time to Tenant. Landlord/County shall make deposits into the RMMO Fund as provided below in this Section 10.5. Landlord 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. All amounts so deposited in the RMMO Fund 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, and not Tenant, but shall remain in the RMMO Fund), less the reasonable costs of investing such funds which may be paid out of the RMMO Fund, are sometimes collectively referred to as the “**RMMO Fund Monies**” or the “**Football Stadium RMMO Fund Monies**”. Landlord shall require that all investment entities furnish both it and Tenant with monthly statements showing the account status of the Football Stadium RMMO Funds.

10.5.2 Landlord’s/County’s Deposits. On or before the last business day of the first Lease Year of the Amended Lease (with any partial Lease Year prorated) and on or before each annual last business day anniversary thereof during the Lease Term, as it may be extended, Landlord/County shall deposit (herein referred to as the “**Landlord/County’s Football Stadium RMMO Fund Required Deposits**”) the following amounts:

(i) Fifty percent (50%) of the total of New County Sales Tax yearly proceeds, together with any interest earned on the proceeds from the New Bonds for both the Arrowhead Stadium Expansion and Renovation Plan and the Kauffman Stadium Expansion and Renovation Plan (i.e. a project fund of \$425,000,000 produced by the New Bonds), less principal and interest payments on the New Bonds; **plus**

(ii) Fifty percent (50%) of the following revenues and proceeds:

(A) the additional annual Existing Local/State Sports Complex Revenues (currently, Missouri State of \$3 Million, County Property Tax of approximately \$3.5 Million, and City of \$2 Million, with a minimum annual amount of these three combined sources not to be less than \$8.5 Million per year), independent of the Missouri State Tax Credits revenues referenced in Sections 1.3 and 3.2 of this Amendment; and (B) any other future or new Local or State revenues for the Sports Complex (other than and excluding those specifically dedicated for a Rolling Roof Component for the Sports Complex for the Football Stadium, unless otherwise specifically agreed upon by Co-tenant in writing in advance of the procurement of or securing such additional funds;

(iii) One Hundred percent (100%) of the Parking User Fees; **plus**

(iv) the remainder of Ticket User Fees pursuant to Section 13.1 below;

(v) **Less** the following amounts:

(A) Fifty percent (50%) of the principal and interest payments on the Existing Bonds for the Sports Complex issued pursuant to County Series 1998 and County Series 2001;

(B) the Football Stadium RMMO Fee payable annually by Landlord to Tenant pursuant to Section 11.1 of this Amendment subject to possible adjustment pursuant to Section 6.1.

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

10.5.3 Disbursement of Football Stadium RMMO Funds. Disbursements of available Football Stadium RMMO Fund Monies are subject to the prior reasonable written approval of Landlord based on 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 thirty (30) days after Tenant’s request available Football Stadium RMMO Fund Monies to pay costs and expenses paid or to be incurred by Tenant for Tenant’s repair, maintenance, management or operation obligations under Sections 10.3, 11.1 or 16.1 of the Amended Lease for the Leased Premises, including the Football Stadium, Tenant’s practice facilities and any office administration building. All such requests must be on a form (reasonably approved by Tenant and Landlord) signed by an authorized representative of Tenant. A “**RMMO Fund Disbursement Request Form**”, the initial general form of which is hereby approved by the parties, is attached as **Exhibit I**. In the case of “**Capital Improvements**” (as defined below) or any repairs (or related repairs) exceeding \$100,000, the request must be accompanied by the results of bids solicited by Tenant or other evidence of market terms reasonably acceptable to Landlord. To be eligible for payment from the Football Stadium RMMO Fund, all costs and expenses must have been incurred on market terms.

10.5.4 Landlord/County Assistance Regarding RMMO Fund. In order to attempt to increase the monies in the Football 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, non-cancelable 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 RMMO Fund, and sell, pledge and/or assign such revenue stream for purposes of repairing, maintaining, managing and operating Arrowhead Stadium and the Leased Premises as part of the Amended Lease structure.

10.5.5 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 RMMO Fund for the upcoming Lease Year.

10.5.6 No Limitation; Insufficient Lease Year Funds. Tenant acknowledges and agrees that the various repair, maintenance, management and operation obligations of Tenant under the Amended Lease are neither limited nor reduced in any respect by the available Football Stadium RMMO Fund Monies existing from time-to-time. Any surplus available Football Stadium RMMO Fund Monies from a Lease Year shall be carried over to the next Lease Year. Further, in the event that during any Lease Year there shall be insufficient available Football Stadium RMMO Fund Monies for Tenant's authorized uses thereof, all of Tenant's unfunded authorized uses of available Football 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.

10.5.7 Ineligible Tenant RMMO Fund Uses. Notwithstanding any other provisions of this Section 10.5, Tenant agrees that no disbursements of available Football Stadium RMMO Fund Monies may be made to Tenant for any of the following uses:

- (i) Any personnel type costs or expenses (such as wages, salaries or fringe benefits) for Tenant's football 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 Common Areas Cost Sharing Agreement; or
- (iii) Any cost or expense, the payment of which with public funds would violate the Existing Bond Documents (as defined below), the New Bond Documents or Applicable Laws and of which Tenant has been given actual written notice in advance.

Section 10.6 Updated Master Plan Guidelines for Sports Complex Maintenance & Repair.

10.6.1 Attached hereto and made a part hereof is **Exhibit H** – Updated Master Plan Guidelines for Football Stadium Maintenance and Repair. If agreed by Landlord, Tenant and Co-tenant, the parties may at a later date decide to develop and attach hereto as an Exhibit a form of Updated Master Plan Guidelines for Sports Complex Common Areas Maintenance and Repair. The parties recognize and agree that the Royals Amended Lease may refer to any such Common Areas Updated Master Plan as the Common Areas Capital Improvements Plan or similar name.

10.6.2 The Updated Master Plan and the work therein described to be performed shall not be amended, modified or changed without the prior written consent of: (i) Tenant with respect to the Football Stadium and its immediate environs or Tenant's practice fields, the Maintenance Building-Pavilion and any office administration building; (ii) both Tenant and Landlord with respect to the Common Areas of the Sports Complex which are Landlord's responsibility. On an annual basis, on or before November 1st of each year, Landlord and Tenant shall meet at the Sports Complex at a mutually convenient time and business day selected by Tenant to evaluate and update the Updated Master Plan, including the establishment of scheduling priorities for improvements to be made in the next three years. All amendments to the Updated Master Plan affecting Tenant's Leased Premises including the Football Stadium and its immediate environs, Tenant's football practice fields, the Maintenance Building-Pavilion, the office administration building and the Common Areas shall be in writing and shall become effective only upon the approval thereof, which approval shall not be unreasonably withheld or delayed, by Tenant and Landlord at its regular monthly meeting. Landlord and Tenant acknowledge and agree that any amendment to the Updated Master Plan which affects Common Areas must also have Co-tenant's approval. In the event that all necessary parties fail to agree on any amendment to the then-existing Updated Master Plan schedule, the most recently approved Updated Master Plan schedule shall remain in force and effect.

10.6.3 Tenant shall determine the nature, scope and timing of all repairs, maintenance, replacements and Updated Master Plan projects (other than those pertaining to Common Areas) so as to maintain the Exclusive Leased Premises (as improved and expanded by the Arrowhead Stadium Expansion and Renovation Plan) in a First Class NFL Condition as reasonably determined by Tenant. Landlord shall determine the nature, scope and timing of all such Updated Master Plan projects affecting Common Areas. All contracts with third parties pertaining to repairs, maintenance, replacement or Updated Master Plan projects, unless otherwise elected by Tenant, shall be contracted for in the name of and by Landlord, with Tenant's assistance, and implemented in such a manner as to achieve maximum quality, economy and compliance with Landlord/County's public interests and those of Tenant and in accordance with all Applicable Laws.

Section 10.7 Common Areas Repair, Maintenance, Management and Operations Fund (Common Areas RMMO Fund).

In order to provide Landlord with its sole required source of funds for its repair, maintenance, management and operations obligations under the Amended Lease for the Common Areas, there shall be established a **Common Areas Repair, Maintenance, Management and Operations Fund** (or the "RMMO Fund") or "**Common Areas RMMO Fund**") to be funded and used on the following basis.

10.7.1 Establishment; Investment. Landlord/County shall establish, own and administer (subject to the provisions hereof) a separate and segregated account for said Common Areas RMMO Fund with a bank or financial institution reasonably acceptable

from time-to-time to Tenant and Co-tenant. Landlord/County shall make deposits into the RMMO Fund as provided below in this Section 10.7. 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 RMMO Fund 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, and not Tenant or Co-tenant, but shall remain in the Common Areas RMMO Fund), less the reasonable costs of investing such funds which may be paid out of the Common Areas RMMO Fund, are sometimes collectively referred to as the “**Common Areas RMMO Fund Monies**” or the “**Common Areas RMMO Fund Monies**”. Landlord/County shall require that all investment entities furnish both it and Tenant and Co-tenant with monthly statements showing the account status of the Common Areas RMMO Funds.

10.7.2 Landlord’s/County’s Deposits. On or before the last business day of the first Lease Year of the Amended Lease (with any partial Lease Year prorated) and on or before each annual last business day anniversary thereof during the Lease Term, as it may be extended, Landlord/County shall deposit (herein referred to as the “**Landlord/County’s Common Areas RMMO Fund Required Deposits**”) the following amount: \$500,000 with Tenant’s \$250,000 share derived from the Ticket User Fees] per Lease Year with three percent (3%) annual increases, which is the estimated total annual cost of the Sports Complex Common Areas for which Landlord is responsible under the Amended Lease.

The parties recognize and agree that Landlord/County contemplates entering into a similar arrangement with Co-tenant to that set out in this Section 10.7 with respect to the Common Areas RMMO Fund.

10.7.3 Disbursement of Common Areas RMMO Funds. Disbursements of available Common Areas RMMO Fund Monies are subject to the prior reasonable written approval of Tenant based on Landlord/County’s written request. Subject to such prior approval, Landlord shall, from time-to-time, disburse to itself available Common Areas RMMO Fund Monies to pay costs and expenses paid or to be incurred by Landlord for Landlord’s repair, maintenance, management or operation obligations for the Common Areas under Sections 10.4 and 11.2 of the Amended Lease. All such requests must be on a form (reasonably approved by Tenant and Landlord) signed by an authorized representative of Landlord. Such “**Common Areas RMMO Fund Disbursement Request Form**” shall initially be similar to the form set out in Exhibit I. In the case of “**Capital Improvements**” (as defined below) or any repairs (or related repairs) exceeding **\$100,000**, the request must be accompanied by the results of bids solicited by Landlord or other evidence of market terms reasonably acceptable to Tenant and Co-tenant. To be eligible for payment from the Common Areas RMMO Fund, all costs and expenses must have been incurred on market terms.

10.7.4 Combined/Summary Requests by Landlord. Prior to the beginning of each Lease Year, Landlord may submit a combined or summary request to Tenant and Co-tenant for ordinary and reoccurring Common Areas costs and expenses payable out of the Common Areas RMMO Fund for the upcoming Lease Year.

10.7.5 Limitation/Cap on Landlord Common Areas Obligations. Tenant acknowledges and agrees that the various Common Areas repair, maintenance, management and operation obligations of Landlord under the Amended Lease are limited and reduced by and to the available Common Areas RMMO Fund Monies existing from time-to-time. That is, Landlord's obligations with respect to cost responsibility for the Common Areas is "capped" and 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 therefor. Any surplus available Common Areas RMMO Fund Monies from a Lease Year shall be carried over to the next Lease Year.

Section 10.8 Coordination of RMMO Funds, If Necessary.

The parties recognize and agree that the Arrowhead Stadium RMMO Fund, the Kauffman 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 Royals 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 Royals 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 that is to be deposited in the Common Areas RMMO Fund to recover any amounts due to Tenant hereunder.

Section 10.9 Distribution of RMMO Funds Upon Expiration of Term.

Upon the expiration or earlier termination of the Term of the Amended Lease, as it may be extended, any funds, monies or Permitted Investments remaining in the Football Stadium RMMO Fund or the Common Areas RMMO Fund (if not then required to be held therein under the Amended Royals Lease or otherwise), shall be distributed to the County.

ARTICLE 11

MANAGEMENT OF STADIUM/EVENTS

Section 11.1 Management of Football Stadium, RMMO Fee.

Subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's Football Stadium RMMO Fund Required Deposits, Tenant shall be responsible at its cost and expense to manage and operate the Leased Premises, including the Football Stadium, for all football games and other events for which Tenant is the primary recipient of revenues from, or sponsors, such event, under the Management Contract, as modified by this Amendment. The "RMMO Fee" payable each Lease Year under the Amended Lease by Landlord to Tenant is the "management fee" referred to and calculated under Section 3 of the Management Contract and adjusted pursuant to Section 6.3 of this Amendment and is not for deposit into the Football Stadium RMMO Fund but rather is to assist Tenant in managing and operating Arrowhead Stadium as part of the Amended Lease structure.

Section 11.2 Management of Common Areas and Civic and Charitable Events.

During the term of the Amended Lease, as it may be extended, Landlord at its sole cost and expense, to the extent of available funds in the Common Areas RMMO Fund, shall be responsible to manage the Common Areas of the Sports Complex. Landlord and/or the County also shall be responsible at their sole cost and expense to manage any civic or charitable events sponsored by either at the Football Stadium described in ARTICLE VIII of the Original Lease.

Section 11.3 Sports Complex Minority Participation Program.

During the Amended Lease Term, as it may be extended, Landlord/County will use all reasonable best efforts to achieve minority participation for planning and construction of the Arrowhead Stadium Expansion and Renovation Plan and for employment of personnel at the Sports Complex by Landlord and will comply with all relevant County ordinances applicable to procurement of goods and services by the County. As part of, and as an exhibit to, the Arrowhead Stadium Development Agreement, Tenant agrees to enter into an agreement with Landlord substantially similar to **Exhibit G**.

ARTICLE 12

ENVIRONMENTAL MATTERS

Section 12.1 Environmental Matters.

No modifications are made in ARTICLE XII [Environmental Matters] of the Original Lease except that the term "hazardous substance" is modified to include "harmful mold or mold like organisms" and exclude "cleaning materials and other materials or fuels stored and/or used in accordance with Applicable Laws." Further, wherever the term "leased premises" is used in

ARTICLE XII of the Original Lease, there shall be added the phrase “or other areas of the Sports Complex.”

ARTICLE 13

USER FEES/TAXES; RENT ABATEMENT

Section 13.01 of the Original Lease is replaced by new Section 13.1 of this Amendment and Section 13.02 of the Original Lease is amended by new Section 13.1 and supplemented by new Section 13.2 of this Amendment as follows:

Section 13.1 No User Fees/Taxes; Exception.

Except as provided in this Section 13.1, 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 the parties to this Amendment in their sole discretion. Landlord shall have the right, following completion of the Arrowhead Stadium Expansion and Renovation Plan, to impose:

(a) a parking user fee (the “**Parking User Fee**”) in an amount equal to \$1.00 per vehicle and collected by Tenant for admission to the Parking Lots for Tenant events at the Sports Complex; and

(b) a ticket user fee (the “**Ticket User Fee**”) in the amount of \$1.00 per ticket for each of Tenant’s events at the Sports Complex.

Any such Parking User Fees and Ticket User Fees shall be collected by Tenant acting solely as collection agent for Landlord, without administrative charge or fee, and shall be remitted at least monthly by Tenant to Landlord for deposit as hereinafter provided: all Parking User Fees shall be deposited into the Football Stadium RMMO Fund; the first \$250,000 of Ticket User Fees shall be deposited into JCSCA general fund for its administrative costs (with three percent (3%) annual increases); the next \$250,000 shall be deposited into the Common Areas RMMO Fund (with three percent (3%) annual increases); the remainder shall be deposited into the Football Stadium RMMO Fund. Tenant’s RMMO Fund shall be used for repair, maintenance and replacement obligations of Tenant at the Stadium and Tenant’s Exclusive Leased Premises which are owned by the County. Section 13.02 of the Original Lease is hereby amended to remove from its prohibition the Parking User Fee and the Ticket User Fee permitted under this Section 13.1. 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. Ticket and Parking User Fees will not apply to the Super Bowl or other events that events that prohibit such fees so long as Tenant reasonably provides evidence of such prohibition to Landlord. Provided, that in no case shall the funds made available to Landlord by Tenant for its JCSCA administrative costs be less than \$250,000 per year with three percent (3%) annual increases.

Section 13.2 Targeted Taxes.

If any new "Targeted Taxes" (taxes that affect only the Tenant or the Tenant and the Co-tenant or only sports/entertainment enterprises but excluding a Parking User Fee) are imposed during the term of the Amended Lease, as it may be extended, by the City, the County, or the State, Landlord shall first reduce the offset for the fifty percent (50%) share of the JCSCA Administrative Costs and Common Areas costs for Landlord/County's required yearly contribution to the Football Stadium RMMO Fund under Section 10.5.2 of this Amendment 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). If the Targeted Taxes owed by the Tenant exceed the total Tenant offset share of the above-described costs in any Lease Year, the balance shall be rebated by Landlord or the County to Tenant. 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 Arrowhead Stadium or the income received by the Tenant (collectively, "Stadium Operations") shall constitute a Targeted Tax. As used herein, the term "Targeted Taxes" shall mean any tax or exaction that by its terms is uniquely applicable to Stadium Operations 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.

ARTICLE 14

ALL ADVERTISING AND SIGNS

The following provisions are added to ARTICLE XIV [Advertising and Signs] of the Original Lease.

Section 14.1 All Advertising and Signs.

In addition to all other advertising rights as set out in ARTICLE XIV of the Original Lease, during the Lease Term, as it may be extended, Landlord hereby agrees that Tenant has the right to negotiate and receive all compensation for any sale of the right for any person or entity to attach a name or other moniker to the Football Stadium that would alter the name of the stadium as a whole (currently Arrowhead Stadium) (the "Football Stadium Naming Rights") as part of such advertising rights. The foregoing includes Tenant's right to sell the sponsorship or naming of individual areas, components and elements of the Leased Premises or the Football Stadium or Tenant's practice or other facilities therein including, but not limited to, billboards, the structure now known as the "Maintenance Building-Pavilion", entrances or admission gates, tents on asphalt aprons, the Stadium field, the practice fields, concourse columns, walls, scoreboards, suites, boxes and office administration building, if any.

ARTICLE 15

CONFLICTS AND ARBITRATION

Section 15.1 No modifications are made to ARTICLE XV of the Original Lease.

ARTICLE 16

SPORTS COMPLEX SECURITY

Section 16.01 [Stadium Security] of the Original Lease is replaced by new Sections 16.1 and 16.2 below.

Section 16.1 Football Stadium/Events Security by Tenant.

16.1.1 Subject to Landlord's timely payment when due of the RMMO Fee, and Landlord/County's Football Stadium RMMO Fund Required Deposits, pursuant to Section 4(E) of the Management Contract, during the term of the Amended Lease, as it may be extended, Tenant, at its cost and expense, will provide such permanent security guards and night watchmen and event day security personnel (for the Leased Premises and all Common Areas) as may be necessary in order to provide twenty-four hour per day, year-round protection and security for the Leased Premises, including the Football Stadium.

16.1.2 It is understood that nothing in the Amended Lease will relieve the County and the City from any responsibility they may otherwise have to provide necessary law enforcement officers, at no additional cost to Landlord or Tenant, for security purposes within the Sports Complex areas, or to provide the necessary officers required for traffic control and direction, during the times the Football Stadium or other parts of the Leased Premises are in use for events scheduled by Tenant, its licensees or sublessees. Tenant agrees to admit to any event exhibited by it, free of charge but without seat assignment, all police or highway patrol officers assigned by the County, the City or the State to the Football Stadium or other parts of the Leased Premises for security, safety, traffic control or other related purposes.

Section 16.2 Common Areas; Civic/Charitable Events Security by Landlord.

16.2.1 During the term of the Amended Lease, as it may be extended, Tenant and Co-tenant shall be responsible at each's cost and expense, to provide such permanent security guards and night watchmen as may be necessary in order to provide twenty-four hour per day, year round protection and security for the Common Areas of the Sports Complex, including the Parking Lots.

16.2.2 During the term of the Amended Lease, as it may be extended, Landlord at its cost and expense, will provide event day security personnel and other security

measures as are reasonable and necessary for any civic or charitable events at the Football Stadium described in ARTICLE VIII of the Original Lease.

ARTICLE 17

INSURANCE

Section 17.1 Landlord to Provide Casualty Insurance on Football Stadium; Terrorism Insurance.

The following is added to Section 17.01 of the Original Lease. To the extent commercially obtainable at an annual premium of no more than \$150,000 for the Sports Complex, subject to CPI increases (unless Tenant elects in its sole discretion to pay any premium in excess of said amount), Landlord/County shall include "acts of terrorism" or similar coverage in the "all risk" casualty insurance required to be carried for the Leased Premises, including the Football Stadium structure, the playing field and scoreboards, Tenant's practice fields and facilities, any improvements or betterments thereto at any time made by Tenant or Landlord/County, including all new structures and facilities resulting from the Arrowhead Stadium Expansion and Renovation Plan.

Section 17.2 Tenant to Provide Liability Insurance; Amounts Subject to CPI.

Section 4(F) [Insurance] of the Management Contract and Section 17.04(A)(i) of the Original Lease are hereby modified 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 which may be covered by either primary or umbrella or excess policies or any combination thereof and which shall be subject to increase, at Landlord's option, from time to time, to amounts then being carried by tenants in comparable leased facilities or venues as reasonably determined by an independent insurance consultant retained by Landlord at its cost. 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 Amended 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 Arrowhead Stadium.

ARTICLE 18

INDEMNIFICATION

Section 18.1 No modifications are made to ARTICLE XVIII of the Original Lease.

ARTICLE 19

OBLIGATION TO RESTORE CASUALTY DAMAGE

Section 19.1 Landlord to Restore.

19.1.1 Landlord's obligation to proceed promptly with restoration under Section 19.01(B) of the Original Lease shall be subject to reasonable delays due to force majeure as well as adjustment of insurance, provided that this Section 19.1 shall not lengthen the 24 month period set out in Section 19.01(D) of the Original Lease.

19.1.2 Section 19.01(A) of the Original Lease is hereby amended to read as follows:

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

ARTICLE 20

FORCE MAJEURE

Section 20.1 Force Majeure; Addition of Acts of Terrorism.

Section 20.01(A) of the Original Lease and Section 6(A) of the Management Contract are hereby amended to add the phrase “acts of terrorism” to the definitions of “**Force Majeure**” or “**force majeure**” events described therein. Further, the word “substantially” is added before the phrase to “the condition which existed immediately preceding such event” in Section 20.01(D) of the Original Lease.

ARTICLE 21

EMINENT DOMAIN

Section 21.1 No modifications are made to ARTICLE XXI of the Original Lease.

ARTICLE 22

TENANT'S REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS

Section 22.1 Tenant's Representations, Warranties and Covenants.

Section 22.01 of the Original Lease and subpart (A) are hereby modified to provide that: "During the term of the Amended Lease and any extension thereof, Tenant hereby represents, warrants and/or covenants and agrees that:

(A) it shall maintain and preserve its membership in the National Football League in good standing."

ARTICLE 23

LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section 23.1 There are no modifications to ARTICLE XXIII of the Original Lease.

ARTICLE 24

RIGHT OF ENTRY AND INSPECTION

Section 24.01 of the Original Lease is replaced with the following new Section 24.1.

Section 24.1 Right of Entry and Inspection; Emergency Repairs.

County and Landlord and their agents and representatives shall, at all reasonable times during the term hereof (but not on event days except by prior written approval of Tenant which shall not be unreasonably withheld and except that no prior notice or approval shall be required for Emergency Repairs), have the right to enter into and upon any and all parts of the Sports Complex for the purpose of examining the same for any legitimate reason related to the obligations of the parties to the Amended Lease.

ARTICLE 25

QUIET ENJOYMENT

Section 25.1 There are no modifications to ARTICLE XXV of the Original Lease.

ARTICLE 26

PERMITS; LAW COMPLIANCE

Section 26.1 There are no modifications to ARTICLE XXVI of the Original Lease.

ARTICLE 27

DEFAULTS AND REMEDIES

The following provisions are added to ARTICLE XXVII [Defaults and Remedies] of the Original Lease.

Section 27.1 Tenant's Defaults and Landlord's Remedies.

27.1.1 An “**event of default**” by Tenant as defined in Section 27.01 of the Original Lease shall also include Tenant defaults in the performance or observance of any term, covenant, condition or provision of the Arrowhead Stadium Development Agreement, subject to the same notice, cure and other provisions as if such default were under the Amended Lease.

27.1.2 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 the Arrowhead Expansion and Renovation Plan New Bond debt service, and (b) the repayment of local and state government contributions to said Plan.

27.1.3 Upon the occurrence of an event of default by Tenant after any required notice and expiration of any applicable grace or cure period as described in Section 27.01 of the Original Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) exercise self-help and perform the same for the account and at the expense of Tenant. The amount of any cost or expense reasonably incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, as well as the cost of any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered as aforesaid, shall be paid by Tenant within thirty (30) days after written demand therefor by Landlord and/or Landlord may set off and apply the same against any monetary obligation of Landlord due under this Lease, including the RMMO Fee. Further, Landlord or the County may reasonably perform

Emergency Repairs for any Tenant obligations without prior notice to Tenant and the giving of the opportunity to cure. In such case, Tenant shall not be considered in default but Landlord will be entitled to reimbursement for such costs or set-off rights under this Section 27.1.3.

Section 27.2 Landlord's Default and Tenant's Remedies.

27.2.1 An "event of default" by Landlord as defined in Section 27.02 of the Original Lease shall also include Landlord defaults in the performance or observance of any term, covenant, condition or provision of the Arrowhead Stadium Development Agreement subject to the same notice, cure and other provisions as if such default were under the Amended Lease.

27.2.2 Section 27.02(A)(iii) [Landlord responsibility for Master Plan] of the Original Lease is hereby deleted effective upon the Commencement Date of the Amended Lease.

27.2.3 The following is added to Tenant's self-help rights under Section 27.02(D) of the Original Lease. Further, Tenant may exercise self-help and reasonably perform Emergency Repairs for any Landlord obligations without prior notice to Landlord and the giving of the opportunity to cure. In such case, Landlord shall not be considered in default but Tenant shall be entitled to reimbursement for such costs or set-off rights under this part.

27.2.4 Section 27.02(A) of the Original Lease is hereby amended by adding thereto a new Subsection (v) as follows so that it shall be an additional event of default by Landlord if:

"(v) at any time during the Term of this Amendment, as it may be extended, the amount deposited by Landlord/County in any Lease Year into the Football Stadium RMMO Fund based on Existing Local/State Sports Complex Revenues is less than the required amount as calculated under Section 10.5.2(ii) (A) of this Amendment. Provided, however, that in the event of a default by Landlord under this Subsection (v), Landlord's cure period shall be one hundred and twenty (120) days rather than thirty (30) days."

Section 27.3 Payment/Performance Under Protest.

If at any time a dispute shall arise as to any amount of sum of money to be paid by one party (which term in this Section 27.3 shall include the County) to the other party under the provisions of the Amended Lease, the Management Contract or the Arrowhead Stadium Development Agreement, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute permitted actions for the recovery of such sum, and if it shall be finally determined (by court action, party agreement or otherwise) that there was no legal obligation on the part of said party

to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of the Amended Lease, the Management Contract or the Arrowhead Stadium Development Agreement, together with interest thereon at the Prime Rate. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions of the Amended Lease, the Management Contract or the Arrowhead Stadium Development Agreement, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as voluntary performance and there shall survive the right on the part of said party to institute permitted actions for the recovery of the cost of such work, and if it shall be finally determined (by court action, party agreement or otherwise) that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of the Amended Lease, the Management Contract or the Arrowhead Stadium Development Agreement, together with interest thereon at the Prime Rate.

Section 27.4 Default Rate of Interest.

Wherever in the Original Lease or Management Contract a default rate of interest of ten percent (10%) or other rate is provided, such provision is hereby replaced with the "Default Rate" defined below in Section 34.2.

ARTICLE 28

WAIVER OF PERSONAL LIABILITY

Section 28.1 No modifications are made to ARTICLE XXVIII of the Original Lease.

ARTICLE 29

TENANT AN INDEPENDENT CONTRACTOR

Section 29.1 No modifications are made to ARTICLE XXIX of the Original Lease.

ARTICLE 30

ENTIRE "AMENDMENT" AGREEMENT; AMENDMENT; NO WAIVER

Except for the following additions for this Amendment instrument, no modifications are made to Article XXX of the Original Lease.

Section 30.1 Entire "Amendment" Agreement; Amendment.

This Amendment (including all exhibits, plans, specifications, agreements, contracts and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations

of Tenant and Landlord/County with respect to the Amended Lease for the Sports Complex hereunder to be fully operational and effective upon the Commencement Date after the satisfaction or waiver of the Amended Lease Contingencies described in Section 1.3. Neither Tenant nor Landlord has made or is making, and neither Tenant nor Landlord in executing and delivering this Amendment, is relying upon, any warranties, representations, promises or statements by any official, agent or employee of Tenant or Landlord, except to the extent that the same may expressly be set forth in this Amendment or in said exhibits, plans, specifications, agreements, contracts and other documents and matters annexed to or made a part of this Amendment by reference, including the Arrowhead Stadium Development Agreement. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Amendment, and the consent and agreement of the County. Upon becoming fully operational and effective on the Commencement Date, if any, this Amendment becomes a part of and amends and modifies the existing Original Lease and the existing Management Contract, each as subsequently amended, including without limitation the 2005 MOU, each between Landlord and Tenant with respect to the subject matters hereof.

Section 30.2 No Waiver of Amendment Terms.

The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Amendment or to exercise any election or option herein or therein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Tenant or Landlord of any covenant, agreement, term, provision, condition or option of this Amendment or the Arrowhead Stadium Development Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of Landlord or by an officer of Tenant.

ARTICLE 31

ASSIGNMENT

The following provision is added to ARTICLE XXXI [Assignment] of the Original Lease.

Section 31.1 Landlord Assignment.

31.1.1 The Amended Lease may not be assigned or transferred by Landlord, except to the County, or except as part of a “collateral assignment” in connection with any Landlord and/or County financing for the Sports Complex, without the prior written consent of Tenant, which consent may be given or withheld in Tenant’s sole business discretion.

ARTICLE 32

CONSENTS

Section 32.1 No modifications are made to ARTICLE XXXII of the Original Lease.

ARTICLE 33

NOTICES

Article XXXIII [Notices] of the Original Lease is replaced by the following new Sections 33.1 -33.5.

Section 33.1 Notices Generally.

Where any provision is made in this Lease for the giving of a notice or the making of a demand, such notice or demand (hereinafter in this Article collectively called a “notice”) shall be in writing and shall be served as provided in this Article (except that if any express provision for the giving of any notice set forth elsewhere in this Lease conflicts with any provision of this Article, such other express provision shall govern). Notices sent by a party’s counsel, or the County’s counsel, shall be deemed notices sent by such party or the County, as the case may be.

Section 33.2 Notices to Landlord.

All notices to Landlord under this Lease shall be either delivered personally in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight delivery service, addressed to Landlord as follows:

Jackson County Sports Complex Authority
8501 Stadium Drive, Four Arrowhead Drive
Kansas City, Missouri 64129
Attn: Chairperson

and with a copy to its Counsel:

White Goss Bowers March Schulte & Weisenfels, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538
Attn: Mike T. White, Esq.

and with a copy to:

Jackson County, Missouri
415 East 12th Street
Kansas City, Missouri 64106
Attn: Office of the County Counselor.

or at such other address or addresses as may from time to time hereafter be designated by Landlord (or by Landlord's Counsel or by the County for its address) to Tenant by notice.

Section 33.3 Notices to Tenant.

All notices to Tenant under this Lease shall be either personally delivered in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight delivery service, addressed to Tenant as follows:

Kansas City Chiefs Football Club, Inc.
One Arrowhead Drive
Kansas City, Missouri 64129
Attn: Chairman of the Board

and

Kansas City Chiefs Football Club, Inc.
1528 Commerce Bank Building
1000 Walnut Street
Kansas City, Missouri 64106
Attn: Vice Chairman

and

Kansas City Chiefs Football Club, Inc.
One Arrowhead Drive
Kansas City, Missouri 64129
Attn: President, Chief Operating Officer and General Manager

and with a copy to its Counsel:

Seigfreid, Bingham, Levy, Selzer & Gee, P.C.
2800 Commerce Tower, 911 Main Street
Kansas City, Missouri 64105
Attn: Kenneth W. Spain, Esq.

or at such other address or addresses as may from time to time hereafter be designated by Tenant (or by Tenant's Counsel for its address) to Landlord by notice.

Section 33.4 Payments by Tenant.

Until otherwise notified in writing by Landlord, Tenant shall pay all monies required to be paid by Tenant under this Lease, by check payable to the order of Landlord and shall deliver the same to the management office of Landlord first listed above in Section 33.2, or by wire transfer to Landlord's bank, as Landlord may from time-to-time direct . Any payments to be

made to the County hereunder shall be done in the same manner except to such location or bank as County may by notice from time-to-time direct.

Section 33.5 Effective Time of Notices.

All notices delivered personally, or sent by a recognized overnight delivery service, shall, for all purposes, be deemed to have been given and served when so delivered. All mailed notices shall be deemed to have been given and served three (3) days after being deposited in the United States mail in the manner prescribed in the Sections set out above.

ARTICLE 34

DEFINITIONS; MISCELLANEOUS

Section 34.1 Co-tenant Lease Amendment.

34.1.1 Landlord and Co-tenant are negotiating an amendment (the "Co-tenant Lease Amendment") to the existing lease between Landlord and Co-tenant (the "Co-tenant Lease"). Landlord hereby agrees that it will deliver to Tenant a fully executed copy of the Co-tenant Lease Amendment, with all exhibits and attachments completed and attached, and that this Amendment shall be subject to the review and approval of the Co-tenant Lease Amendment by Tenant in its sole and subjective discretion; provided however, for purposes of this Section, Tenant shall be deemed to have approved the Co-tenant Lease Amendment upon execution of this Amendment.

34.1.2 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 Baseball Stadium or the existing or any new master plan relating to the Baseball 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 Baseball Stadium or the existing or any new master plan relating to the Baseball 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 Baseball Stadium or the existing or any new master plan relating to the Baseball Stadium, such agreement shall be deemed an agreement subject to the provisions of this Section 34.1 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 34.1. For purposes of this Section 34.1, 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.

34.1.3 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.

34.1.4 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 34.1.2 hereof nor the provisions of Section 34.01 of the Original Lease shall be applicable to such additional public funding.

Section 34.2 Certain Definitions.

In addition to other defined terms set out in the Original Lease, the following words and phrases shall have the indicated meanings when used in this Amendment for the Amended Lease and in interpreting and applying the Original Lease and Management Contract unless otherwise indicated:

"Affiliate" of a specified person or entity means any natural person, sole proprietorship, corporation, partnership, limited liability company, joint venture or other Person which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The term **"control"** means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"Annual Increases" [or **"Yearly Increases"**] shall mean when referred to in the Amended Lease with respect to a three percent (3%), or other percentage amount, a cumulative increase unless otherwise stated. That is, the percentage shall be applied to the then Lease Year or other amount in question as previously increased and not the original amount.

"Applicable Laws" shall mean any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, resolution,

order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, enacted, adopted, promulgated, entered, or issued. The term Applicable Laws and applicable laws shall expressly include, without limiting the generality of the foregoing sentence, all applicable bidding, employment, zoning and land use requirements and regulations.

“Arrowhead Stadium Development Agreement” shall mean that certain Development Agreement between the Landlord and/or County and Tenant for implementation of the Arrowhead Stadium Expansion and Renovation Plan.

“Arrowhead Stadium Expansion and Renovation Plan” shall mean those major expansion, renovations and improvements projects for Arrowhead Stadium and certain other parts of the Leased Premises and Sports Complex, including, if done, the Rolling Roof Component and the Updated Shared Complex/Central Services Facility Component described in Section 3.3 and **Exhibit F** and more fully described in the Arrowhead Stadium Development Agreement and Exhibits thereto.

“Business Day” shall mean any day other than a Saturday, Sunday or legal or bank holiday recognized by national banks in Kansas City, Missouri. If any time period set forth in this Lease expires on other than a business day, such period shall be extended to and through the next succeeding business day.

“Capital Improvements” shall be those types of improvements of a more permanent or long term nature defined as capital expenditures by GAAP.

“City” shall mean the City of Kansas City, Missouri.

“Common Areas” shall mean the Parking Lots, the Stadium Plaza, the Central Services Facility (to the extent not updated/modified/added to and made a part of Tenant’s and/or Co-tenant’s Exclusive Use Property), circulation and access roads, and any other areas of the Sports Complex jointly used by Tenant and Co-tenant.

“Common Areas Cost Sharing Agreement” shall mean that certain “Agreement” dated November 1, 1975 (and any amendment, extension or replacement thereof) pursuant to which Co-tenant and Tenant agree to share responsibility for utility, operation, maintenance, repair, security or other cost items for certain parts of the Common Areas at the Sports Complex.

“Commencement Date” shall have the meaning set forth in **Section 1.3**.

“County” or **“Jackson County”** shall mean Jackson County in its capacity as a political subdivision of the State of Missouri unless the context indicates that the geographical area of Jackson County, Missouri is intended.

“CPI Increases” shall mean increases, calculated from the beginning date in question to the ending date in question (or if no such dates are specified, over the immediately preceding twelve (12) months), in the index known as the United States Department of Labor, Bureau of

Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All Items (1982-84 = 100) (the “CPI”) or the successor index reasonably selected by the parties that most closely approximates the CPI.

“**Damages**” shall mean any loss, liability, claim, damage (including incidental and consequential damages) and expense (including costs of investigation and defense and reasonable attorneys’ fees), whether the action is for money damages, or otherwise at law, or for equitable or declaratory relief.

“**Default Rate**” shall mean the lesser of (a) three percent (3%) above the Prime Rate or (b) the highest interest rate per annum permitted by Applicable Law.

“**Emergency Repairs**” shall mean those repairs, or other repairs, maintenance or improvements, which, if not immediately made, would endanger the health and safety of any one or more persons working in or attending an event at the Sports Complex, would cause imminent damage to any significant component of the Football Stadium, or would render the Football Stadium, or any material portion of its mechanical, electrical or plumbing or other systems or other significant component thereof, unusable for previously scheduled events.

“**Existing Bonds**” shall mean the County Series 1998 and County Series 2001 issued and sold by the County for certain improvements at the Sports Complex which are presently scheduled to be retired in approximately 2021.

“**Existing Local/State Sports Complex Revenues**” shall mean: (i) the part of the Jackson County property tax levy enacted in 1990 to benefit the Sports Complex (approximately \$3.5 million per year with most committed to County Series 1998 and County Series 2001 Bonds through [2020]), (ii) the amount paid annually (currently \$2 Million Dollars), subject to annual appropriation, by the City of Kansas City, Missouri for the benefit of the Sports Complex, and (iii) the amount paid annually (currently \$3 Million Dollars) by the State of Missouri pursuant to Mo. Rev. Stat. 67.641 for the benefit of the Sports Complex.

“**First Class NFL Manner**” shall mean that the cleaning, maintenance, repair or other improvement obligation in question shall be performed in a safe and first-class manner and in accordance with all Applicable Laws, and in a manner that is consistent with the performance standards of NFL facilities.

“**Football Stadium RMMO Fund**” shall mean the Repair, Maintenance, Management and Operations Fund described in Section 10.5.

“**Franchise**” means the Kansas City Chiefs National Football League franchise.

“**GAAP**” shall mean generally accepted accounting principles, as recognized from time to time by the Financial Accounting Standards Board or as successor(s) in function.

“**Governmental Authority**” shall mean any national, federal, state, local or other government or political subdivision or any agency, authority, board, department or

instrumentality thereof, or any court, arbitrator (to the extent required or permitted by the terms of this Lease) or tribunal having jurisdiction over the Leased Premises or the Sports Complex.

“JCSCA Administrative Costs” shall mean Landlord’s reasonable costs and expenses incurred in carrying out its operations and administering and overseeing all its responsibilities for the Sports Complex but excluding any insurance carried by either the County or Landlord with respect to the Sports Complex or its operations, (including D&O insurance for Landlord).

“Landlord/County” shall refer to a joint obligation or joint right of, or determination to be made by, or with respect to, both Landlord and the County, as the context indicates.

“Luxury Suites” or **“Suites”** shall mean the private and/or party suites for Tenant’s fans and other invitees located or to be located in the Football Stadium part of the Leased Premises, the exact number of which will be in the discretion of Tenant subject to any required alteration approvals by Landlord.

“New Bonds” shall mean those approximately \$425 Million in bonds to be issued and sold by Landlord or the County based on the New County Sales Tax to finance Landlord/County’s part of the Arrowhead/Kauffman Expansion and Renovation Plans and part of Landlord/County’s contributions to the Football/Baseball RMMO Funds to fund Tenant’s obligation under the Updated Master Plan.

“New Bonds Documents” shall mean the Trust Indenture and all other documents and instruments securing the New Bonds.

“New MO State Revenues” shall mean any not presently existing proceeds received by Landlord and/or County from the State of Missouri, or any department or division thereof, for use at the Sports Complex, including any funds from the so-called Athletes and Entertainers Tax or from Missouri State Tax Credits except those Tax Credits the proceeds or revenues from which are to be used for the Arrowhead/Kauffman Stadium Expansion and Renovation Plans.

“NFL” shall mean the National Football League, or any successor or similar association or organization of which Tenant is a member or joint owner, and which engages in professional football in a manner comparable to the National Football League.

“On market terms” shall mean terms that would be obtained between unaffiliated third persons negotiating on an arm’s length basis, with neither party under any particular compulsion to enter into the transaction in question.

“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.

“Person” shall mean any natural person, sole proprietorship, partnership, corporation, limited liability company, trust, joint venture, unincorporated organization or other entity, including any Governmental Authority.

“Prime Rate” shall mean the “prime rate” of interest announced from time to time by the then largest Bank doing business from an office in Kansas City, Missouri (measured by total U.S. deposits) as its then “prime rate” or “preferred borrower rate” or similar rate on loans to commercial borrowers of high credit standing.

“RMMO Fee” shall mean the fee payable annually by Landlord to Tenant described in Section 11.1

“Relocation” or **“Relocate”** shall refer to the act, or attempt, by Tenant, to move its NFL Franchise (or franchise in any new or successor league) from the Leased Premises, whether to

another city, county or location, at any time during the Amended Lease Term as it may be extended, providing Landlord is not then in default thereunder.

“Rolling Roof” shall mean that super-structure part, if any, of the Arrowhead and Kauffman Stadium Expansion and Renovation Plans which may be more fully described in the Arrowhead and Kauffman Stadium Development Agreements, or in any later amendments to such Agreements, or separate later agreements, which, subject to satisfaction of certain financing contingencies and approvals by Tenant and Co-tenant, may be constructed and added to the Sports Complex to protect events at the Football Stadium and/or the Baseball Stadium and/or Lot M/Stadium Plaza and/or other areas against inclement weather.

“Stadium Club” shall mean that part of the Leased Premises known by such or similar name and used by Tenant for entertainment of fans and other invitees.

“State” shall mean the State of Missouri.

Section 34.3 Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.

Each party, and the County, agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party, or the County, to carry out the provisions of the Amended Lease. Except where expressly stated to be in a party's, or the County's, sole discretion, or where it is stated that a party, or the County, has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in the Amended Lease that a party, or the County, must give its consent or approval to actions or inactions by the other party or the County or a third person in connection with the Amended Lease, unless otherwise required by Applicable Laws, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party, or the County, in the course of performing and administering the Amended Lease be unreasonably made. The parties, and the County, each also agree to cooperate with and reasonably assist each other in good faith in carrying out the provisions of the Amended Lease. If no time period is set hereunder for a party, or the County, to approve or consent to an action or inaction by the other party, or the County, or a third person, such approval shall be given or affirmatively withheld in writing within thirty (30) days after it is requested in writing or it shall be deemed given.

Section 34.4 No Third Party Beneficiaries.

This Amendment and the Amended Lease are made and entered into for the sole protection and benefit of Landlord and Tenant and the County and their successors and permitted assigns. No other Person shall have or acquire any right or action based upon any provisions of this Amendment and the Amended Lease except as otherwise specifically provided herein.

Section 34.5 County Consent and Agreement Required.

Landlord and Tenant acknowledge that simultaneously with the execution of this Amendment, or as soon as possible thereafter, they and the County must enter into the County Consent and Agreement in the form thereof annexed to this Amendment and that Tenant would not enter into this Amendment but for the inducements therein contained and the effectiveness of this Amendment is conditioned thereon.

Section 34.6 Captions and Headings; Recitals and Exhibits.

The captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Amendment or the scope or intent thereof, nor in any way affect this Amendment. The Recitals found at the beginning of this Amendment and its Exhibits (including any attachments or schedules thereto) and any properly adopted amendments, supplements or replacements thereto are incorporated herein by reference and are important and material parts of this Amendment. If any of the Exhibits required hereunder are not available or completed upon the execution of this Amendment, the validity of this Amendment shall not be affected thereby and the parties agree to use their reasonable best efforts to obtain or complete and reasonably agree to such Exhibits as soon as possible after the execution of this Amendment and attach the same to their respective copies of this Amendment.

Section 34.7 Severability.

In the event any provision of this Amendment, other than the Arrowhead Stadium Expansion and Renovation Plan or any other material benefits bargained for under this Amendment, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 34.8 Execution in Counterparts.

This Amendment may be simultaneously executed, or at different times, and in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. And, in proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

Section 34.9 Rules of Construction; No Presumption Against Drafter.

The following rules of construction shall be applicable for all purposes of this Amendment and the Amended Lease, unless the context otherwise requires:

The terms “**hereby**,” “**hereof**,” “**hereto**,” “**herein**,” “**hereunder**” and any similar terms shall refer to this Amendment, and the term “**hereafter**” shall mean after, and the term “**heretofore**” shall mean before, the date of this Amendment.

Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

The terms “**include**,” “**including**” and similar terms shall be construed as if followed by the phrase “without being limited to.”

References to persons or parties include their permitted successors and assigns.

Words and terms which include a number of constituent parts, things or elements, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole.

References to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms.

References to a “**party**” or a “**person**” shall include firms, associations, partnerships, corporations, limited liability companies and other entities, including public bodies and entities, as well as natural persons.

This Amendment has been negotiated at arm’s length and between entities sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Amendment shall be interpreted and construed to achieve the intents and purposes of the parties, and the County, without any presumption against the primary or responsible drafter of any part of this Amendment.

Section 34.10 Survival.

All provisions of this Amendment and the Amended Lease which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond the expiration or termination of this Amendment or the Amended Lease (and the corresponding rights of the other party to enforce or receive the benefit of such obligations or duties), shall survive such expiration or termination.

Section 34.11 Other Agreements; Amendment Controls.

Unless otherwise indicated, all terms used in this Amendment shall have the same meaning as given in the Original Lease or the Management Contract. Unless the context otherwise indicates, all other terms and conditions of the Original Lease or the Management Contract which are the same as or directly related to the revised terms and conditions set out in this Amendment are similarly modified to be consistent with this Amendment. All other terms and conditions of the Original Lease or the Management Contract and any related documents shall remain unchanged and in full force and effect. In the event of any conflict between this

Amendment and the Original Lease or the Management Contract, this Amendment shall control. This Amendment shall be a part of the Original Lease as if originally set out therein.

Section 34.12 NFL Approval.

34.12.1 This Amendment shall be subject to the approval of the National Football League. If not previously obtained, Tenant shall use its reasonable best efforts to obtain such NFL approval as soon as reasonably possible after the execution of this Amendment by the parties and consent by the County.

34.12.2 Subject to the proviso below, notwithstanding any other provision of the Amended Lease, the Amended 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 "NFL Documents"): (i) any present or future agreements entered into by, or on behalf of, the NFL or any of the entities or affiliates or the member NFL Clubs acting collectively, including, without limitation, agreements entered into pursuant to the NFL Constitution and Bylaws; or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner of the NFL. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media or any other media rights are conferred by the Amended Lease, except as may be specifically approved in writing by Tenant or the NFL. Provided, however, that Tenant hereby warrants and represents that none of the NFL Documents now, or in the future will, materially conflict with the Amended Lease, nor materially diminish any of Tenant's obligations, or materially impair any of Landlord's or County's rights, under the Amended Lease, and in the case of any such material conflict, prejudice or diminution, the Amended Lease provisions shall control and continue to be applicable and binding on Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed in their respective corporate names and attested by their duly authorized officers and their respective corporate seals to be hereunto affixed, as of the date first written above.

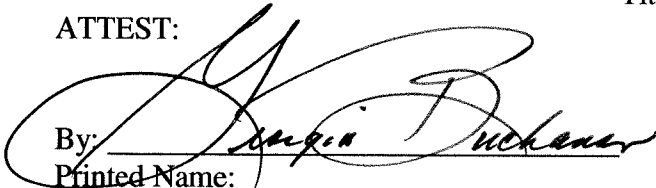
**THE ORIGINAL LEASE CONTAINS A BINDING ARBITRATION PROVISION
(IN SECTION 15.02) WHICH MAY BE ENFORCED BY THE PARTIES.**

**JACKSON COUNTY SPORTS COMPLEX
AUTHORITY**

(Seal)

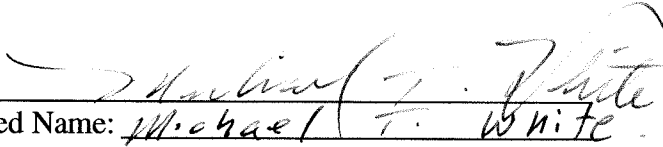
By: 
Printed Name: Michael Smith
Title: Vice-Chairman

ATTEST:

By: 
Printed Name: Angela Duckener
Title: Secretary

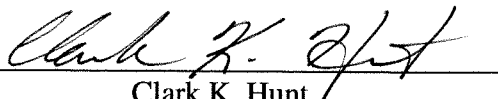
APPROVED AS TO FORM:

White Goss Bowers March Schulte & Weisenfels P.C.

By: 
Printed Name: Michael F. White
Title: Counsel to the Authority

**KANSAS CITY CHIEFS FOOTBALL CLUB,
INC.**

By: 
Title: Lamar Hunt
Founder

By: 
Title: Clark K. Hunt
Chairman of the Board

COUNTY CONSENT AND AGREEMENT

In order to induce Tenant named above to enter into the foregoing 2006 Lease Amendment (KC Chiefs) to which this instrument is annexed (the "**Amended Lease**"), and in consideration therefor, JACKSON COUNTY, MISSOURI (the "**County**") as of JANUARY 24 ____, 2006 consents, represents, warrants and agrees as follows:

1. The County hereby consents to and approves of the foregoing Amended Lease referred to therein and agrees that:

A. Landlord has the right under the County Master Lease referred to in the Original Lease described therein to enter into the Amended Lease upon the terms, covenants, provisions and conditions therein contained and for the duration thereof with respect to the rights, easements and interests in the premises granted to Tenant therein and to grant to Tenant such rights, easements and interests.

B. No act which Landlord or Tenant is required or permitted to do under the terms of the Amended Lease shall constitute a default under the County Master Lease.

C. The County accepts the obligations imposed upon it in the Amended Lease and the Arrowhead Stadium Development Agreement referred to therein, when executed, and agrees to fulfill such obligations as an inducement to Tenant to enter into the Amended Lease, and the County recognizes that Tenant shall only be required to perform the obligations imposed upon it by the Amended Lease and the Arrowhead Stadium Development Agreement referred to therein, when executed.

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

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

B. Nor shall Tenant's possession thereof under the Amended Lease be adversely affected in any way by reason of any default by the Co-tenant (the Kansas City Royals Baseball Corporation; the "**Royals**") under the Co-tenant's Lease referred to therein (which term shall include any new or replacement lease, or amended lease, Landlord shall enter into with the Royals), or by reason of any action taken by Landlord as landlord with respect to any default of the Co-tenant under the Co-tenant's Lease.

C. In the event of termination or cancellation of the County Master Lease, the possession by Tenant of the rights, easements and interests in the premises granted to Tenant under the Amended Lease will be fully recognized and protected by the County and the County will assume and perform all of the obligations set forth in the Amended Lease on the part of

Landlord thereunder with the same force and effect as if the County was originally named as Landlord in the Lease, 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 Master Lease and the Amended Lease/Original Lease and the Co-tenant's Lease.

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

5. The foregoing provisions of this County Consent and Agreement shall be deemed to be covenants running with the land described in the Amended Lease of which Tenant's leasehold estate is a part and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and permitted 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
Katheryn Shields
Title: County Executive

ATTEST:

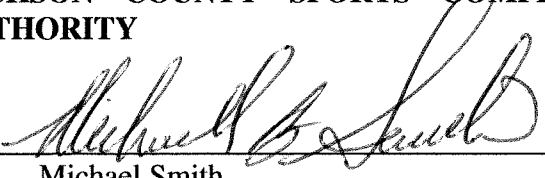
By: Mary Jo Spino
Printed Name: Mary Jo Spino
Title: Clerk of the County Legislature

APPROVED AS TO FORM:

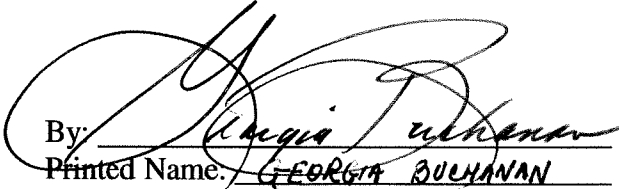
Edward B. Rucker
Edward B. Rucker
County Counselor

**JACKSON COUNTY SPORTS COMPLEX
AUTHORITY**

(Seal)

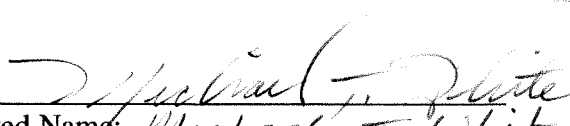
By: 
Michael Smith
Title: Chairman

ATTEST:

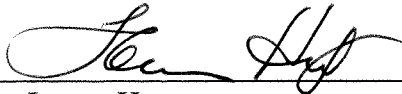
By: 
Printed Name: GEORGIA BUCHANAN
Title: Secretary

APPROVED AS TO FORM:

White Goss Bowers March Schulte & Weisenfels P.C.

By: 
Printed Name: Michael T. White
Title: Counsel.

**KANSAS CITY CHIEFS FOOTBALL CLUB,
INC.**

By: 
Lamar Hunt
Title: Founder

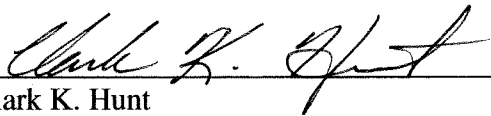
By: 
Clark K. Hunt
Title: Chairman of the Board

EXHIBIT C (Amended)

Updated Depiction of Exclusive and Co-Exclusive Use Property

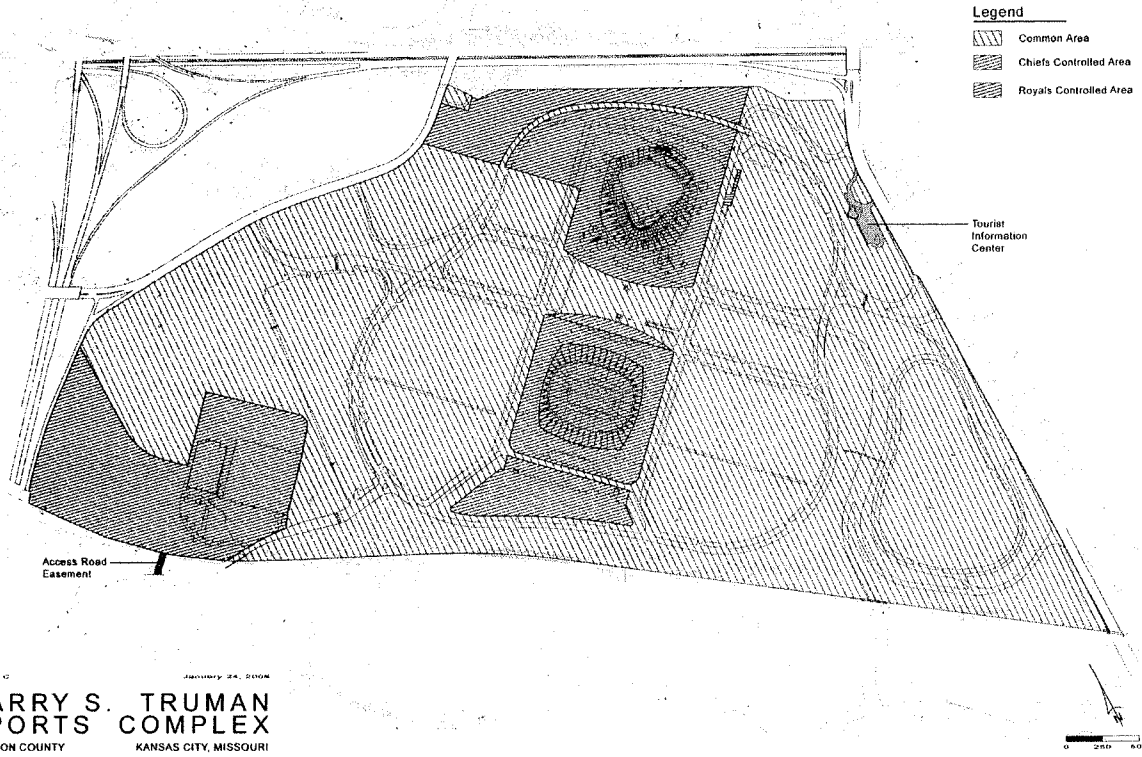
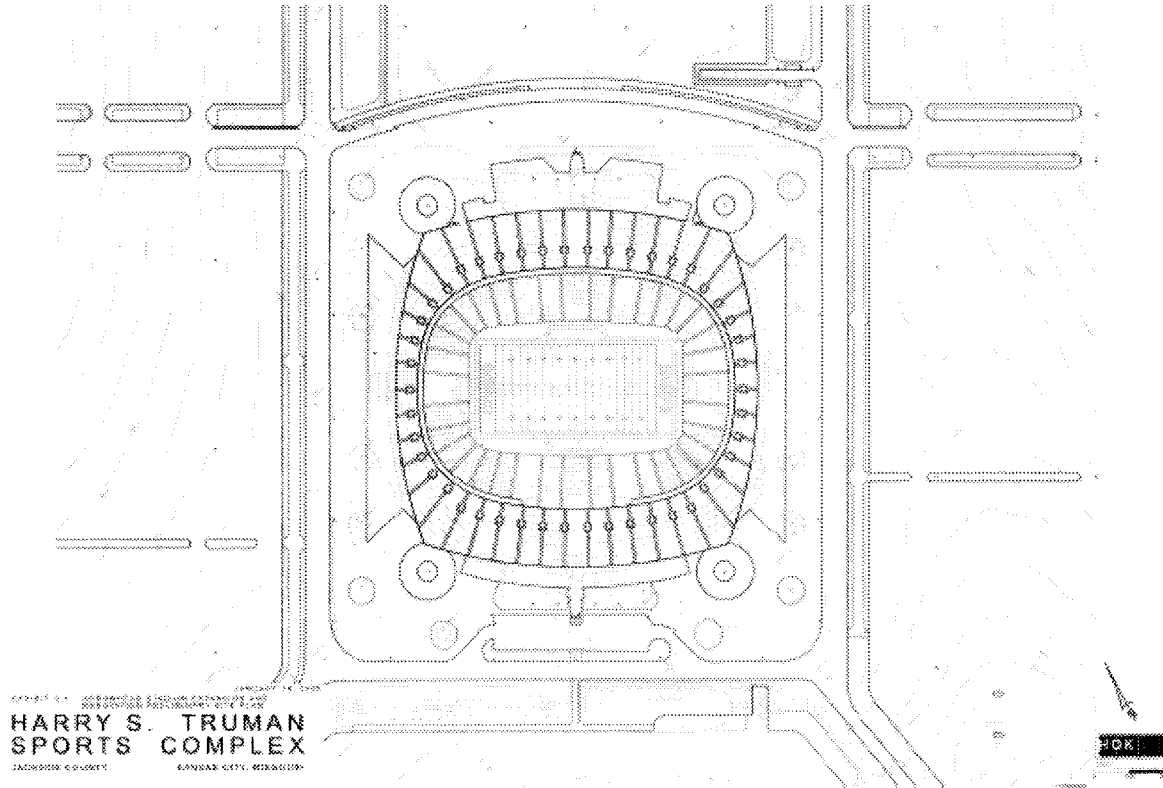


EXHIBIT C-1

**Arrowhead Stadium Expansion
and Renovation Preliminary Site Plan**



HARRY S. TRUMAN
SPORTS COMPLEX

OK

EXHIBIT E

**Projects List for
Arrowhead Stadium Expansion and Renovation Plan
[Subject to Modification and More Detail in Development Agreement]**

**Arrowhead Stadium Expansion
Conceptual Estimate by HOK**

Stadium Expansion Items	Cost
1 Selective Demolition	\$3,250,000
2 Utility Service Upgrade	\$2,417,000
3 Excavation and Foundation	\$8,907,000
4 Structural Frame	\$34,048,000
5 Roofing and Waterproofing	\$4,394,000
6 Exterior Wall	\$14,091,000
7 Interior Finishes	\$42,087,000
8 FF&E	\$4,042,000
9 Scoreboard	\$15,483,000
10 Equipment	\$1,764,000
11 Food Service Equipment	\$10,285,000
12 Seating	\$650,000
13 Vertical Transportation	\$1,837,000
14 Plumbing	\$19,788,000
15 Fire Protection	\$3,108,000
16 HVAC	\$20,326,000
17 Electrical	\$38,216,000
18 Audio Visual	\$7,053,000
19 Plaza and Site	\$7,659,000
20 Service Level-Locker Room Improvements	\$6,134,000
21 Training Facility and Offices – 80,000 sf	\$22,650,000
22 Seat Replacement	\$1,180,000
23 Add Additional Suites	\$15,336,000
24 Kansas City Football Museum	\$6,600,000
25 Specialty Food Outlets	\$6,600,000
26 Team Store	\$3,300,000
27 Commissary & Operations Space	\$9,900,000
28 Retail/Entertainment Circulation and Common Areas	\$13,895,000
Total Project Estimate	\$325,000,000

EXHIBIT F

**Updated Shared Complex/Central Services
Facility Component of Plan**

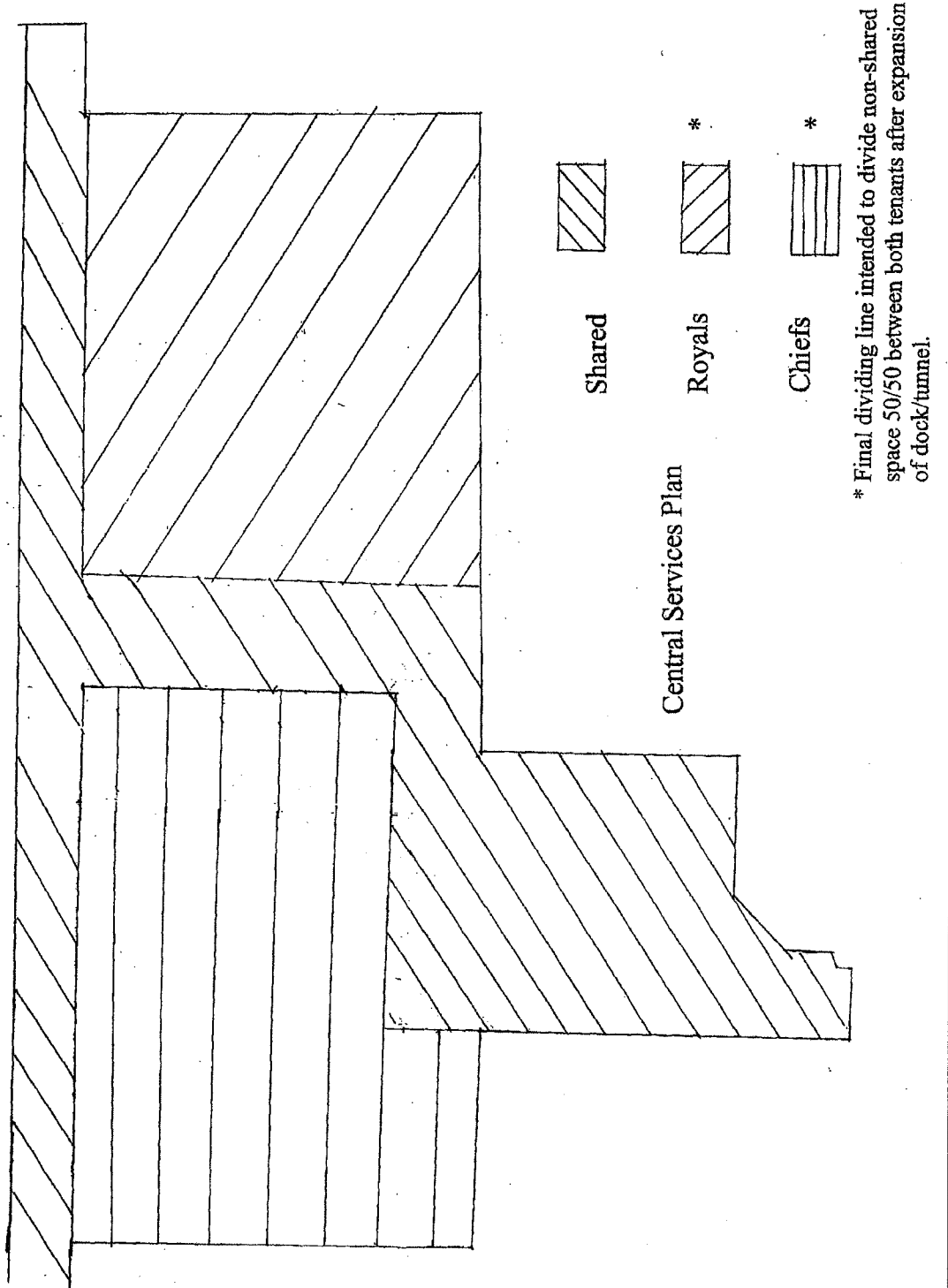


EXHIBIT G

Sports Complex Minority Participation Program

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 CHIEFS FOOTBALL CLUB, INC, a Texas corporation, (the "Chiefs").

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

WHEREAS, as part of the Development Agreement, the Authority and the Chiefs 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 Chiefs, as the party designated in the Development Agreement to develop the Chiefs Project, have agreed , in connection with the design, development and construction of the Chiefs 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 Chiefs 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 Chiefs Project such as the above-mentioned areas and the following:

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,

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

Materials, Supplies and Equipment: fuel, office supplies, and furniture,

Other Items: Subject to any existing collective bargaining agreements to which the Chiefs 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 Chiefs may rely on the certificate issued by the CRO or a similar certifying agency acceptable to the Authority; and

WHEREAS, the Chiefs 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.

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

that the Chiefs shall use all reasonable due diligence to implement the M/WBE Policy and Program. The Chiefs 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 Chiefs to assist the Authority and the Chiefs 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 Chiefs Project so long as such is maintained by the Chiefs at the job site. The general responsibilities for M/WBE Coordinator are generally described on the attached Exhibit "B";

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

that the Chiefs 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 Chiefs 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 Chiefs 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 Chiefs Project;

that notwithstanding any provisions herein to the contrary, the Chiefs, 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 Chiefs prior to the date hereof. Chiefs' agreement to use best faith efforts as set forth herein shall not require Chiefs 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 Chiefs shall have the right to accept the lowest bid only if Chiefs 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 Chiefs 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 Chiefs agree that Chiefs' 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 Chiefs 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 Chiefs' achievement of

the M/WBE Goals. No failure by Chiefs hereunder that results in a failure to achieve the M/WBE Goals shall constitute a Chiefs Default hereunder so long as Chiefs have made good faith efforts to comply with the provisions of this agreement.

An entity shall be considered under the control of the Chiefs if any principal owner or employee of the Chiefs 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 Chiefs shall put in place a process to effectuate the intent embodied herein. As part of this process, the Chiefs 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 Chiefs.

Signed this _____ day of _____, 2006.

**JACKSON COUNTY SPORTS COMPLEX
AUTHORITY**

By: _____
Jim Rowland, Executive Director

ATTEST

Michael T. White, General Counsel

KANSAS CITY CHIEFS FOOTBALL CLUB

By: _____
Clark K. Hunt, Chairman

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 Chiefs 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 Chiefs in furtherance of an M/WBE program to facilitate the effective development of the Chiefs Project.

EXHIBIT H

Updated Master Plan Guidelines for Arrowhead Stadium Repair and Maintenance

Arrowhead Stadium Master Plan 2006-2030 - Exhibit H	
	Frequency of repairs & replacement in years
Flat Roofs	In year 15
Exterior Caulking	Every 5 years
Replace Exterior Doors	In year 20
Exterior Painting	Every 5 years
Interior Finishes	Every 5 years
Scoreboards	In year 15
Concession Equipment	Every 10 years
Field Lighting	Every 5 years
Concrete Repair & replacement	Every 3 years
** Bowl Concrete Repair & Maint.	In 2008/2009
Seats Replacement Suites & Clubs (Bowl)	Every 10 years
Bowl Seat Replacement	In year 15
Mechanical	Every 3 years
Electrical	Every 4 years
Plumbing	Every 5 years
Audio, Visual & Data	Every 5 years
Playing Field & Sub Systems	Every 5 years
Playing Field Replacement	Year 15
Bowl Sound System	Every 10 years
Vertical Transportation	Every 7 years
Overhead Doors	Every 7 years
Pavilion/Maintenance Facility	Year 12
Practice Facility	Every 10 years
Administrative Office Facility	Year 15
Phone system	In year 15
Wayfinding, Graphics & Signage	Every 5 years
Retail & Entertainment Area	
Specialty Food Outlets	Every 10 years
Kansas City Football Museum	Every 10 years
Team Store	Every 5 years
Commissary and Operations Space	Every 7 years
* * Ramp Lighting	In 2009
Miscellaneous Repair & Maint.	Annually
Total	

** Carry over from 2004 Master Plan

EXHIBIT I

RMMO Fund Disbursement Request Form

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/Address	Description of Work/Services*	Request Amount
-------------------------	-------------------------------	----------------

1.	1.	1.
----	----	----

2.	2.	2.
----	----	----

3.	3.	3.
----	----	----

4.	4.	4.
----	----	----

5.	5.	5.
----	----	----

Total this Page \$ _____

*Separate Pages May Be Attached

Page ____ of ____ Total Pages this Attachment I

EXHIBIT J

**Existing Master Plan Items to be Completed
(2006-2009) Pending Completion of Arrowhead
Stadium Expansion and Renovation Plan**

[Chiefs Insert for Landlord/County Review and Approval; May Be Completed and
Inserted Prior to Finalization of Arrowhead Stadium Development Agreement With
Landlord/County Not Required to Expend More Than Presently Available Funds
referred to in Section 1.8 for Both Teams]