

**AMENDED AND RESTATED
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT is made and entered into effective as of the 25 day of September, 2009 (the "Effective Date") by and between Jackson County, Missouri (hereinafter referred to as the "County") and the Jackson County Sports Complex Authority, a body corporate and politic and a political subdivision of the State of Missouri (herein referred to as the "Authority").

WITNESSETH:

WHEREAS, the County has constructed a sports complex, known as the Harry S. Truman Sports Complex (hereinafter referred to as the "Sports Complex"), consisting of a football stadium, known as Arrowhead Stadium, having a seating capacity of approximately 78,000 persons (hereinafter referred to as the "Football Stadium"); certain football practice fields; a baseball stadium, known as Kauffman Stadium, having a seating capacity of approximately 42,000 persons (hereinafter referred to as the "Baseball Stadium"); an enclosed stadium plaza and parking area located between the two stadiums; parking facilities for approximately 17,800 cars; and access and circulation roads on a tract of real estate owned by the County located in the City of Kansas City, Jackson County, Missouri; and

WHEREAS, the Authority was created, and exists pursuant to Sections 64.920 to 64.950 of the revised statutes of Missouri as amended; and

WHEREAS, by agreement dated as of October 31, 1970, as amended by Amendment to Agreement dated March 17, 1987 (the "Lease"), the County has leased the Sports Complex to the Authority and, in addition, a certain tract of land generally described on Exhibit B attached hereto and incorporated by reference herein (the "59 Acre Tract") the Sports Complex and the 59 Acre tract being hereinafter referred to as the "Lease Premises" which is legally described on Exhibit A; and

WHEREAS, the Authority has previously made and entered into that certain Lease Agreement dated January 19, 1990 (the "1990 Royals Lease") as modified by a certain Memorandum of Understanding dated January 19, 2005 (as so modified, hereinafter referred to as the "Original Royals Lease") pursuant to which the Authority leased to the Kansas City Royals Baseball Corporation (the "Royals") Kauffman Stadium, certain common areas and other facilities as described therein. The Original Royals Lease has been modified and amended by that certain 2006 Lease Amendment dated January 24, 2006 (the "2006 Royals Lease Amendment"), pertaining to, among other things, the extension of the term of the Original Royals Lease from January 31, 2015 to January 31, 2031, proposed expansions and renovations to Kauffman Stadium and certain modifications to the common area at the Sports Complex which the Royals and Chiefs share. The Original Lease, as amended by the 2006 Royals Lease Amendment is hereinafter referred to as the "2006 Amended Royals Lease"; and

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MARY JO SPINO
COUNTY CLERK

WHEREAS, the Authority has previously made and entered into a certain Lease Agreement dated January 19, 1990 as amended by an Amendment dated as of November 28, 1990 and a Second Amendment dated December 6, 1991 and as further modified by a Memorandum of Understanding dated January 19, 2005 (hereinafter referred to as the "Original Chiefs Lease") pursuant to which the Authority leased to the Kansas City Chiefs Football Club, Inc. (the "Chiefs") Arrowhead Stadium, certain common areas and other facilities as therein described. The Original Chiefs Lease was modified and amended by that certain 2006 Lease Amendment dated January 24, 2006 (the "2006 Chiefs Lease Amendment") pertaining to, among other things, the extension of the term of the Original Chiefs Lease from January 31, 2015 to January 31, 2031, and proposed expansions and renovations to Arrowhead Stadium and certain modifications of the common areas shared between the Royals and the Chiefs. The Original Chiefs Lease as amended by the 2006 Chiefs Lease Amendment is sometimes hereinafter referred to as the "2006 Amended Chiefs Lease"; and

WHEREAS, the Authority and the Royals entered into a Development Agreement dated as of March 23, 2006 (the "Royals Development Agreement") which set forth in detail (i) the improvements, expansion and renovation of Kauffman Stadium, and (ii) the procedures for designing, contracting, constructing and supervising construction of such improvements at Kauffman Stadium in the event that Jackson County voters passed an election approving an increase in the sales tax levy by 3/8 of a cent (the "Sales Tax Election") on April 4, 2006; and

WHEREAS, the Authority and the Chiefs entered into a Development Agreement dated as of March 23, 2006 (the "Chiefs Development Agreement") which set forth in detail (i) the improvements, expansion and renovations at Arrowhead Stadium referenced in the 2006 Amended Chiefs Lease, and (ii) the procedures for designing, contracting constructing and supervising construction of such improvements at Arrowhead Stadium, in the event Jackson County Voters passed the Sales Tax Election; and

WHEREAS, the Jackson County Voters passed the Sales Tax Election; and

WHEREAS, the County issued certain revenue bonds (the "New Bonds") in the amount of \$447,240,000.00 as of August 1, 2006, the proceeds of which are to be made available to the Authority to fund the expansion and renovation of Kauffman and Arrowhead Stadiums in accordance with the requirements of the 2006 Amended Chiefs Lease, the 2006 Amended Royals Lease, the Chiefs Development Agreement and the Royals Development Agreement; and

WHEREAS, the County has consented to the execution and delivery by the Authority of the 2006 Amended Royals Lease, the Royals Development Agreement, the 2006 Amended Chiefs Lease and the Chiefs Development Agreement; and

WHEREAS, the Lease between the County and the Authority will expire by its terms no later than October 30, 2020; and

WHEREAS, the 2006 Amended Royals Lease and the 2006 Amended Chiefs Lease require extension of the term of the Lease; and

WHEREAS, the County and the Authority desire to explore further development at the Leased Premises in conjunction with the expansion and renovation of Kauffman Stadium and Arrowhead Stadium which may require that the term of this Lease Agreement be extended beyond the extension required by the extended terms of the 2006 Amended Royals Lease and the 2006 Amended Chiefs Lease; and

WHEREAS, the County and the Authority desire to amend and restate the Lease to extend the term, provide for funding the expansion and renovation of Kauffman Stadium and Arrowhead Stadium in accordance with their respective 2006 Amended Leases, and to update the Lease on the terms and provisions hereinafter set forth;

NOW, THEREFORE, the County and the Authority hereby agree as follows:

1. **Term of Lease.** The County hereby leases to the Authority and the Authority hereby leases from the County the Sports Complex and the Leased Premises for a term commencing on October 31, 1970 and ending on January 31, 2031.

2. **Expansion and Renovation of Kauffman Stadium and Arrowhead Stadium.** The County will promptly make available to the Authority the following sums as required in order for the Authority to perform its obligations under the 2006 Amended Chiefs Lease, the 2006 Amended Royals Lease, the Chiefs Development Agreement and the Royals Development Agreement:

- a. The total amount of the Sales Tax approved in the Sales Tax Elections, less principal and interest on the New Bonds; and
- b. The additional annual existing Local/State Sports Complex Revenues (currently, County Property Tax of approximately \$3,500,000 (less amounts of principal and interest used to pay existing outstanding bonds), the matching contribution of the State of \$3,000,000 paid pursuant to Section 67.641 RSMo and \$2,000,000 for the City of Kansas City, Missouri), to the extent that such matching contributions have been received by the County and any other future or new local or State revenues for the Sports Complex.

3. **Consent to Subleases and Development Agreement.** The County acknowledges that it has consented to the 2006 Amended Royals Lease, the 2006 Amended Chiefs Lease, the Royals Development Agreement and the Chiefs Development Agreement, as executed by the Authority.

4. **Maintenance and Repair of the Sports Complex.** Subject to the obligation of the County to make funds available to the Authority, the Authority will operate and maintain the Sports Complex during the term hereof or will provide during the term hereof, through the 2006 Amended Royals Lease and the 2006 Amended Chiefs

{31312 / 64903; 144517.7}

Lease or through other subleases, assignments or licenses (to be approved by the County as hereinafter provided), for the operation and maintenance by others of the Sports Complex.

5. **Sublease, Assignment or Encumbrance.** Subject to the County's approval, the Authority shall have the right to sublease, assign, license or encumber the use or all or any portion of the Sports Complex to other persons, corporations, and entities and to pledge and encumber as security for its obligations, including, without limitation those set forth in paragraph 2 above, such subleases, assignments and license and the rentals therefrom. The County and Authority recognize that the expansion and renovation of Arrowhead Stadium and Kauffman Stadium may result in expanded development opportunities at the Sports Complex. The County hereby authorizes the Authority to investigate these development opportunities and report to the County its findings with respect to development opportunities. Subject to County approval, the Authority shall be authorized to pursue further development opportunities at the Sports Complex.

6. **Insurance.** The County shall, throughout the term of this Agreement insure the Sports Complex and the Leased Premises and all structures thereon and all personal property of the County and the Authority contained therein against loss or damage in the amounts and by or from the risk as are required under the 2006 Amended Royals Lease, the 2006 Amended Chiefs Lease, the Royals Development Agreement and the Chiefs Development Agreement. In the event of a loss to personal property of the Authority, the Authority shall be responsible for any deductibles or self insured retention required by the County's insurance furnished in accordance with this paragraph.

7. **Compliance with County Procedures.** In addition to obtaining from the County, approval of subleases or assignments as herein provided, the Authority agrees to enter into all contracts, subleases, assignments and other agreements in full compliance with County purchasing and contract laws and procedures.

8. **Notices.** All notices to County shall be either delivered personally in hand or sent by U.S. Certified Mail, Return Receipt Request, postage pre-paid, or sent by a recognized overnight delivery service, addressed to the County as follows:

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

Or at such other address or addresses as may from time to time hereafter be designated by the County to the Authority by notice.

All notices to the Authority shall be either delivered personally in hand or sent by U.S. Certified Mail, Return Receipt Request, postage pre-paid, or sent by a recognized overnight delivery service, addressed to the Authority as follows:

{31312 / 64903; 144517.7}

Jackson County Sports Complex Authority
8501 Stadium Drive, 4 Arrowhead Drive
Kansas City, Missouri 64129
Attention: Chairperson and Executive Director

Or at such other address or addresses as may from time to time hereafter be designated by the Authority to the County by notice.

9. **Entire Agreement.** This Lease Agreement is the entire lease agreement between the County and the Authority with respect to the subject matter hereof and supersedes all prior leases or agreements between the County and the Authority.

10. **Amendment.** Neither this Agreement nor any of its terms may be terminated, amended or modified except by a written instrument executed by the County and the Authority.

11. **Governing Law.** This Lease Agreement shall be governed by the laws of the State of Missouri shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

JACKSON COUNTY, MISSOURI

By: MSa
Mike Sanders, County Executive

ATTEST BY:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

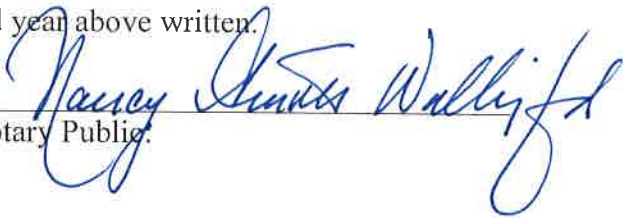
APPROVED AS TO FORM:

Mark S. Jones
Mark S. Jones
County Counselor

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this 25th day of August, 2009, before me, the undersigned Notary Public, in and for said state, personally appeared Michael Smith, Chairman of the Jackson County Sports Complex Authority, known to me to be the person described in and who executed the within Amended and Restated Lease Agreement in behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated and that the foregoing instrument was authorized by the board of directors of said corporation, and he acknowledged execution thereof to be on behalf of and the free act and deed of said corporation.

Subscribed and sworn to me the day and year above written.



Notary Public

My commission expires:

7/2/2011

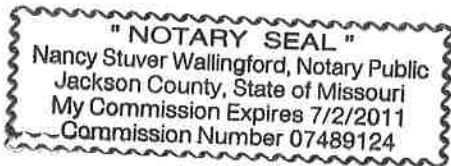


EXHIBIT A

LEGAL DESCRIPTION

Description: Overall Leased Area

All that part of Lots 4, 5, 6, 8, 9 and 10 and all of Lots 1, 2 and 3, SUBDIVISION OF THOMAS HARRINGTON'S LAND; portions of Lots 4 and 5, COMMISSIONERS PLAT OF THE WEST 25 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 49, RANGE 32; all that part of Lots 1-8, inclusive, LEEDS MOORE GARDENS; and all that part of Lots 22-25, inclusive, CUNNINGHAM RIDGE, all subdivisions according to the recorded plats thereof, including that part of vacated Leeds Road and that part of vacated Donnelly Avenue and that part of vacated Booth Avenue together with all of that part in Sections 19, 20, 29 and 30 all in Township 49, Range 32 in Kansas City, Jackson County, Missouri, being bound on the West by the Southeastly right-of-way line of the U.S. Interstate Route No. 435, on the Northeast by the Southwestly right-of-way line of U.S. Interstate Highway Route No. 70 and on the East by Blue Ridge Cut-Off and on the Southwest by the Northeastly line of the Southern Pacific Railroad right-of-way, as said roads and railroad are now established and all being more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 19; thence South 85°40'33" East along the South line of said Northwest Quarter, a distance of 840.10 feet to a point on the Southeast right-of-way line of U.S. Interstate Highway Route No. 435, as now established and the Point of Beginning of the parcel of land to be herein described; thence North 44°26'02" East along the Southeastly line of said U.S. Interstate Highway Route No. 435, a distance of 529.93 feet; thence North 53°20'16" East along the Southeastly line of said U.S. Interstate Highway Route No. 435, a distance of 127.52 feet; thence North 84°24'13" East along a jog in said Southeastly line of U.S. Interstate Highway Route No. 435, a distance of 612.35 feet; thence North 00°30'01" West along said jog line of the Easterly line of U.S. Interstate Highway Route No. 435, a distance of 49 feet; thence North 89°29'59" East, a distance of 490.04 feet; thence Easterly along a curve to the right, tangent to the last described course, having a radius of 2838.79 feet and a central angle of 13°22'36", an arc distance of 662.76 feet; thence South 77°07'25" East, tangent to the last described curve, a distance of 502.46 feet; thence Southeastly, Easterly and Northeastly along a curve to the left, tangent to the last described course, having a radius of 629.11 feet and a central angle of 52°42'08", an arc distance of 578.68 feet; thence North 59°10'27" East, tangent to the last described curve, a distance of 86.79 feet; thence South 39°47'29" East, 209.56 feet; thence North 62°04'47" East, 95.18 feet; thence Northeastly along a curve to the left, tangent to the last described course, having a radius of 1176.28 feet and a central angle of 1°58'43", an arc distance of 40.62 feet to a point on the Southwestly right-of-way line of said U.S. Interstate Highway Route No. 70; thence the following courses and distances along said Southwestly right-of-way line; thence South 81°33'27" East, 147.93 feet; thence South 59°17'43" East, 1809.68 feet; thence South 31°42'34" East, 200.83 feet; thence South 59°17'43" East, 299.04 feet to a point on the East line of the Northwest Quarter of the Southwest Quarter of said Section 20; thence South 1°58'52" West along said East line, a distance of 171.98 feet; thence South 85°43'50" East, 7.46 feet; thence Southwestly and Southerly along a curve to the left, having an initial tangent bearing of South 26°17'52" West, a radius of 1011.93 feet and a central angle of 24°27'51", an arc distance of 432.07 feet; thence South 1°50'02" West, a distance of 253.32 feet to a point on the South line of the Northwest Quarter of the Southwest Quarter of said Section 20 and a point to be hereinafter referred to as Point "A"; thence continuing South 1°50'02" West, 420.60 feet; thence South 88°09'58" East, 22 feet; thence South 1°50'02" West, 897.47 feet to a point on the South line of the Southwest Quarter of the Southwest Quarter of said Section 20; thence continuing South 1°50'02" West, a distance of 784.05 feet; thence South 3°07'43" West, 938.09 feet; thence South 66°34'22" West along said West right-of-way line, a distance of 75.29 feet to a point of intersection with the Northeastly line of said Southern Pacific Railroad right-of-way; thence the following courses and distances along said Northeastly railroad right-of-way line; thence North 51°06'58" West, 1481.62 feet to a point on the West line of the Northwest Quarter of said Section 29; thence North 2°08'06" East along said West line, a distance of 62.40 feet; thence North 51°06'58" West, 194.61 feet; thence South 38°53'02" West, 50 feet; thence North 51°06'58" West, 1295.37 feet to a point on the North line of the Northeast Quarter of said Section 30; thence continuing North 51°06'58" West, 548.85 feet; thence Northwestly along a curve to the left, tangent to the last described course, having a radius of 6025.22 feet and a central angle of 10°06'00", an arc distance of 1062.12 feet; thence North 61°12'58" West, tangent to the last described curve, a distance of 77.22 feet to a point on the East line of the Southwest Quarter of said Section 19; thence continuing North 61°12'58" West, 123.51 feet; thence North 88°44'38" West, 116.02 feet; thence North 61°12'58" West, 634.13 feet; thence Northwestly along a curve to the right, tangent to the last described course, having a radius of 8542.02 feet and a central angle of 1°00'01", an arc distance of 149.11 feet to a point of compound curvature; thence continuing Northwestly along a curve to the right, having a common tangent with the last described curve, a radius of 3037.26 feet and a central angle of 25°10'19", an arc distance of 1334.37 feet to a point of compound curvature; thence Northwestly along a curve to the right, having a common tangent with the last described curve a radius of 8542.02 feet and a central angle of 00°42'00", an arc distance of 104.37 feet to a point on the Southeastly right-of-way line of said U.S. Interstate Highway Route No. 435; thence North 01°55'22" East along the Southeastly line of said U.S. Interstate Highway Route No. 435, a distance of 127.50 feet; thence North 44°26'02" East along the Southeastly right-of-way line of said U.S. Interstate Highway Route No. 435, a distance of 413.53 feet to the Point of Beginning.

Less and except that parcel of land described as follows:

Commencing at said Point "A"; thence North 85°45'42" West along the South line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 7 feet to the Point of Beginning of the excepted tract of land to be herein described; thence South 1°50'02" West, 200 feet; thence North 88°08'44" West, 234.14 feet; thence North 8°39'56" East, 604.36 feet; thence South 88°08'44" East, 172.90 feet; thence Southwestly and Southerly along a curve to the left, having an initial tangent bearing of South 10°07'32" West, a radius of 1018.93 feet and a central angle of 8°17'31", an arc distance of 147.46 feet; thence South 1°50'02" West, tangent to the last described curve, a distance of 253.15 feet to the Point of Beginning.

The overall parcel of land less the excepted tract of land contains 16,674,426 square feet or 380.050 acres, more or less.

EXHIBIT B

59-Acre TRACT
DESCRIPTION

Landlord and Tenant acknowledge that immediately to the west of and not included within the description of the Sports Complex on pages 1 and 2 of this Lease is a tract of land located in Section 19, Township 49 North, Range 32 West, in Kansas City, Missouri, containing approximately 59 acres, more or less, bounded: on the southwest by the northerly right of way line of the CRI&P Railroad; on the northwest by the southeasterly right of way line of U.S. Interstate Route No. 435; on the north by the south curb line of Reconstructed Leeds Road (now Stadium Drive); on the northeast by a line 40 feet southwesterly and parallel to the southwesterly curb line of the major access road (i.e., Chiefs' Way) from Reconstructed Leeds Road (now Stadium Drive) to the Sports Complex; on the east by a line 40 feet westerly and parallel to the westerly curb line of the main peripheral roadway around the Sports Complex (i.e., Dubiner Circle); and on the south by a line 40 feet northerly and parallel to the northerly curb line of the southwest access roadway (i.e. Lancer Lane) connecting the Sports Complex With Raytown Road; less the parts thereof Previously taken for construction of Parking Lot N and practice fields for Tenant; such tract hereinafter referred to as "the 59-acre tract."