

**FIRST AMENDMENT TO
KAUFFMAN STADIUM DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT (the "**First Amendment**") is made and entered into as of the 19th day of June, 2007, by and between the **JACKSON COUNTY SPORTS COMPLEX AUTHORITY**, a body corporate and politic and political subdivision of the State of Missouri ("**Landlord**" or the "**Authority**"), and **KANSAS CITY ROYALS BASEBALL CORPORATION** ("**Tenant**" or "**Royals**").

Recitals.

A. Landlord and Tenant previously made and entered into that certain Lease Agreement dated January 19, 1990 (the "**1990 Lease**"), as modified by that certain Memorandum of Understanding dated January 19, 2005 (as so modified, hereinafter referred to as the "**Original Lease**"), pursuant to which Landlord leased to Tenant Kauffman Stadium, certain common areas and other facilities as therein described. The Original Lease was modified and amended by that certain 2006 Lease Amendment dated January 24, 2006 (the "**2006 Lease Amendment**"). The Original Lease, as amended by the 2006 Lease Amendment, is sometimes referred to herein as the "**2006 Amended Lease.**"

B. As provided in the 2006 Amended Lease, Landlord and Tenant previously made and entered into that certain Kauffman Stadium Development Agreement dated as of March 23, 2006 (hereinafter referred to as the "**Original Agreement**").

C. Landlord and Tenant desire to enter into this First Amendment to modify certain of the provisions of the Original Agreement as set forth herein.

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 Landlord and Tenant, Landlord and Tenant hereby agree as follows:

1. Section 2.03(d) of the Original Agreement is hereby deleted in its entirety.
2. Landlord and Tenant hereby agree and acknowledge that all of the conditions precedent set forth in Section 2.03 of the Original Agreement have been satisfied or waived by Landlord and Tenant, and that the Original Agreement is in full force and effect and binding upon Landlord and Tenant.
3. Section 5.04(a) of the Original Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

(a) In General. During the Development Term, Tenant shall continue to maintain its required insurance under the 2006 Amended Lease and to require the Architect and General Contractor to maintain the insurance described on **Exhibits E** and **F**, respectively. Notwithstanding the foregoing, Landlord agrees to consider in good faith requests by Tenant for adjustments to the insurance requirements for the Architect and/or the General Contractor, taking into account

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MARY JO SPINO
COUNTY CLERK

the amount of the contract in question or other factors that justify a lesser insurance requirement; provided, however, that Landlord shall have the right to decide whether to adjust the insurance requirements in its sole reasonable discretion. Tenant shall cause its General Contractor and Architect to list Co-tenant as an additional insured on their respective commercial general liability and automobile liability policies applicable to the Project. Landlord shall also require Co-tenant in the Co-tenant Development Agreement to cause its General Contractor and Architect to list Tenant as an additional insured on their respective commercial general liability and automobile liability policies applicable to the Co-tenant Project.

4. **Exhibit D** attached to the Original Agreement is hereby deleted in its entirety and the **Exhibit D** attached to this First Amendment is hereby substituted in place thereof.

5. **Exhibit E** attached to the Original Agreement is hereby deleted in its entirety and the **Exhibit E** attached to this First Amendment is hereby substituted in place thereof.

6. **Exhibit F** attached to the Original Agreement is hereby deleted in its entirety and the **Exhibit F** attached to this First Amendment is hereby substituted in place thereof.

7. **Exhibit G** attached to the Original Agreement is hereby deleted in its entirety and the **Exhibit G** attached to this First Amendment is hereby substituted in place thereof.

8. Terms used herein as defined terms and not otherwise defined herein shall have the meanings set forth in the Original Agreement.

9. Except as set forth herein, the Original Agreement shall continue in full force and effect unmodified by the provisions hereof.

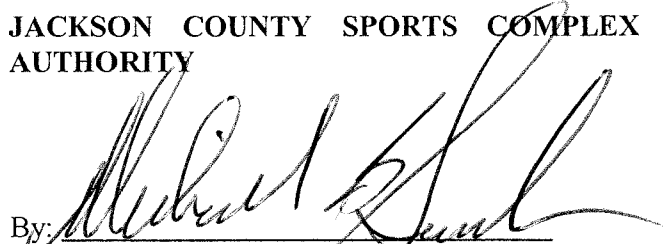
10. All references herein or in the Original Agreement to the "Agreement" shall mean and refer to the Original Agreement as amended and modified by this First Amendment.

[Signature page follows]

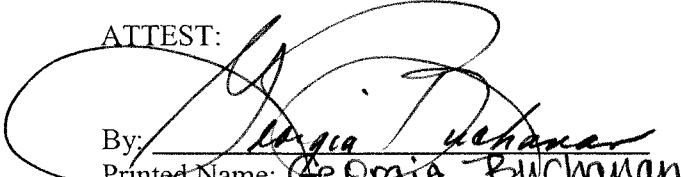
IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed in their respective corporate names and attested by their duly authorized officers and their respective corporate seals to be hereunto affixed, as of the date first written above.

JACKSON COUNTY SPORTS COMPLEX
AUTHORITY

(Seal)


By: 
Printed Name: Michael Smith
Title: Chairman

ATTEST:

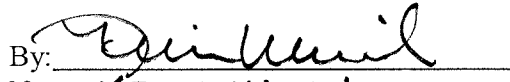
By: 
Printed Name: Georgia Buchanan
Title: Secretary

APPROVED AS TO FORM:

White Goss Bowers March Schulte & Weisenfels P.C.

By: 
Printed Name: M.T. White
Title: Counsel to the Authority

KANSAS CITY ROYALS BASEBALL
CORPORATION

By: 
Name: KEVIN ULRICH
Title: SP. VP. BUSINESS OPS

COUNTY CONSENT AND AGREEMENT

In order to induce the Tenant named above to enter into the foregoing First Amendment to Kauffman Development Agreement to which this instrument is annexed (the "**Amendment**"), and in consideration therefor, **JACKSON COUNTY, MISSOURI** (the "**County**") as of _____, 2007 consents, represents, warrants and agrees as follows:

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

A. Landlord has the right under the County Master Lease referred to in the 2006 Amended Lease to enter into the Amendment upon the terms, covenants, provisions and conditions therein contained and for the duration thereof with respect to the development and construction rights and interests in the premises granted to Tenant therein and to grant to Tenant such rights and interests.

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

C. The County accepts the obligations imposed upon it in the Agreement and the 2006 Amended Lease and agrees to fulfill such obligations as an inducement to Tenant to enter into the Amendment.

D. The County hereby adopts all representations and warranties made by Landlord to Tenant under the 2006 Amended Lease and the Agreement as its own representations and warranties to Tenant. The County further adopts all obligations of Landlord to Tenant under the 2006 Amended Lease and the Agreement as its own obligations to Tenant.

E. Tenant shall have all rights and remedies against County that Tenant has against Landlord under the Agreement and the 2006 Amended Lease.

2. If Tenant shall perform the obligations under the 2006 Amended Lease and the Agreement on its part to be performed, the County further covenants and agrees that Tenant's rights under the 2006 Amended Lease and the Agreement shall not be adversely affected in any way by reason of any default by the Co-tenant under the Co-tenant's Amended Lease or Co-tenant Development Agreement referred to therein 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 Amended Lease or Co-tenant Development Agreement.

3. The foregoing provisions of this County Consent and Agreement shall be deemed to be covenants running with the land described in the 2006 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.

[Signature page follows]

IN WITNESS WHEREOF, the County has caused this Consent to be duly executed and sealed the day and year first above written.

JACKSON COUNTY, MISSOURI

(Seal)

By: Michael Sanders
Michael Sanders
Title: County Executive

ATTEST:

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

APPROVED AS TO FORM:

Mark S. Jones
Mark S. Jones
County Counselor

EXHIBIT D

MINIMUM REQUIRED PROJECT ELEMENTS

Field Level

- Move and realign bullpens in leftfield and rightfield.
- Add additional seats to Dugout Party Suites for group sales.
- Add additional restroom facilities to Group Party Suite lobby areas.
- New field access tunnel from Lot A and expanded field maintenance facility.
- Structural modifications and improvements.
- New and expanded utilities.
- More energy efficient building.

Field Level Concourse

- More fan amenities; restrooms, food service and retail areas.
- Provide concession and retail storage areas.
- Redefine and expand concourse area, partially climate-controlled.
- Provide new commissary and storage areas.
- Provide two new freight elevators.
- Provide four new passenger elevators.
- Add maintenance vehicle storage area.
- New kitchen areas.
- Provide food service and staff offices.
- Provide promotional storage.
- Extend lower bowl cross aisle to center field.
- Provide event staff facilities.
- Provide general storage areas.
- Provide wider vomitories.
- Provide promotional storage areas.

Plaza Level Concourse

- Increase concourse width to 40 feet (average).
- Increase food service points of sale to 130.
- Increase restroom toilet fixtures to 284.
- Add three new retail stores.
- New party/festival areas in leftfield and rightfield for groups/special events.
- New landscape and hardscape surrounding the stadium footprint to create "park in a park" setting.
- New ticket offices.
- Increase number of ticket windows to 40.
- New escalator service to all above-grade levels.
- Provide new ornamental fence.
- Provide increased pedestrian access.

Outfield

- Creation of a 360° walk-around concourse, including new outfield main street "walk of fame."
- Relocate statues to outfield walk of fame area.
- Leftfield "Hall of Fame", tour theater, meeting rooms, kids' area, Little "K" (including batting cages, birthday party rooms) and other public amenities.
- New High Definition Expanded Crown Video Board, and added Auxiliary Scoreboards.
- Add approximately 1,200 new "fountain view seats" in leftfield.
- Right field "Taste of Kansas City" family food court.
- Additional restroom and concession facilities.
- Public Restaurant in Right Field.
- New out of town scoreboard.

Loge Level

- Enclosed climate controlled loge areas.
- Expand seating.
- Increase food service points of sale to 18.
- Increase restrooms toilet fixtures to 64.
- Renovate press box.
- Renovate and expand Corporate Suites.
- Loge Level Public Party Rooms.
- Loge Level Multipurpose Room.
- Expand concourse areas.
- LED fascia board.
- Renovate and relocate Stadium Club.
- New elevator/escalator access.
- New food pantry and kitchen areas.
- New administrative and operations offices.

Mezzanine Level

- Expand mezzanine level.
- Provide Writing Press structure/facilities.

View Level

- New home plate food court with partial roof.
- Add partial roof over widened concourse
- Increase width of concourse to 36 feet (average)..
- Renovate existing concession/novelty stands.
- Increase food service points of sale to 90.
- Increase restrooms toilet fixtures to 210.
- Create "view windows" from concourse to connect to field experience.
- Add retail store.
- Enhance elevator access.
- Provide covered escalator access.
- New concourse surface.

- New sound system on concourse.
- New lighting system on concourse.
- New exterior finishes on existing concourse buildings.

Miscellaneous

- Providing better access to all fans to all levels with more elevators and escalators.
- Vibrant and colorful environmental graphics.
- New Code required elements; fire alarm, communications, lighting and electrical systems.
- Add and diversify ADA available seating.
- Upgrades as necessary to meet MLB requirements for regular and post-season requirements.
- Relocate player parking from Lot "M".
- Relocate TV trucks from Lot "M".
- New handrails in seating bowl.
- New guard rails.

EXHIBIT E

ARCHITECT'S INSURANCE REQUIREMENTS

The Architect shall be required to carry insurance, and to cause insurance to be carried in accordance with the provisions of the Architect's Agreement; provided, however, that Landlord, County and Co-tenant (on the respective commercial general liability and automobile liability policies applicable to the Co-tenant project) shall be named as "additional insureds" or "loss payees" as is appropriate on such Architect's commercial general liability and automobile liability policies and provided further that Tenant shall submit to Landlord the policy limits to be required of Architect for review (and approval unless such policy limits are not reasonable and customary for the nature and scope of the Project).

EXHIBIT F

**GENERAL CONTRACTOR/CONSTRUCTION MANAGER
INSURANCE REQUIREMENTS**

Coverage	Limit	
Worker's Compensation	Statutory	
Employer's Liability	\$2,000,000	
General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate	
Excess Liability	Contract Amount	Excess Liability Amount
	\$0 - \$10M	\$5,000,000
	\$10M - \$50M	\$10,000,000
	\$50M - \$100M	\$25,000,000
	Over \$100M	\$50,000,000
Automobile	\$1,000,000	
Builder's Risk	\$250,000,000*	
Errors Omissions	\$10,000,000	

***Subject to Reduction Based on Possible Interface With Current County Casualty Insurance for Sports Complex/Kauffman Stadium**

EXHIBIT G

DISBURSEMENT PROCEDURES

As costs are incurred by Tenant and Requisitions are submitted to the Bond Trustee (the "Bond Trustee") for a draw from the Disbursement Account, those costs shall be subject to the following certification and payment process, time being of the essence with respect to all of the times, dates and time periods specified herein:

1. On or before the 1st business day of each month, the Tenant or Tenant's Contractors shall submit to Landlord, with a copy to the individual or entity responsible for the certification of costs for the Landlord (the "Landlord's Representative" which may be the Public/Owner Representative) a copy of each such Requisition (along with the documentation required by Section 6.06 of the Development Agreement;

2. On or before the 5th business day following the 20th day of such month, the Landlord shall cause the Landlord's Representative to countersign and submit the Requisition to the Bond Trustee and cause the Bond Trustee to disburse such funds on or before the 25th day of such month;

3. Notwithstanding anything to the contrary herein, if, within thirty (30) days after submission of the Requisition by Tenant as provided in (1) above, the Landlord's Representative delivers to the Tenant written notice that any portion of the costs specified in the Requisition is not recommended for payment or reimbursement and the reasons therefore, the Landlord and Tenant hereby agree to submit to Expedited Dispute Resolution, in accordance with Section 11.06 of the Development Agreement, whether such costs specified in the Requisition constitute Project Costs to be paid from the Disbursement Account; provided, however, in no event shall Landlord have the right to withhold disbursement pending the initiation of, or any proceedings under, any Expedited Dispute Resolution;

4. If the result of any Expedited Dispute Resolution is that any of the costs specified in the Requisition did not constitute Project Costs paid from the Disbursement Account, then Tenant shall be obligated to repay such amounts disbursed that were expended for costs specified in the Requisition that did not constitute Project Costs paid from the Disbursement Account; and

5. If and to the extent that any costs included in a Requisition have been incurred by Tenant but not paid to the contractor, supplier or other payee, Tenant shall identify such costs and the Landlord shall have the right to direct the Bond Trustee to pay such costs directly to such contractor, supplier or other payee.

The form of Requisitions shall be substantially similar to AIA G702-1992 Document Form unless otherwise reasonably agreed to by Landlord and Tenant.

Requisitions shall be submitted, and the certification of costs shall be completed, based on actual costs incurred in lieu of a percentage of work completed.

NOTE: This form is subject to reasonably agreed-to modifications by Tenant and Landlord to improve the Disbursement Procedures and/or to conform to the MDFB Agreement and/or the Bond Indenture.