

2007 AMENDMENT
TO
2006 AMENDED LEASE

THIS 2007 AMENDMENT (the "**2007 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. Landlord and Tenant desire to enter into this 2007 Amendment to modify certain of the provisions of the 2006 Amended Lease 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. Landlord and Tenant hereby agree and acknowledge that all of the conditions precedent set forth in Section 2 of the 2006 Amended Lease have been satisfied or waived by Landlord and Tenant, that the Amendment Effective Date (as defined in Section 2 of the 2006 amended Lease) is August 10, 2006, that any and all rights of Landlord and Tenant to terminate the 2006 Amended Lease as set forth in Section 3(b) of the 2006 Amended Lease are now null and void, and that the 2006 Amended Lease is in full force and effect and binding upon Landlord and Tenant.

2. Section 22(b) of the 2006 Amended Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

(b) Tenant Contribution. Tenant hereby agrees to provide funds (the "Tenant Contribution"), to be held by Landlord, in an amount equal to Twenty-Five Million Dollars (\$25,000,000.00), to fund a portion of the costs of the Leased Premises Renovation. Two Million Dollars (\$2,000,000.00) of the Tenant Contribution shall be applied solely to the "Right Field Public Restaurant" (referenced on Exhibit H), a maximum of Eighteen Million Dollars (\$18,000,000) (the "Tenant Suite Contribution") shall be applied towards the build out of interior finish of all private corporate suites (i.e. private enclosed seating spaces leased on an annual basis) constructed as part of the Kauffman Stadium Expansion and Renovation Plan, the cost of interior furniture, fixtures

FILED

JUL 19 2007

MARY JO SPINO
COUNTY CLERK

and equipment to be supplied by Tenant within any private corporate suites in the Baseball Stadium, and the cost of any rehabilitation of the interior finishes and the replacement of interior furniture, fixtures and equipment in the private corporate suites subsequent to the completion of the Leased Premises Renovation; provided, however, that Tenant shall have the right to direct some or all of the Tenant Suite Contribution to fund other costs of the Leased Premises Renovation in accordance with **Exhibit H** attached hereto, as said **Exhibit H** may be modified from time to time, and Five Million Dollars (\$5,000,000.00) of the Tenant Contribution shall be applied to fund such portions of the Leased Premises Renovation as Tenant shall from time to time determine (except that no portion of such \$5,000,000.00 shall be expended to pay any of the cost of the build out of interior finish of such private corporate suites constructed as part of the Kauffman Stadium Expansion and Renovation Plan, the cost of interior furniture, fixtures and equipment to be supplied by Tenant within any private corporate suites in the Baseball Stadium, and the cost of any rehabilitation of the interior finishes and the replacement of interior furniture, fixtures and equipment in the private corporate suites subsequent to the completion of the Leased Premises Renovation). Contracts for the portion of the Leased Premises Renovation to be funded with the Tenant Contribution as provided herein shall not be let until the Tenant Contribution has been deposited into a designated account (which shall be an interest-bearing account, with all interest earned being the property of Tenant) or other arrangements reasonably satisfactory to Landlord (including without limitation a letter of credit) have been made. Tenant's Contribution will not be required to be contributed until it is time to let the contracts for the work to be paid for with such Tenant's Contribution.

3. Terms used herein as defined terms and not otherwise defined herein shall have the meanings set forth in the 2006 Amended Lease.

4. Except as set forth herein, the 2006 Amended Lease shall continue in full force and effect unmodified by the provisions hereof.

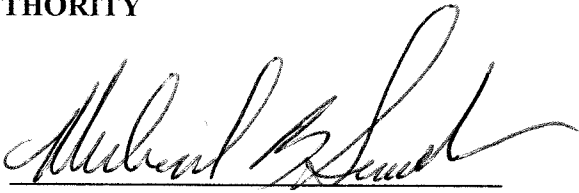
5. All references herein or in the 2006 Amended Lease to the "Lease" shall mean and refer to the 2006 Amended Lease as amended and modified by this First Amendment.

[Signature page follows]

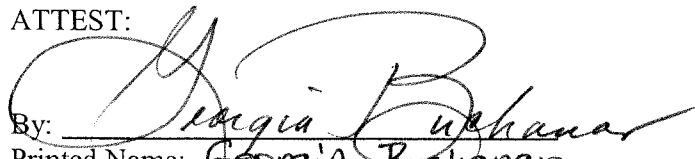
IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed in their respective corporate names and attested by their duly authorized officers and their respective corporate seals to be hereunto affixed, as of the date first written above.

JACKSON COUNTY SPORTS COMPLEX
AUTHORITY

(Seal)


By: 
Printed Name: Michael Smith
Title: Chairman

ATTEST:

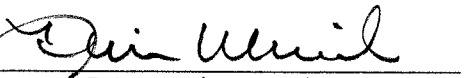
By: 
Printed Name: Georgia Buchanan
Title: Secretary

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: SR. U.P. BUSINESS OPS

COUNTY CONSENT AND AGREEMENT

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

1. The County hereby consents to and approves of the foregoing 2007 Amendment and agrees that:

A. Landlord has the right under the County Agreement (as defined 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 rights and interest in the premises granted to Tenant therein, and to grant to Tenant such rights and interests.

B. No act which Landlord or Tenant is required or permitted to do under the terms of the 2006 Amended Lease, as modified by the 2007 Amendment, shall constitute a default under the County Agreement.

C. The County accepts the obligations imposed upon it in the 2006 Amended Lease, as modified by the 2007 Amendment, and agrees to fulfill such obligations as an inducement to Tenant to enter into the 2007 Amendment, and the County recognizes that Tenant shall only be required to perform the obligations imposed upon it by the 2006 Amended Lease, as modified by the 2007 Amendment.

D. All other covenants, representations and warranties set forth in the County Consent and Agreement to the 2006 Amended Lease are hereby ratified and affirmed and remain in full force and effect with respect to the 2006 Amended Lease, as amended by the 2007 Amendment.

2. If Tenant shall perform the obligations under the 2006 Amended Lease, as amended by the 2007 Amendment, on its part to be performed, the County further covenants and agrees that:

A. Tenant shall have and enjoy during the term of the 2006 Amended Lease, as extended by the 2007 Amendment, quiet and undisturbed possession of the rights, easements and interests in the premises granted to Tenant therein and Tenant's possession thereof under the 2006 Amended Lease, as amended by the 2007 Amendment, shall not be adversely affected in any way by reason of any action taken by the County with respect to any default of Tenant under the County Agreement;

B. Tenant's possession of the rights, easements and interests granted to Tenant under the 2006 Amended Lease, as amended by the 2007 Amendment, shall not be adversely affected in any way by reason of any default by the Chiefs under the Chiefs' lease, nor by reason of any action taken by Landlord as lessor with respect to any default of the Chiefs under the Chiefs' lease.

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

Tenant under the 2006 Amended Lease, as amended by the 2007 Amendment, will be fully recognized and protected by the County and the County will assume and perform all of the obligations set forth in the 2006 Amended Lease, as amended by the 2007 Amendment, on the part of Landlord thereunder with the same force and effect as if the County was originally named as landlord in the 2006 Amended Lease, as amended by the 2007 Amendment, and Tenant will attorn as tenant to the County and the County will accept such attornment.

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

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


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

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

JACKSON COUNTY, MISSOURI

(seal)

By: _____


Michael Sanders, Jackson County Executive

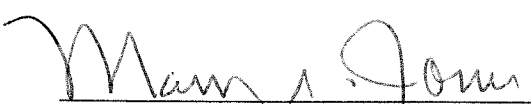
ATTEST:

By: _____


Printed Name: **Mary Jo Spino** _____

Clerk of the County Legislature

APPROVED AS TO FORM:


Printed Name: Mark S. Jones, County Counselor