

AMENDED AND RESTATED LEASE AGREEMENT

between

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

and

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

Dated as of March 27, 2024



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County Consent and Agreement

Exhibit List

Exhibit A – Updated Depiction of Leased Premises

Exhibit B – Projects List for Arrowhead Stadium Expansion and Renovation Plan

Exhibit C – Arrowhead RMMO Fund Disbursement Request Form

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AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this “**Lease**” or this “**A&R Lease**”) is made and entered into as of the 27th day of March 2024, 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. The County is the owner of the Harry S. Truman Sports Complex located in located in Kansas City, Jackson County, Missouri (the “**Sports Complex**”).

B. The Sports Complex is generally comprised of “GEHA Field at Arrowhead Stadium” (“**Arrowhead Stadium**”); a baseball stadium commonly known as “Kauffman Stadium” (the “**Baseball Stadium**”), the current home stadium of the Kansas City Royals Baseball Club, LLC (the “**Royals**”); an unenclosed exhibition and parking area located between the two Stadiums (“**Stadium Plaza**”); the food and employee service facility beneath the Stadium Plaza (the “**Central Services Facility**”); an area used exclusively by the Royals (the “**Royals Exclusive Leased Premises**”); one or more vehicular parking areas which service the “**Chiefs Exclusive Leased Premises**” (as defined under the Existing Lease), Royals Exclusive Leased Premises and the Central Services Facility (collectively, the “**Parking Lots**”) and the remaining portions of the Common Areas all as set forth in that certain Common Areas Improvement Agreement dated March 1, 2019, and recorded as instrument number 2019E0039955 (the “**Common Area Agreement**”).

C. The Authority is a body corporate and politic and political subdivision of the State of Missouri and was created and exists pursuant to Sections 64.920 to 64.950 of the Revised Statutes of Missouri, as amended.

D. The County and the Authority are parties to a “**County Agreement**” dated as of October 31, 1970, as amended in 1987, in 1990 and as amended and restated on September 25, 2009, pursuant to which the County, as Owner, (i) leased the Sports Complex to the Authority, and (ii) authorized the Authority to sublease the Sports Complex to the Teams (when referenced together, the “**Teams**”). The County Agreement is also referred to herein as the “**Prime Lease**.”

E. The County and the Authority are also parties to an “**Agency Agreement**” dated July 15, 2014, as amended, pursuant to which the County engaged the Authority to serve as its agent for the lease, operation and maintenance of the Sports Complex under the respective subleases with the Teams.

F. The Authority and the Chiefs are parties to a sublease agreement dated January 19, 1990 (the “**1990 Lease Agreement**”), pursuant to which the Chiefs use and occupy Arrowhead Stadium. The 1990 Lease is amended by an Amendment dated as of November 28, 1990; a Second Amendment dated as of December 6, 1991; that certain 2006 Lease Amendment dated as of



January 24, 2006; and a First Amendment to the 2006 Lease Amendment dated as of October 1, 2006 (the 1990 Lease, as amended, collectively the “**Existing Lease**”).

G. The Authority and the Royals are parties to a sublease agreement dated January 19, 1990, pursuant to which the Royals use and occupy the Baseball Stadium (the “**Royals 1990 Lease Agreement**”). The Royals 1990 Lease is amended by an Amendment dated as of November 28, 1990; a Second Amendment dated as of December 6, 1991; a Memorandum of Understanding dated January 19, 2005; that certain 2006 Lease Amendment dated as of January 24, 2006; and a First Amendment to the 2006 Lease Amendment dated as of October 1, 2006 (the 1990 Lease, as amended, collectively the “**Existing Royals Lease**”).

H. The Authority and the Teams are each a party to a Management Agreement dated January 19, 1990, and by the terms of the 2006 Lease Amendments (collectively, the “**Existing Management Agreement**”).

I. The Authority and the Teams are also parties to the Common Area Agreement, which will be terminated on the Vacate Date (as defined herein).

J. The foregoing Existing Lease, Royals Lease, Existing Management Agreement and Common Area Agreement, among others, were entered into in connection with the County’s imposition of a three-eighths (3/8) cent countywide capital improvements sales tax approved by the Jackson County voters on April 4, 2006 (the “**Existing Sales Tax**”), which Existing Sales Tax is used to pay debt service on the Jackson County, Missouri Special Obligation Refunding Bonds (Harry S. Truman Sports Complex Project) Series 2014, issued to pay for capital improvements to the Sports Complex (the “**Existing Bonds**”). After payment of debt service on the Existing Bonds and other related Existing Bond expenses, the remaining Existing Sales Tax revenues, along with various other sources of revenue, are deposited into a repair, maintenance, management and operations fund for the Chiefs and a similar fund for the Royals.

K. Landlord, County and Tenant wish to complete a needed “**Arrowhead Stadium Renovation**” to make certain renovations to Arrowhead Stadium, which will be carried out by Landlord/County and Tenant pursuant to the terms of this A&R Lease and a development agreement (the “**Development Agreement**”) which specifically describes all expansions, renovations and improvements to be made to 52-year old Arrowhead Stadium and its environs.

L. Similar to the Existing Lease, Landlord desires to lease Arrowhead Stadium to the Chiefs under this A&R 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 City/State annual monetary contributions to the Arrowhead RMMO Fund as described in Section 10.5 below, to assist the Chiefs as Tenant in performing such obligations.

M. Similar to the Existing Management Agreement, Landlord and Tenant are entering into an Amended and Restated Management Agreement (the “**Management Agreement**”) to govern the management of the Leased Premises as defined in this A&R Lease by Tenant.



N. The County has proposed the imposition of a three-eighths (3/8) cent countywide parks sales tax and subject to approval by Jackson County voters on April 2, 2024 (the “**New Sales Tax**”), which New Sales Tax will be used to: (a) refinance and pay the Royals portion of the Existing Bonds and additional principal on new bonds to pay for the construction, repair, maintenance, management and operation of the Royals new major league baseball stadium (the “**New Royals Bonds**”); (b) refinance and pay the Chiefs portion of the Existing Bonds through their current maturity date (“**New Chiefs Bond**”, and together with the New Royals Bonds, the “**New Bonds**”); (c) pay for the repair, maintenance, management and operation of Arrowhead Stadium; (d) to pay debt service on the New Royals Bonds for the purpose of paying for the construction a new major league baseball stadium; (e) make deposits into the Arrowhead RMMO Fund; and (f) make deposits into a new Baseball RMMO Fund (once established).

O. Landlord and Tenant desire to amend and restate the Existing Lease in its entirety; provided, however, that Tenant is simultaneously entering into an amendment with Landlord to the Existing Lease to: (a) address the transition from the Existing Sales Tax to the New Sales Tax; (b) address the refinancing of the Existing Bonds with the New Royals Bonds and the New Chiefs Bond; and (c) govern the period of time following the passage of the New Sales Tax until the Vacate Date whereby the Chiefs and Royals both continue to occupy the Sports Complex (the “**2024 Amendment**”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and the mutual covenants set forth herein, Landlord and Tenant do hereby amend and restate the Existing Lease and agree as follows:

ARTICLE 1

CAPITALIZED TERMS/DEFINITIONS; TERM; EXTENSION OPTIONS; CONTINGENCIES

Section 1.1 Capitalized Terms/Definitions.

In addition to other defined terms set out in this A&R Lease, Section 34.1 below contains definitions used herein.

Section 1.2 Extended Term; Tenant Extension Options.

1.2.1 Extended Term. The term of this A&R Lease (the “**Extended Term**”) shall begin on the Effective Date and continue from its effectiveness through and until that date which is **Twenty-Five (25) years** after the issuance date of the New Chiefs Bond (the “**Commencement Date**”) and ending on the next succeeding January 31st thereafter, unless extended pursuant to Section 1.2.2, provided further that the terms of the Existing Lease shall continue to apply as provided in Section 1.7.

1.2.2 Tenant Extension Options. Provided that Tenant is not then in default under this A&R Lease, Tenant in its sole discretion, by written notice to Landlord given at least twenty-four (24) months prior to the end of the Extended Term, or the end of the applicable Extension Term, if any, shall have the right to extend this A&R Lease (and the



Management Agreement) for three (3) five (5) year “**Extension Term(s)**” on the then effective terms and conditions set out herein, except that there shall be no more than three Extension Terms. If the Tenant fails to exercise its options for the Extension Terms, upon expiration of the Term, Landlord/County shall be entitled to terminate the New Sales Tax with respect to the Arrowhead Stadium Renovations or redirect it to the Royals or other projects at the Sports Complex.

Section 1.3 A&R Lease Contingencies; Effective Date.

1.3.1 In General. This A&R Lease will not be operational and effective until the “**Effective Date**” which will be the date when all of the following “**A&R Lease Contingencies**” have been satisfied:

(i) By the next available election date but no later than **April 30, 2024**, a three-eighths (3/8) cent countywide parks sales tax (the “**New Sales Tax**”) must be approved by the voters of the County;

(ii) The New Sales Tax has been imposed by the County Legislature (and the Existing Sales Tax repealed), all of the A&R Lease Contingencies have been satisfied and the first day of the month has occurred after the County first receives proceeds from the New Sales Tax;

(iii) Fifty percent (50%) of the revenue from the New Sales Tax shall be allocated to the funding waterfall for Arrowhead Stadium in accordance with Section 10.5.2 of this Agreement or the Existing Lease, as applicable (“**Football Stadium Revenue**”). The remaining fifty percent (50%) of such revenue shall be allocated to support the Royals. In no event shall any of the Football Stadium Revenue be pledged or otherwise used to support, secure, or further any of part of the Royals’ project including any of the New Royals Bonds. Further, Landlord and Tenant shall collectively obtain assurances satisfactory to them that all uses of the Football Stadium Revenue as set forth in this A&R Lease are authorized and permitted under Applicable Law, including under the bond documents associated with the New Chiefs Bond and law applicable to the New Sales Tax;

(iv) One or more series of bonds or evidence of indebtedness may be issued by the County or the Authority, for purposes including redemption of the Series 2014 Bonds, subject to review and standard procedures of the County. The New Bonds shall be issued in one or more series, at such time, in an amount, on a taxable or tax exempt basis, at an interest rate or rates determined by market conditions at the time of issuance and under terms and conditions deemed acceptable by County and the Authority in their sole discretion. The New Bonds will not be backed by the credit of the County. The underwriters, bond counsel and finance professionals for such New Bonds shall be selected by the issuer, whether the County or the Authority. The County shall solicit input from Tenant but will have final decision-making authority as it relates to all components of the issuance of the New Bonds in an effort to achieve optimal conditions regarding the size and terms of the issuance.

(v) Landlord and County shall have redeemed the Existing Bonds. Such redemption structure and transaction shall be satisfactory to the Chiefs, the Landlord, the County and the underwriters of the New Bonds. Simultaneously with the redemption, the County shall issue the New Chiefs Bond having a principal amount that shall not exceed fifty percent (50%) of the existing principal balance of the Series 2014 Bonds and such New Chiefs Bond shall be scheduled for maturity on or about December 1, 2031. The New Chiefs Bond and New Royals Bonds must be issued simultaneously. The Football Stadium Revenue shall be pledged by the County to support the New Chiefs Bond;

(vi) On or before December 31, 2024, a commitment is received from other governmental entities to provide funding for the Project acceptable to Tenant as is reasonably required, together with the Tenant Contribution (as set forth in the Development Agreement), to complete Arrowhead Stadium Expansion and Renovation Plan;

(vii) By December 31, 2024, the Chiefs must have obtained NFL approval of this A&R Lease as provided in Section 34.11 below;

(viii) On or before May 31, 2024, the Tenant and the County or its designees must have entered into a mutually agreeable Community Benefits Agreement (the “CBA”);

(ix) The Royals relocate away from the Sports Complex and Baseball Stadium is demolished and the site cleared as more fully described in the 2024 Amendment and 2024 Royals Amendment;

(x) The Chiefs and the Royals shall have executed a mutually acceptable agreement, including but not limited to agreement with respect to coordination of the team’s respective projects, redemption of the Series 2014 Bonds, responsibilities related to Baseball Stadium’s demolition and related site conditions (at no cost to Landlord or the County), responsibilities for reimbursement of County and Landlord costs associated with the Project and the Royals Project; respective use and responsibility for the Central Services Facility; and responsibility for JCSCA Administrative Costs and Common Area costs until the Royals cease to operate from Baseball Stadium (the “**Teams Transition Agreement**”);

(xi) Execution and delivery of an extension or replacement of the Prime Lease for a term that is at least as long as the Extended Term, and any Extension Terms, as applicable;

(xii) Landlord and County have approved and executed the 2024 Amendment, this A&R Lease, the Development Agreement and the other documents described in the A&R Lease Contingencies.

(xiii) The Conditions Precedent in the Development Agreement shall have been satisfied.

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

(i) Cooperation. Landlord and Tenant shall work together in good faith to cause the A&R Lease Contingencies to be satisfied prior to the dates set forth in Section 1.3.1.

(ii) Right to Terminate. If any of the above A&R Lease Contingencies are not satisfied on or prior to the date specified 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 A&R Lease and the Development Agreement, in which event this A&R Lease shall be null and void.

Section 1.4 Continuation of Existing Lease.

1.4.1 Continuation of Existing Lease and Existing Management Agreement. The Parties and the County agree to work together and use their respective reasonable best efforts to cause the A&R Lease Contingencies to be satisfied prior to each of the A&R Lease Contingency'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 A&R Lease Contingencies date in question (even if satisfied after such date), may cause this A&R Lease to be null and void. If such null and void event occurs, the parties shall continue to operate under the Existing Lease and the Existing Management Agreement and neither party, or the County, shall be considered to have waived any rights or remedies under the Existing Lease and the Existing Management Agreement as a result of entering into this A&R Lease.

Section 1.5 Parties' Obligations Pending Effective Date of the A&R Lease.

Pending satisfaction of the A&R Lease Contingencies described in Section 1.3 above and the Effective Date of this A&R Lease, the parties shall continue to perform their respective duties and obligations under the Existing Lease.

Section 1.6 Royals Lease.

The parties recognize and agree that concurrently herewith, Landlord/County is negotiating a new Lease Agreement with the Royals for a Major League ballpark downtown and an amendment to the Existing Royals Lease that will govern process of the Royals vacating the Baseball Stadium and the subsequent demolition of the Baseball Stadium, among other items ("**2024 Royals Amendment**").

Section 1.7 Transition from Existing Lease to A&R Lease.

Certain provisions of this A&R Lease cannot be effective until such time as the Royals relocate away from the Sports Complex and Baseball Stadium is demolished and the site cleared as more fully described in the 2024 Amendment (the "**Vacate Date**"). Provided that the A&R Lease Contingencies have been met, the Parties shall continue to operate under the terms of the Existing Lease and Existing Royals Lease, as amended by the 2024 Amendment and the 2024 Royals Amendment, and Tenant shall have the right, in Tenant's sole discretion, to commence

Arrowhead Stadium Renovation, upon no less than ninety (90) days written notice to Landlord, prior to the Vacate Date in Tenant's sole discretion, which shall be governed by the terms of the Development Agreement.

ARTICLE 2

LEASED PREMISES

Section 2.1 Modification of Leased Premises.

Landlord and Tenant agree that upon the Vacate Date, the premises leased to Tenant hereunder shall include the Chiefs' Exclusive Leased Premises, the Central Services Facility, Stadium Plaza and the Royals Exclusive Leased Premises, and all other portions of the Sports Complex, as depicted on Exhibit A and legally described on Exhibit A-1 (collectively, the "**Leased Premises**"), subject to Landlord's control of the Common Areas (as defined in the Common Area Agreement) to the extent of Landlord's repair and maintenance obligations hereunder. Upon completion of the Final Designs (as defined in the Development Agreement), Landlord and Tenant will replace Exhibit A attached hereto with the final depiction of the Leased Premises, showing all structures, improvements and Common Areas (which shall consist of those resulting areas to be primarily used for public parking, sidewalks, roads, bridges and landscaping at the Sports Complex). Landlord will request that the County include the former Missouri Welcome Center as part of the leased premises under the Prime Lease.

ARTICLE 3

DELIVERY OF PREMISES; ARROWHEAD STADIUM RENOVATION PLAN

Section 3.1 Delivery of Premises.

Subject to the representations and warranties in the Development Agreement, the demolition of Baseball Stadium and related site work as provided for in the Teams Transition Agreement, and as otherwise provided for herein in this Lease, Tenant agrees to accept the Leased Premises leased exclusively by it in its current "**AS IS**" condition.

Section 3.2 Arrowhead Stadium Expansion and Renovation Plan.

3.2.1 Contemporaneously with the execution of this A&R Lease, or as soon as reasonably possible thereafter, and the effectiveness of this A&R Lease is dependent thereon, Landlord and the County on the one hand, and Tenant on the other hand, are to enter into an "**Development Agreement**" to carry out improvements to Arrowhead Stadium and other parts of the Leased Premises and Sports Complex as more particularly described in the Development Agreement. Arrowhead Stadium Expansion and Renovation Plan is presently anticipated to be completed as set forth in the Development Agreement. The specific minimum required projects for Arrowhead Stadium Expansion and Renovation Plan (the "**Arrowhead Plan Projects**") are set out on the attached Exhibit B.



3.2.2 Development Agreement shall more specifically list and describe each expansion and improvement project, including the Minimum Required Project Elements (as defined in the Development Agreement), to be accomplished at Arrowhead Stadium and the Sports Complex. Landlord/County shall contribute or arrange for a total contribution for the Arrowhead Plan Projects as set forth in Section 6.1 of the Development Agreement. The Project shall be funded and financed pursuant to Section 6.1 of the Development Agreement.

3.2.3 The terms of Development Agreement shall be consistent with the terms of this Lease, including this Section 3.2.3, and shall also include the following covenants and agreements:

A. Americans With Disabilities Act. The Arrowhead Stadium Expansion and Renovation Plan shall include all necessary work to cause Arrowhead Stadium to comply with all requirements of the then-existing Americans with Disabilities Act (“**ADA**”) to the extent applicable.

B. MBE/WBE Requirements. Tenant shall comply with certain MBE/WBE requirements substantially as set forth in the “**M/WBE Workforce Program and Policy**” attached to the CBA with such changes as may be agreed to by the parties after consultations with interested MBE/WBE organizations.

C. 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 the Chairman of the Jackson County Sports Complex Authority. Any such approval shall not be unreasonably withheld or delayed, and if Landlord shall not deliver written notice of disapproval (specifying in detail the reasons for such disapproval) within fourteen (14) days after written notice to Landlord from Tenant of Tenant’s selection of a general contractor, such general contractor shall be for all purposes deemed approved. The Development Agreement shall provide the mechanism by which the County and the Landlord shall have sufficient oversight to protect the public’s financial participation and interests in Arrowhead Stadium Expansion and Renovation Plan.

D. Prevailing Wage. The parties agree that Arrowhead Stadium 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.

E. Construction Team. The Tenant’s approved architect shall design Arrowhead Stadium Expansion and Renovation Plan, and the construction manager/general contractor selected by Tenant and approved as set forth in subpart C above shall manage and construct Arrowhead Stadium Renovation. Selection of a Construction Manager, if any, shall comply with Applicable Laws.

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

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

H. Right to Change Scope. Tenant shall have the right, at any time, to change the scope of Arrowhead Stadium 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 Arrowhead Stadium Expansion and Renovation Plan to make 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 Arrowhead Stadium Expansion and Renovation Plan to be less than the existing quality of comparable materials and finishes in Arrowhead Stadium or reduce the Minimum Required Project Elements (as defined in the Development Agreement).

I. Approval of Plans and Specifications. With respect to the Landlord's right to approve the plans and specifications for Arrowhead Stadium Expansion and Renovation Plan (program, schematic and final plans and specifications), Landlord and Tenant hereby agree that the following shall be applicable:

(i) Consent not Unreasonably Withheld. Landlord hereby agrees that it will not unreasonably withhold or delay its consent to any plans and specifications.

(ii) 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.

3.2.4 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 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.

Section 3.3 Deposit of Tenant Construction Funds.

3.3.1 Under Development Agreement, contracts for the portion of Arrowhead Stadium Expansion and Renovation Plan shall be entered into in accordance with the Development Agreement and Tenant shall deposit its Tenant Contributions as set forth in the Development Agreement.

ARTICLE 4

ALTERATIONS AND OTHER IMPROVEMENTS

Section 4.1 Alterations and Improvements by Tenant.

Tenant shall have the right, at its own expense without Landlord's consent, to make such alterations, changes and improvements to Arrowhead Stadium and install such trade fixtures as Tenant may deem necessary; provided, however, that any such alterations, changes, improvements and fixtures (a) do not materially change the overall function or design of Arrowhead Stadium nor shorten the useful life thereof nor materially change the aesthetics, sightlines, structure or systems thereof, and (b) do not violate Applicable Law or other provisions or requirements contained in this A&R Lease. Tenant shall not make any structural alterations, changes or improvements to the Sports Complex without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, changes, improvements and fixtures installed by Tenant at Arrowhead Stadium or at the Sports Complex at its own expense shall remain the property of Tenant throughout the Term and Tenant shall have the right to the depreciation on such alterations, changes, improvements and fixtures. Upon expiration or earlier termination of the Term, all such alterations, changes and improvements shall become the property of Landlord or the County.

Section 4.2 Development.

4.2.1 Tenant shall have the right at its own expense to pursue and develop other areas of the Leased Premises, including the area formerly occupied by the Baseball Stadium. Landlord shall have the same approval rights provided in the Development Agreement for the Arrowhead Stadium Renovation, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2.2 Tenant will consent to the County's (or its designee's) creation of a special taxing district with respect to any new permanent retail and office developments which maintain year-round business operations within the boundaries of the Royals Exclusive Leased Premises coterminous with this A&R Lease, for the purpose of generating new revenue for the County from the activities permitted herein. For the avoidance of doubt, facilities that are specifically operated for events that are principally open to serve events at the Sports Complex shall not be subject to the provisions of this Section.

4.2.3 The parties agree to execute an amendment to this Lease at such time as such special taxing district is created, setting forth the allocation of revenues generated from the County-created special taxing districts.

ARTICLE 5

MECHANICS' LIENS

Section 5.1 Mechanics' Liens.

Tenant shall not permit any mechanics' liens to exist or be filed as an encumbrance against the Sports Complex and, if any such lien shall be filed, Tenant shall cause such lien to be discharged, released, bonded or otherwise removed as an encumbrance against Arrowhead Stadium or the Sports Complex within forty-five (45) days of the filing thereof.

ARTICLE 6

RENT

Section 6.1 Rent.

6.1.1 Tenant shall pay to Landlord a basic annual rent (herein called the "**Basic Rent**") of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) payable in five (5) equal installments of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) each on the first day of each August, September, October, November and December.

6.1.2 In addition to the Basic Rent specified above, Tenant shall pay to Landlord by the July 31st next following the end of each Lease Year under this A&R Lease, annual percentage rent for any such Lease Year in which Gross Receipts, Net of Taxes exceeds the following:

- A. Five percent (5%) of Gross Receipts, Net of Taxes, in excess of \$18,000,000.00 up to \$30,500,000.00; and
- B. Four percent (4%) of Gross Receipts, Net of Taxes, in excess of \$30,500,000.00 up to \$42,500,000.00; and
- C. Two percent (2%) of Gross Receipts, Net of Taxes, in excess of \$42,500,000.00.

Any annual percentage rent due for a partial Lease Year under this A&R Lease shall be computed by determining a fraction, the numerator of which is the number of months in such partial Lease Year and the denominator of which is twelve (12) and adjusting the foregoing break points by multiplying such fraction times each of the break point figures of Gross Receipts, Net of Taxes, set forth above and thereby prorating percentage rent for such partial Lease Year.

Section 6.2 "Gross Receipts" and "Gross Receipts, Net of Taxes," Defined.

6.2.1 "Gross Receipts" for the purpose of Section 6.1 above and all other purposes under this Lease shall include only, and shall be limited to: (i) the gross amount received for admissions or the right to admissions to or for professional football games exhibited by



Tenant in Arrowhead Stadium and which remain after first deducting therefrom any tax or taxes as hereinafter defined; (ii) the profit or income of Tenant or an Affiliate of Tenant from any event exhibited solely by the Tenant in Arrowhead Stadium or at the Leased Premises which remains after deducting from the gross amount of admissions or ticket sales (a) all of Tenant's costs and expenses of production or exhibition including, without limitation, the costs of any talent, performers or shows, costs of acquiring or renting special equipment, wages for all ticket sellers, car parkers, security, maintenance and other direct personnel, costs of all advertising, publicity and promotion, costs of ticket printing and distribution including commissions for handling, credit sales and distribution, costs of utilities, insurance costs, costs of clean up before, during and after the event, any other direct expenses, and a reasonable amount (not to exceed 15% of the gross receipts of such event) to reimburse Tenant for its indirect overhead costs, and (b) any tax or taxes hereinafter defined; (iii) the gross income received by Tenant from the use of the Parking Lots for parking of automobiles and other vehicles and which remains after first deducting therefrom any tax or taxes as hereinafter defined; (iv) all amounts actually received by the Tenant as rentals or license fees for the use of Arrowhead Stadium or any part of the Leased Premises for any event exhibited by others than Tenant or an Affiliate of Tenant, including leasing of Arrowhead Stadium or Leased Premises other than Arrowhead Stadium to the National Football League for Post Season Games or to promoters or others for concerts or other events; whether, the rental or license fee therefor is fixed or on a percentage basis, and which remain after first deducting therefrom any tax or taxes as hereinafter defined; (v) either (a) the amount actually received by Tenant from its concessionaire pertaining to such concessionaire's concession sales or (b) if Tenant operates its own concessions, the net income or profit as determined under generally accepted accounting principles from all concession sales (excluding the sale of food and beverages in Suites) such as, for example, food, beverages, seat cushions, novelties, souvenirs, etc., or the rental of any item of personal property such as, for example, seat cushions, binoculars, etc., in Arrowhead Stadium, except and excluding amounts received the sale of programs, yearbooks and other club publications and advertising space or rights in respect to such programs, yearbooks and other club publications after deducting from gross sales all costs of goods sold, any other costs and expenses pertaining thereto and any tax or taxes as hereinafter defined and (vi) any net amounts received by Tenant (either directly or indirectly) by virtue of Sports Gambling through on-site wagering at a facility located within the Leased Premises on the outcome of games or events held, exhibited or played, at the Leased Premises.

6.2.2 Gross Receipts shall NOT include:

A. any amounts received by Tenant (either directly or as a member of the National Football League) by virtue of the following: (a) Broadcast Rights; (b) Arrowhead Stadium Naming Rights; (c) all signs and advertising described in Article 14; (d) except for the ticket sales price, described in Section 6.2.1, the sale or lease of rights to private Suites or clubs; and (e) the sale of personal seat licenses, or other similar instruments for any and all seats in Arrowhead Stadium, including the Suites; or

B. any sponsorship fees from organizations operating a Sports Gambling business, nor any amounts paid pursuant to any revenue sharing or other similar arrangement under the auspices of the NFL or with any NFL team.

6.2.3 "Gross Receipts, Net of Taxes," shall mean Gross Receipts, as above defined, less any tax or taxes in effect at any time during the term of this Lease, as it may be extended, whether imposed by the City of Kansas City, Missouri, the County, the State of Missouri, the United States of America, or any other governmental authority, which is computed on or fixed by reference to any amount which constitutes part of Gross Receipts and which is required to be collected by the Tenant (and its licensees or concessionaires, if any) from those from whom gross receipts are collected or received, irrespective of whether such tax may be included in the price of admission or is required to be separately stated and irrespective of the name (e.g., excise tax, sales tax, use tax, etc.) by which such tax is denominated.

6.2.4 For purposes of Section 6.2.1(ii) above, nonprofessional football games and other events exhibited solely by Tenant shall include non-professional football games and other events exhibited solely by: (i) Affiliates of Tenant; (ii) shareholders of Tenant or corporations in which such shareholders own a direct or beneficial controlling interest; and (iii) officers and employees of Tenant or corporations in which such officers or employees own a direct or beneficial controlling interest, but shall not include corporations, business trusts, partnerships or joint ventures in which Tenant and all of its affiliates, as defined herein, own fifty percent (50%) or less of the equity, profits interest or capital.

Section 6.3 All Rent Deposited into Arrowhead RMMO Fund.

All Basic Rent and annual percentage rent described above shall be deposited by Landlord into the Arrowhead RMMO Fund.

Section 6.4 Interest on Late Payments.

Subject only to the provisions of Article 27 (Default) hereof, in the event the Tenant should fail to make any of the payments of percentage rent required in this Article, the item or installment so in default shall continue as an obligation of the Tenant until the amount in default shall have been fully paid with interest at the Default Interest Rate.

ARTICLE 7

TENANT'S RIGHT TO USE; PREFERENCE PLAN

Section 7.1 Right to Use for Any Lawful Purposes.

The Leased Premises shall be under the management and control of the Tenant and the Tenant shall have the right to use, occupy, possess, enjoy, and rent the Leased Premises or any part thereof for any and all lawful purposes, and to allow others to use, occupy, possess and enjoy the Leased Premises or any part thereof for any and all lawful purposes.

Section 7.2 Tenant Covenant to Play Games in Arrowhead Stadium.

7.2.1 Playing of Games. Subject to Section 7.2.2 below, Tenant shall play, all of its Games at Arrowhead Stadium at all times during the Term. Notwithstanding the foregoing, Tenant shall be entitled to play, and the foregoing covenant shall not prevent or prohibit Tenant from playing, one (1) Home Game outside the Stadium that is scheduled by the NFL pursuant to an international, league-wide program, initiative or series during each NFL Season; provided, however, that such exempt Home Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season.

7.2.2 Untenantable Condition. Notwithstanding the provisions of Section 7.2.1 above, if, during the Term, an Untenantable Condition exists, then Tenant shall be entitled to play any affected Game or Games at an Alternate Site during the period in which such Untenantable Condition exists and continues to exist; provided that the Tenant shall promptly furnish written notice (in accordance with Article 33) to Landlord of the existence of such Untenantable Condition, which notice shall identify (to the extent that such information is known by the Tenant) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, and (iv) the length of any contractual commitment made by Tenant to play its Games at the Alternate Site. Without limiting the foregoing, upon the occurrence and during the continuance of any Untenantable Condition, Tenant shall (x) use commercially reasonable efforts to (A) mitigate and eliminate such Untenantable Condition as soon as reasonably practicable to the extent within the reasonable control of Tenant and (B) minimize the duration of such Untenantable Condition and any contractual commitment of Tenant to play its Games at an Alternate Site and (y) keep Landlord apprised of the status of such Untenantable Condition.

7.2.3 Cancelled Games. In addition, notwithstanding the provisions of 7.2.1 above, the Team shall not be obligated to play any Games at Arrowhead Stadium that have been cancelled and not rescheduled by the NFL.

Section 7.3 Updated Jackson County Preference Plan.

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 solely promoted by Tenant or its Affiliates 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 A&R Lease. Such plan shall not deprive season ticket holders of the right to renew subscriptions to seats or any priority parking rights.

7.3.1 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 Term, the Jackson County Preference Plan shall include the following:

- (1) Priority seating privileges with respect to game day ticket purchases;
- (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 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
- (4) For all other events held at Arrowhead Stadium promoted by the Chiefs, via its digital ticket sales platform, the Chiefs will provide Jackson County residents with either a reserved pre-sale or a reserved quantity of tickets for such events for a minimum of two (2) days before sales begin to the general public for a pre-sale or after for a reserved quantity. Such reserved quantity shall be based on the Club's projected demand for Jackson County reserved tickets for similar games. The Club shall use commercially reasonable efforts to provide for similar benefits for other events at the Sports Complex that are promoted by third parties subject to available tickets and other contractual commitments. Jackson County residents purchasing parking at the same time for these events will not be charged any Parking User Fee.

Section 7.4 Landlord Offices, Suite & Parking.

For no charge or fee during the Term, Tenant shall continue to provide Landlord with office space and the use of a suite (which may also be used by County officials and guests at the discretion of the Landlord) at the Leased Premises comparable to that presently being provided and the same number of reserved parking spaces presently being provided (which may also be used by County officials and guests at the discretion of the Landlord) which shall be in Lot E.

Section 7.5 Tours of Arrowhead Stadium.

Upon completion of Arrowhead Stadium Expansion and Renovation Plan, Tenant shall offer public tours of Arrowhead Stadium and other parts of the 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.

Section 7.6 Tenant's Right to Conduct or Facilitate Sports Gambling.

Tenant shall have the exclusive right to conduct or facilitate Sports Gambling at the Leased Premises for any part of the events held, exhibited, or played within the Leased Premises, as well as on-site wagering (i.e. wagering within the Leased Premises) on the outcome of events held, exhibited, or played elsewhere other than the Leased Premises. Except as provided in Section 6.2.1(vi), and subject to the terms thereof, Landlord will not share in Tenant's receipts from such Sports Gambling or from the exercise or sale or lease of any such rights, sponsorship fees from organizations operating a Sports Gambling business, nor any amounts paid pursuant to any revenue sharing or other similar arrangement under the auspices of NFL or with any NFL team. Neither Landlord nor the County will restrict, or cause to be restricted or limited in any way, the conduct of Sports Gambling, in any form or format legal in the State, at the Leased Premises.

Section 7.7 Right of First Offer Related to Practice Facilities and Offices.

If Tenant desires to relocate its administrative offices and training facility from the Sports Complex in the future during the Term, Tenant will provide the County the first opportunity to make a proposal for such relocation within Jackson County.

ARTICLE 8

CIVIC AND CHARITABLE USE

Section 8.1 Tenant agrees to cooperate with the Landlord and the County with regard to the use of Leased Premises, including, without limitation, Arrowhead Stadium, for civic and charitable purposes. Tenant, Landlord and the County must all consent to any civic and/or charitable use of the Leased Premises, which consent shall not be unreasonably withheld. It is understood and agreed that (1) the Tenant will operate its parking and food concessions to provide reasonably adequate services for such use; (2) unless otherwise agreed any such use will not occur within 48 hours prior to, and 48 hours subsequent to, any scheduled event by either the Tenant; (3) any such use will not conflict in nature with any event or proposed use of the Leased Premises by the Tenant; (4) "civic and charitable use" does not include such events as charity or benefit games, circuses, shows, or similar sports or entertainment attractions whether or not a ticket or entrance fee is charged; (5) all parking and concession revenues for any such use of the Leased Premises will be retained by the Tenant subject only to the Tenant's obligation to pay rentals based on Gross Receipts as herein otherwise provided for in this Lease; (6) any such user would be required to pay Tenant promptly all direct costs of use of the Leased Premises or any part thereof, including a reasonable overhead charge, and the Tenant shall have the right to require the user to post a bond or deposit unless the County guarantees or agrees to pay directly such reimbursement to the Tenant; (7) any such user will be required to pay the cost, and furnish evidence, of adequate liability and property damage insurance to be approved by the Landlord and the Tenant; (8) in addition to the reimbursement provided for the Tenant above, the Tenant shall be entitled to be reimbursed by the user for Tenant's expenses in restoring the Leased Premises, if necessary, to its normal condition prior to the civic or charitable use. Such restoration shall be made by the Tenant and billed to the user at Tenant's cost plus a reasonable overhead charge, and (9) except for the reimbursement to the Tenant herein provided for and the benefit, if any, of providing and operating parking and concessions, Tenant is to receive no compensation for the use of the Leased Premises for the civic and charitable purposes as herein provided.

ARTICLE 9

UTILITIES

Section 9.1 Tenant to Pay Leased Premises Utilities.

Consistent with the terms of the Management Agreement, 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 and Common Areas, including, without limitation, those consumed or used in Arrowhead Stadium, its immediate environs, and Tenant's practice fields and all utilities directly related to events at Arrowhead Stadium. Accounts for utilities at the Leased Premises will be in the name of

the County or the Authority, and the County or the Authority, as applicable, will invoice Tenant for all utility bills received on behalf of the Tenant.

ARTICLE 10

CLEANING, MAINTENANCE AND REPAIR; ARROWHEAD RMMO FUND; LANDLORD ADMINISTRATIVE FUND

Section 10.1 Cleaning by Tenant.

Subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's RMMO Funds Required Deposits to be made yearly during the Term, as it may be extended, Tenant, at its cost and expense, shall be responsible for cleaning the Leased Premises at all times, including before and after each Arrowhead 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 by Landlord.

During the Term, as it may be extended, Landlord, at its cost and to the extent of available funds in the Common Areas RMMO Fund (as defined below), shall be responsible for cleaning all those parts of the Common Areas of the Sports Complex covered in the Annual Common Area Budget (as defined below) 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 all parts of the Leased Premises, including Arrowhead Stadium, if used by Landlord/County for civic or charitable events.

Section 10.3 Maintenance and Repair by Tenant.

10.3.1 Ordinary Maintenance. Subject to Landlord's yearly payment of the RMMO Fee and Landlord/County's RMMO Funds Required Deposits (as defined below), during the Extended Term, and any Extension Terms, as applicable, Tenant, at its cost and expense, will maintain and be responsible for the ordinary repair of all of the Leased Premises in a First Class NFL Manner, including, without limitation, Arrowhead Stadium, its immediate environs, the Maintenance Building-Pavilion, Tenant's practice fields, any part of the Central Services Facility, all signs, the Common Areas (to the extent required beyond Landlord's expenditure of all Common Areas RMMO Fund Monies), 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.

(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 RMMO Funds Required Deposits during the Extended Term, and any Extension Terms, as applicable, Tenant, at its cost and expense, shall be responsible for maintaining, repairing and replacing when necessary, in a First Class NFL Manner all non-



structural and structural portions, parts, pieces or components of the Leased Premises, 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; turf in Arrowhead Stadium and any practice field of Tenant; scoreboards and matrixes and components thereof; 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 Arrowhead 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 Arrowhead Stadium; Arrowhead Stadium sound systems; garbage collection, compaction and disposal systems; turnstiles, elevators, escalators or other "people movers", bubbles, roofs or other protective coverings for Arrowhead Stadium or any practice field of Tenant; the Common Areas (to the extent required beyond Landlord's expenditure of all Common Areas RMMO Fund Monies); 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, Tenant retains the rights set forth in Section 19.2 to terminate this A&R Lease in certain events.

10.3.3 Other Tenant Obligations. At all times during the Extended Term, and any Extension Terms, as applicable, the above obligations of Tenant shall include Tenant making any and all repairs, additions or modifications to the Leased Premises, including, without limitation, the Arrowhead Stadium, its immediate environs, the Maintenance Building-Pavilion, Tenant's practice fields, the Central Services Facility, and the Common Areas (to the extent required beyond Landlord's expenditure of all Common Areas RMMO Fund Monies), 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 Extended Term, and any Extension Terms, as applicable, Landlord, at its cost and expense, to the extent of available funds in the Common Areas RMMO Fund and as determined in the Annual Common Area Budget (as defined below), will maintain and be responsible for the maintenance and repair of all Common Areas of the Sports Complex, as the same may be modified pursuant to Section 2.1 above, 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 lawnscape/landscape items; street or directional signs and all other applicable parts of the Common Areas, and other areas of the Leased Premises as mutually agreed from time to time. 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.

On an annual basis, on or before November 1st of each year, Landlord shall provide Tenant a list of repair and maintenance items within the Sports Complex Common Areas to be undertaken by Landlord in the upcoming year and associated budget related thereto ("**Annual Common Area Budget**"). Tenant shall have the right to review and approve the Annual Common Area Budget, which approval will not be unreasonably withheld, conditioned or delayed.

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

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

10.5.1 Establishment; Investment. Landlord/County shall establish, own and administer a separate and segregated account (and including any new account that may be mutually approved by Landlord and Tenant) for said Arrowhead RMMO Fund with a bank or financial institution reasonably acceptable from time-to-time to Tenant. The Arrowhead RMMO Fund may be a segregated account held by the bond trustee pursuant to the New Chiefs Bond governing documents at any time while the New Chiefs Bond is outstanding. Landlord shall make deposits into the Arrowhead RMMO Fund as provided below in this Section 10.5.2. All amounts in the Arrowhead RMMO Fund shall be invested in Permitted Investments (as defined below) through such entity or entities as shall be selected by Landlord or County. All amounts so deposited in the Arrowhead RMMO Fund, 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 Arrowhead RMMO Fund), less the reasonable costs of investing such funds which may be paid out of the Arrowhead RMMO Fund, are sometimes collectively referred to as the "**Arrowhead RMMO Fund Monies**". Landlord shall require that all investment entities furnish both it and Tenant with monthly statements showing the account status of Arrowhead RMMO Funds.

10.5.2 Landlord's/County's Deposits. On or before the last business day of the first Lease Year in which this A&R Lease is effective (with any partial Lease Year prorated) and on or before each annual last business day anniversary thereof during the Term, as it may be extended, Landlord/County shall deposit (herein referred to as the "**Landlord/County's Arrowhead RMMO Fund Required Deposits**") the following amounts:

(i) Fifty percent (50%) of the total of New Sales Tax yearly proceeds together with interest, if any, earned on the proceeds from the New Sales Tax after all principal and interest payments on the New Chiefs Bond (until such date that the New Chiefs Bond is paid off);

(ii) Fifty percent (50%) of the annual Existing Local/State Sports Complex Revenues; **plus**

(iii) One Hundred percent (100%) of any other future or new Local or State revenues for the Leased Premises, if any; **plus**

(iv) One Hundred percent (100%) of the Parking User Fees after payment of the amounts described in Section 13.1; **less**

(v) The RMMO Fee payable annually by Landlord to Tenant pursuant to Section 11.1; **less**

(vi) Any amount necessary to fully fund the Common Areas RMMO Fund Monies due to any shortfall in the Parking User Fee; **less**

(vii) Any amounts to be deposited into the Disbursement Account pursuant to Section 6.01 of the Development Agreement.

10.5.3 Disbursement of Arrowhead RMMO Funds. Disbursements of available Arrowhead RMMO Fund Monies are subject to the prior Reasonable Written Approval of Landlord based on Tenant's written request. Subject to such prior Reasonable Written 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 Arrowhead 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 this A&R Lease for the Leased Premises during the Term (including the Term of the Existing Lease, the Extended Term of this A&R Lease and the Extension Terms of this A&R Lease, as applicable). "**Reasonable Written Approval**" shall mean a determination that such costs and expenses are eligible for disbursement as provided under this Agreement without reserve. 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 C. In the case of "**Capital Improvements**" (as defined blow) or any repairs (or related repairs) exceeding **\$250,000.00**, 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 Arrowhead RMMO Fund, all costs and expenses must have been incurred on market terms.

10.5.4 Combined/Summary Requests by Tenant. Tenant may from time to time submit a combined or summary request to Landlord for ordinary and reoccurring costs and expenses payable out of the Arrowhead RMMO Fund as provided hereunder.

10.5.5 No Limitation; Insufficient Lease Year Funds. Tenant acknowledges and agrees that the various repair, maintenance, management and operation obligations of Tenant under this A&R Lease and the Existing Lease, are neither limited nor reduced in any respect by the available Arrowhead RMMO Fund Monies existing from time-to-time. Any surplus available Arrowhead RMMO Fund Monies from a Lease Year shall be carried over to the next Lease Year throughout the Term. Further, in the event that during any Lease Year there shall be insufficient available Arrowhead RMMO Fund Monies for Tenant's authorized uses thereof, all of Tenant's unfunded authorized uses of available Arrowhead RMMO Fund Monies from prior Lease Years during the Term shall be funded or made up (without interest) in later Lease Years with a carryover of such unfunded authorized uses to later Lease Years unless and until such amounts are funded from the Arrowhead RMMO Fund, to the extent of available funds without reserve. Tenant will be reimbursed for all RMMO costs and expenses paid, incurred, or to be incurred throughout the Term (including the Term of the Existing Lease, the Extended Term of this A&R Lease and the Extension Terms of this A&R Lease, as applicable) from all funds required to be deposited into the Arrowhead RMMO Fund through the end of the Term of this A&R Lease.

10.5.6 Ineligible Tenant RMMO Fund Uses. Notwithstanding any other provisions of this Section 10.5, Tenant agrees that no disbursements of available Arrowhead 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; and

(ii) Any other cost or expense that is not directly related to the repair, maintenance, management or operation of the Leased Premises.

Section 10.6 Landlord Administrative Fund.

In order to provide Landlord with its sole required source of funds for JCSCA Administrative Costs (the "**Landlord Administrative Fund**") to be funded and used on the following basis:

10.6.1 Establishment; Investment. Landlord/County shall establish, own and administer (subject to the provisions hereof) a separate and segregated account for said Landlord Administrative Fund with a bank or financial institution reasonably acceptable from time-to-time to Tenant. Landlord/County shall make deposits into the Landlord Administrative Fund as provided below in this Section 10.6. 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 Landlord Administrative 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, but shall remain in the Landlord Administrative Fund), less the reasonable costs of investing such funds which may be paid out of the Landlord Administrative Fund, are sometimes collectively referred to as the **"Landlord Administrative Fund Monies"**. Landlord/County shall require that all investment entities furnish both it and Tenant with monthly statements showing the account status of the Landlord Administrative Funds.

10.6.2 Landlord's/County's Deposits. On or before the last business day of the first Lease Year of this A&R Lease (with any partial Lease Year prorated) and on or before each annual last business day anniversary thereof during the Term, as it may be extended, Landlord/County shall deposit (herein referred to as the **"Landlord/County's Landlord Administrative Fund Required Deposits"**) the following amount: \$500,000.00 as of the Effective Date per Lease Year with three percent (3%) annual increases, which is one-half of Landlord's estimated total annual JCSCA Administrative Costs.

10.6.3 Disbursement of Landlord Administrative Funds. Landlord shall, from time-to-time, disburse to itself available Landlord Administrative Fund Monies to pay JCSCA Administrative Costs as well as any costs and expenses paid or to be incurred by Landlord under Section 10.4 and Section 11.2 of this A&R Lease.

10.6.4 Consultant Costs. Tenant agrees that because the due diligence and analysis of the transactions contemplated herein were undertaken by the County and the Authority solely at the request of Tenant and Royals, Tenant and Royals agreed to share the cost and expense of the County and the Authority, respectively, which each such party incurred prior to the execution of this A&R Lease and Development Agreement (each and collectively, **"Consultant Costs"**), but with payment conditioned upon the execution of this A&R Lease, Development Agreement, a replacement of the Existing Royals Lease and Royals development agreement by all parties. Such Consultant Costs may include, by way of example and not of limitation, the cost and expense incurred by the County and/or the Authority, as applicable, legal and consulting costs incurred to prepare and negotiate the Letter of Intent executed by the County, Landlord, Tenant and Royals, prepare this A&R Lease, Development Agreement and related documents referenced herein, perform and cause the performance of financial and underwriting projections and analysis, engage staff and third-parties to perform any of the foregoing, and to convene stakeholders in connection with the CBA. The County's and the Authority's respective Consultant Costs will be paid by Tenant within thirty (30) days following the invoicing thereof by the County and the Authority, as applicable (each, a **"Reimbursement"**). In no event will Tenant's total payment liability for the County's or the Authority's Consultant Costs exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for the Authority and Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) for the County. The Consultant Costs subject to Reimbursement which are due and owing by Tenant, as well as other Consultant Costs paid by the County and the Authority, may be reimbursed to the paying party, as applicable, from the proceeds of the New Bonds or the costs of issuance account.

The Consultant Costs to be paid by Tenant pursuant to this Section 10.6.4 shall not be paid from the Landlord Administrative Fund Monies or the Common Areas RMMO Fund Monies.

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 this Lease for the Common Areas, there shall be established a **Common Areas Repair, Maintenance, Management and Operations Fund** (the "**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. Landlord/County shall make deposits into the Common Areas 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 Common Areas 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, 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**". Landlord/County shall require that all investment entities furnish both it and 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 this A&R Lease (with any partial Lease Year prorated) and on or before each annual last business day anniversary thereof during the Extended Term and any Extension Terms, as applicable, Landlord/County shall deposit (herein referred to as the "**Landlord/County's Common Areas RMMO Fund Required Deposits**") the following amount: as of the Effective Date an amount equal to \$826,000.00 multiplied by one hundred three percent (103%) per year on a cumulative basis for each year that elapses between the date this Lease is executed by Landlord and Tenant and the Effective Date and thereafter subject to annual three percent (3%) increases per Lease Year, which is the estimated total annual cost of the Sports Complex Common Areas for which Landlord is responsible under this A&R Lease, subject to adjustment in accordance with Section 10.4.

10.7.3 Disbursement of Common Areas RMMO Funds. Disbursements of available Common Areas RMMO Fund Monies shall be made in accordance with the Annual Common Area Budget adopted under Section 10.4. Landlord shall, from time-to-time, disburse to itself, Tenant, or third party services providers, available Common Areas RMMO Fund Monies to pay costs and expenses paid or to be incurred related to the repair, maintenance, management or operation obligations of the Common Areas under Sections

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10.4 and 11.2 of this A&R Lease. Distributions from the Common Areas RMMO Fund shall be made as determined by the Landlord consistent with the applicable Common Area Annual Budget. In the case of “**Capital Improvements**” (as defined below) or any repairs (or related repairs) exceeding **\$250,000.00**, Landlord shall solicit competitive bids or other evidence of market terms reasonably acceptable to 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 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 responsibilities of Landlord under this A&R 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. To the extent of available funds, Landlord shall expend all amounts set forth in the Annual Common Area Budget.

Section 10.8 Distribution of RMMO Funds Upon Expiration of Term.

Upon the expiration or earlier termination of the Term, any funds, monies or Permitted Investments remaining in Arrowhead RMMO Fund, Common Areas RMMO Fund or the Landlord Administrative Fund, shall be distributed to the County.

ARTICLE 11

MANAGEMENT OF STADIUM/EVENTS

Section 11.1 Management of Arrowhead Stadium; RMMO Fee.

Subject to Landlord’s yearly payment of the RMMO Fee and Landlord/County’s RMMO Fund Required Deposits, Tenant shall be responsible at its cost and expense to manage and operate the Leased Premises, for all Games and other events for which Tenant or its Affiliate is the primary recipient of revenues from, or sponsors, such event, under the Management Agreement, as modified by this Lease. The “RMMO Fee” payable each Lease Year under this A&R Lease by Landlord to Tenant is the “Management Fee” referred to and calculated under the Management Agreement and is not for deposit into the Arrowhead RMMO Fund but rather is to assist Tenant in managing and operating Arrowhead Stadium as part of this A&R Lease structure.

Section 11.2 Management of Civic and Charitable Events.

During the Term, Landlord at its sole cost and expense, to the extent of available funds in the Common Areas RMMO Fund, shall be responsible to manage any civic or charitable events sponsored by Landlord or the County at Arrowhead Stadium.

Section 11.3 Sports Complex Minority Participation Program.

Tenant will use all reasonable best efforts to achieve minority participation for planning and construction of the Arrowhead Stadium Expansion and Renovation Plan as set forth in the Development Agreement.

ARTICLE 12

ENVIRONMENTAL MATTERS

Section 12.1 Environmental Matters.

12.1.1 As used herein, "**Hazardous Substance**" means any pollutants, contaminants, substances, hazardous and/or toxic chemicals, carcinogens, wastes, and any ignitable, corrosive, reactive, toxic or other hazardous substances or materials, whether solids, liquids or gases (including, but not limited to, petroleum and its derivatives, PCBs, asbestos, radioactive materials, waste waters, sludge, slag and any other substance, material or waste), harmful mold or mold like organisms, as defined in or regulated by any Environmental Laws or as determined by any Governmental Authority.

12.1.2 Landlord and Tenant each warrant and represent to the other that neither it nor any of its agents or contractors has used, stored, generated or disposed of Hazardous Substances on or in the Leased Premises prior to the date hereof and that it is not aware of nor has it been informed of any storage, generation or disposal of Hazardous Substances thereon or therein by any prior owners or others except as referenced in Section 6.08(c) of the Development Agreement.

12.1.3 Neither Landlord nor Tenant shall cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by it, its agents, employees, contractors or invitees or others. If any hazardous substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises become contaminated in any manner during the Extended Term, and any Extension Terms, as applicable, whether from hazardous substances, asbestos or petroleum products (including gasoline, diesel, propane or other fuel tank spills, seepages, leakages, releases or other discharges) or otherwise, the responsible party shall indemnify and hold harmless the other from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, reasonable attorneys', consultant and expert fees) arising during or after the term of this A&R Lease and arising as a result of that contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if either Landlord or Tenant causes or permits the presence of any Hazardous Substance on the



Leased Premises or there is a spill, leakage, seepage, release or other discharge of asbestos or petroleum products that results in contamination, the responsible party shall promptly upon discovery or notification thereof, whether during or after the term hereof, at its sole expense, take any and all necessary actions to return the Leased Premises to substantially the same condition as existed prior to the presence of any such hazardous substance, asbestos or petroleum products on or in the Leased Premises. The responsible party shall first obtain the other party's approval for any such remedial action, which approval shall not be unreasonably withheld or delayed.

12.1.4 Without limiting anything in 12.1.3 immediately above, and as part of Tenant's permitted uses of the Leased Premises set forth hereinabove, Landlord and Tenant shall have the right to deposit or place on mutually agreed upon portions of the Leased Premises gasoline, diesel and other fuel storage tanks upon the following conditions: (i) such tanks shall be limited in number to only those reasonably necessary to service the operation of its facilities; (ii) the exact location thereof shall be disclosed in writing to the other party; (iii) each such tank, and its related piping and systems, shall at all times comply with any Environmental Law pertaining to such tanks and their related systems including corrosiveness standards, structural integrity over operating life, installation standards, tank filling procedures, repair and frequency of repair, replacement or upgrading, tank system closure, release or leakage detection, and reporting and cleanup of any spills, leakage of release; (iv) the party which installed or installs the same shall be completely liable and responsible for its tanks and the proper use thereof; and (v) upon the expiration of the term of this A&R Lease, as may be extended, or the sooner termination thereof, if installed by it, Tenant shall, at Landlord's sole option, but at Tenant's sole cost, either remove such tanks from the Leased Premises or empty, purge and close down the same or leave the same in place and surrender the same with other improvements on the Leased Premises.

Section 12.2 Survival. The provisions of this Article 12 will survive the expiration, termination or cancellation of this A&R Lease.

ARTICLE 13

USER FEES/TAXES; RENT ABATEMENT

Section 13.1 No User Fees/Taxes; Exception.

13.1.1 Parking User Fee. 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 to impose a parking user fee (the "**Parking User Fee**") in an initial amount equal to \$4.50 per vehicle, adjusted annually pursuant to Section 13.1.2 below, and collected by Tenant for admission to the Parking Lots for Tenant events at the Sports Complex. Any such Parking 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 for collections in the prior month by Tenant to Landlord or directly to the trustee, if required under the New Chiefs Bond governing documents: the JCSCA general fund for its administrative

costs (\$500,000.00 as of the Effective Date with three percent (3%) annual increases); the Common Areas RMMO Fund (\$826,000.00 as of the Effective Date in accordance with Section 10.7.2); and the remainder to the Arrowhead RMMO Fund in accordance with Section 10.5.2. The Parking User Fee will not apply to the Super Bowl or other events that prohibit such fees or charges 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 \$500,000.00 as of the Effective Date per year with three percent (3%) annual increases for the entire period of this Lease. Landlord and Tenant acknowledge and agree that the Parking User Fees shall not be deemed (nor included within) Gross Receipts, Net of Taxes, as defined herein.

13.1.2 Parking User Fee Adjustments. On or before February 28th of each calendar year in which the Parking User Fee is imposed and collected as set forth above, the Parking User Fee shall be \$4.50 per vehicle as of the Effective Date, increased by three percent (3%) per annum.

Section 13.2 Targeted Taxes.

If any new "Targeted Taxes" (taxes that affect only the Tenant or only sports/entertainment enterprises but excluding a Parking User Fee) are imposed during the Term, by the City, the County, or the State, other than as contemplated in Section 4.2 above, Landlord shall first reduce the offset to the contribution by Tenant to the Common Areas RMMO Fund for Landlord/County's required yearly contribution to Arrowhead RMMO Fund under Section 10.5.2 of this Lease 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 the Leased Premises 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, but excluding any tax implemented as contemplated in Section 4.2.

ARTICLE 14

ALL ADVERTISING AND SIGNS; BROADCAST RIGHTS

Section 14.1 All Advertising and Signs.

14.1.1 The Tenant shall have the sole and exclusive right to place and license others to place advertising and signs on all scoreboards, walls and any other areas within, on or around Arrowhead Stadium, its immediate environs and Tenant's practice fields, and to receive and retain all revenues therefrom. The Tenant shall have sole discretion as to the size, form and content of all such advertising or signs.



14.1.2 The Tenant and/or its concessionaire or concessionaires may, in Arrowhead Stadium and on the persons of vendors or any receptacles they may carry, display advertising of any kind, including but not limited to such signs, price lists and other advertising materials calculated to inform patrons of the food, drink, articles of merchandise and/or admission tickets being offered for sale. In addition, the Tenant shall have the right to display advertising in the stadium club, suites and on menus in such club and on programs, yearbooks and other printed materials sold in any part of the Leased Premises.

14.1.3 In addition to the provisions hereinabove set forth, Tenant shall have the right to place other advertising on the Leased Premises other than Arrowhead Stadium, its immediate environs and Tenant's practice fields subject to the written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

14.1.4 Tenant shall have the right to receive and retain all revenues from all advertising permitted by this Lease, and such revenues shall not be included in "Gross Receipts" for the computation of rent pursuant to Article 6.

14.1.5 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 Arrowhead Stadium that would alter the name of the stadium as a whole (currently GEHA Field at Arrowhead Stadium) (the "**Arrowhead 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.

Section 14.2 Broadcast Rights. Tenant shall have the exclusive right to control, conduct, lease, license, grant concessions with respect to, sell, benefit, control and enter into agreements with respect to the Broadcast Rights; provided that the duration of any such lease, license, concessions grant or other similar agreement with respect to the Broadcast Rights shall expire no later than the end of the Term. Unless requested by Tenant its sole discretion, Landlord shall not grant any Broadcast Rights to any third party or otherwise assist any third party's efforts to disseminate or distribute any pictures, images, sounds, descriptions, or other accounts at all or any portion of any Stadium Events.

ARTICLE 15

ARBITRATION

Section 15.1 Arbitration. All disputes arising under this A&R Lease, the Development Agreement, the CBA, and the Management Agreement, except any injunction or action for specific performance filed pursuant to Section 27.2.B.(ii), the Development Agreement, or the Management Agreement or the breach or threatened breach thereof, shall be settled by arbitration, conducted in Kansas City, Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association as follows:

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A. Arbitration will be commenced by a written demand made by any Party upon the other Parties.

B. The arbitration will be submitted to three arbitrators selected by those Parties appearing in the arbitration from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, which may include arbitrators on its Large Complex Case Panel, and who reside in the state of Missouri. In the event that an insufficient number of qualified arbitrators are available from the State of Missouri, such that the Parties appearing in the arbitration are unable to agree upon a panel of three arbitrators from said state within forty-five (45) days following the filing of the demand for arbitration, additional arbitrators will be drawn from the national list of arbitrators maintained by the American Arbitration Association from any states contiguous to the state of Missouri.

C. The arbitrators will not have power to add to, modify, detract from, terminate or otherwise alter in any way the provisions of this A&R Lease. No arbitrator may make an award of punitive or exemplary damages.

D. The arbitrating Parties will each pay for the services of its attorneys and witnesses, plus its proportionate share of the costs relating to the arbitration.

E. The decision or award of the arbitrators shall be entered with a court of competent jurisdiction and will be enforced according to the laws of the State of Missouri.

ARTICLE 16

SPORTS COMPLEX SECURITY

Section 16.1 Arrowhead Stadium/Events Security by Tenant.

16.1.1 Subject to Landlord's timely payment when due of the RMMO Fee, and Landlord/County's RMMO Fund Required Deposits, pursuant to the Management Agreement, during the Extended Term, and any Extension Terms, as applicable, Tenant, at its cost and expense, will provide such permanent security guards and night watchmen and event day security personnel as may be necessary in order to provide twenty-four hour per day, year-round protection and security for the Leased Premises and Common Areas.

16.1.2 It is understood that nothing in this A&R 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 Arrowhead 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

Arrowhead Stadium or other parts of the Leased Premises for security, safety, traffic control or other related purposes.

Section 16.2 Security.

16.2.1 During the Extended Term, and any Extension Terms, as applicable, Tenant shall be responsible at its 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 Leased Premises.

16.2.2 During the Extended Term, and any Extension Terms, as applicable, 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 Arrowhead Stadium.

ARTICLE 17

INSURANCE

Section 17.1 Casualty Insurance on Arrowhead Stadium. From and after the Effective Date and continuing for the remainder of the term of this Lease, as it may be extended, Tenant at its cost and expense, shall maintain in full force and effect casualty and hazard insurance from solvent and responsible carriers authorized to do business in Missouri covering the Leased Premises and Common Areas, including Arrowhead Stadium, the playing field and scoreboards, Tenant's practice fields, any improvements or betterments thereto at any time made by Tenant or at Tenant's expense which are a part of the real estate and become the property of the Landlord or County at the expiration or sooner termination of the term of this Lease, and all personal property of the Landlord and County contained therein. Such insurance shall be for the full replacement cost value (or at least 90% thereof) of the insured property, with any coinsurance provision waived by an agreed amount clause, and shall be provided on an "all risks" basis (including coverage for flood and earthquake). Such "all risks" coverage may be subject to a reasonable deductible, but that deductible shall not exceed deductibles on comparable NFL facilities. The property insurance required hereunder may include sub-limits with respect to certain causes of loss and specific coverages as reasonably determined by Tenant. Such property insurance may also include optional extended coverages as reasonably determined by Tenant. Such insurance shall include coverage for business interruption losses to the extent available on commercially reasonable terms. Such property insurance shall include the interest of Tenant, Landlord, and County in the Leased Premises and Common Areas. Subject to its restoration obligations set forth in Section 19, Tenant shall be named the loss payee under such insurance provided that with respect to any optional coverages such as business interruption, loss of rents, and extra expense coverages any losses covered by such coverages shall be adjusted separately with Tenant and Landlord. To the extent Landlord actually receives payments in lieu of rentals by virtue of such coverage, Tenant shall be relieved of its obligation to pay as rent an amount equal to the payments received.

Section 17.2 Liability Insurance and Other Insurance. Nothing stated in this A&R Lease shall abrogate that certain memorandum of understanding dated November 21, 2023 concerning liability insurance, entered into by the Landlord and Tenant, which remains in full force and effect.

17.2.1 At all times during the Extended Term, and any Extension Terms, as applicable, Tenant shall obtain and maintain in full force and effect, at Tenant's cost and expense, the following insurance coverages:

A. Comprehensive general liability insurance on an "occurrence" basis, with minimum limits of liability of \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the aggregate.

B. Automobile liability insurance with coverage and limits of not less than \$1,000,000.00 Each Accident.

C. Workers' compensation insurance on all persons employed by Tenant in or about the Sports Complex, including Arrowhead Stadium or the Leased Premises, in connection with Tenant's operations.

D. Umbrella liability insurance which follows the form of the comprehensive general liability and automobile liability policies with coverage and limits of not less than \$10,000,000.00.

Notwithstanding the foregoing, Tenant may self-insure the required coverages set forth herein with the Landlord's prior written consent, not to be unreasonably withheld or delayed. Within a reasonable time after Tenant's request for approval to self-insure, Landlord may reasonably request information regarding evidence of Tenant's financial capacity and ability to adequately self-insure such coverages and set conditions and requirements for Tenant's self-insurance program.

17.2.2 At all times during the Extended Term, and any Extension Terms, as applicable, Landlord shall maintain:

A. Comprehensive general liability insurance on an "occurrence basis", with minimum limits of liability of \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the aggregate. Beginning on the commencement of construction of the Project, Tenant shall reimburse Landlord for the costs of obtaining the liability policy referenced in this Section 17.2.2(A) as part of the Landlord's Administrative Fund. On an annual basis, Landlord and Tenant shall meet to determine the most cost-effective method of covering the risks provided by the liability policy referenced in this Section 17.2.2(A).

B. Workers' compensation insurance on all persons employed by Landlord in or about the Sports Complex, including Arrowhead Stadium or the Leased Premises, in connection with Landlord's operations.

C. Casualty insurance on an "all risks" basis (including coverage for flood and earthquake) and for the full replacement cost of the maintenance building constructed by Landlord to the extent not covered by the insurance set forth in Section 17.1.

17.2.3 The insurance procured by Tenant pursuant to Section 17.2.1(A) and the insurance referenced in Section 17.2.2(A) shall contain a waiver of subrogation.

17.2.4 The commercial general liability policy described in Section 17.2.1(A) shall include the Landlord and County as additional insureds.

17.2.5 Current duplicate originals of every policy of insurance required to be maintained by Landlord or Tenant above or current certificates of such insurance, shall be deposited at all times with the other party and, in any event, not less than ten (10) days before the expiration of any existing policies. Each such policy shall be issued by a solvent and reputable insurance company or companies authorized to do business in Missouri and shall be non-cancellable and non-modifiable with respect to the County, Landlord and Tenant except upon at least thirty (30) days' prior written notice to each of them. Landlord and Tenant each shall provide the other a current certificate of any insurance required to be provided by it within ten (10) days of such written request therefor. The cost of insurance procured by Landlord pursuant to Section 17.2.2 above shall be payable from the Arrowhead RMMO Fund.

Section 17.3 Other Insurance Provisions.

17.3.1 The Landlord and the Tenant each shall faithfully perform and comply with, subject to the provisions of this Lease, all of the terms and conditions of the policies of insurance required by the foregoing provisions of this Article, except those terms and conditions which, by the terms of this Lease or the policy in question, are required to be performed or complied with by the other party, which terms and conditions the other party shall perform and comply with. Landlord shall not be liable to Tenant nor in default of this Section 17.3.1 for violation of the terms and conditions of any insurance policy maintained by Tenant of which terms and conditions Landlord does not have written notice. Without limitation of the foregoing, the Tenant, the County, and the Landlord shall give prompt notice to the insurers and to each other of all claims covered by any of said policies. The Landlord and the Tenant, as applicable, shall pay or cause to be paid the premiums on the policies to be carried by it at all times and in the amounts required to maintain in full force and effect the insurance required to be maintained by it hereunder. The Tenant shall not be entitled to any reimbursement by the County or the Landlord for such premiums for insurance required to be maintained by it or to any credit therefor on the rent provided for in Article 6.

17.3.2 The Tenant shall require all licensees or sublessees of substantial portions of Arrowhead Stadium for commercial purposes ("**Licensees**") to procure a policy or policies of insurance, naming as insureds thereunder the County, the Landlord, and the Tenant, and their respective officers, directors, shareholders or members and employees, providing comprehensive general public liability insurance against claims, suits and judgments against said insureds for death, personal injury and property damage arising out of or occurring during the operation, occupancy or use of or resulting from the acts or omissions of the County, the Landlord, the Tenant and any such licensee, sublessee or other stadium user or the employees or agents of any of them in or with respect to the Sports Complex or any part thereof during the period of use of the Sports Complex or any part

thereof by any such licensee, sublessee or other stadium user (including in the term "period of use," without limitation of the generality thereof, the period when Arrowhead Stadium is being prepared for and restored after any event to be conducted by such licensee, sublessee or other stadium user). The amount of coverage required of any such licensee, sublessee or other stadium user by Tenant shall be in the reasonable discretion of Tenant.

Section 17.4 Reevaluation of Policy Terms and Limits. The County, Landlord and Tenant shall meet from time to time (but no less frequently than once every three years) to review the adequacy of the dollar limits and other terms set forth in the insurance policies required by this Article 17, and the dollar limits and other terms shall be increased or decreased as mutually agreed upon by the parties to take into account changes, if any, in circumstances and other relevant factors (including, without limitation, inflation, claims history, changes in law, economic feasibility and insurance markets) since the policies' dollar limits were initially established or last adjusted, as applicable.

ARTICLE 18

INDEMNIFICATION

Section 18.1 Tenant's Indemnity.

18.1.1 Tenant shall, except as otherwise expressly provided in this Lease, defend, protect, indemnify and hold Landlord and the County harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including Attorneys' Fees and Costs), to the extent caused by (a) Tenant's use, operation, or maintenance of the Leased Premises, or (b) the negligence or willful misconduct of Tenant or any of its officers, directors, employees, agents, contractors or invitees.

18.1.2 Notwithstanding the foregoing, Tenant shall not be liable for any liabilities, damages, suits, claims or judgments of any nature (including Attorneys' Fees and Costs) arising from or in connection with the following:

(i) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Landlord or the County, or any of their respective officers, directors, employees, agents, contractors or invitees;

(ii) Landlord's violation of any provisions of this Lease or any Applicable Laws or any deed restriction or insurance policy, now or hereafter in effect and applicable to Landlord;

(iii) The existence of any Hazardous Materials in, on or under the Leased Premises prior to the Effective Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Leased Premises by Tenant, or any of its officers, directors, employees, agents, contractors or invitees; or

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- (iv) Any violation of an Environmental Law caused by Landlord or the County, or any of their respective officers, directors, employees, agents, contractors or invitees.

Section 18.2 Landlord's Indemnity.

18.2.1 Landlord shall defend, protect, indemnify and hold Tenant and its respective affiliates, officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including Attorneys' Fees and Costs), to the extent caused by (a) the lease, operation, use, occupancy, maintenance or repair of the Leased Premises by Landlord or the County or their respective officers, directors, employees, agents, contractors or invitees, or (b) the negligence or willful misconduct of Landlord or the County, or their respective officers, directors, employees, agents, contractors or invitees.

18.2.2 Notwithstanding the foregoing, Landlord shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including Attorneys' Fees and Costs) arising from or in connection with:

(i) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Tenant or any of its officers, directors, employees, agents, contractors or invitees;

(ii) Tenant's violation of any provisions of this Lease or any Applicable Laws or any deed restriction or insurance policy, now or hereafter in effect and applicable to Tenant;

(iii) The existence of any Hazardous Materials in, on or under the Leased Premises introduced to the Leased Premises by Tenant, or any of its officers, directors, employees, agents, contractors or invitees; or

(iv) Any violation of an Environmental Law caused by Tenant, or any of their respective officers, directors, employees, agents, contractors or invitees.

Section 18.3 Claims Procedure.

The Party entitled to indemnification under this Article 18 (the "**Indemnified Party**") shall reasonably promptly after the receipt of notice of any legal action or claim against such Indemnified Party in respect of which indemnification may be sought pursuant to this Article 18, notify the other Party (the "**Indemnifying Party**") of such action or claim. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such action or claim if the Indemnified Party knowingly fails to notify the Indemnifying Party thereof in accordance with the provisions of this Article 18 in sufficient time to permit the Indemnifying Party to defend against such matter and to make a timely response thereto, including any responsive motion or answer to a complaint, petition, notice or other legal, equitable or administrative process relating to the action or claim, but only in so far as such knowing failure to notify the Indemnifying Party has actually resulted in prejudice or damage to the Indemnifying Party. In case any such action or claim shall be made or brought against the Indemnified Party, the Indemnifying Party may, or if

so requested by the Indemnified Party shall, assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party and which shall be reasonably competent and experienced to defend the Indemnified Party. In such circumstances, the Indemnified Party shall (a) at no cost or expense to the Indemnified Party, cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such action or claim and (b) at its own expense, have the right to participate and be represented by counsel of its own choice in any such action or with respect to any such claim. If the Indemnifying Party assumes the defense of the relevant claim or action, (i) the Indemnifying Party shall not be liable for any settlement thereof which is made without its consent and (ii) the Indemnifying Party shall control the settlement of such claim or action; provided, however, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action or payment or admission by the Indemnified Party or any of its Affiliates without the prior approval of the Indemnified Party. The obligations of an Indemnifying Party shall not extend to any loss, damage and expense of whatever kind and nature (including all related costs and expenses) to the extent the same results from the taking by the Indemnified Party of any action (unless required by law or applicable legal process) which prejudices the successful defense of the action or claim, without, in any such case, the prior written consent of the Indemnifying Party (such consent not to be required in a case where the Indemnifying Party has not assumed the defense of the action or claim). The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with all Persons, including Governmental Authorities, asserting any claim or action against the Indemnified Party covered by the indemnity contained in this Article 18 or conferences with representatives of or counsel for such Person.

Section 18.4 Survival.

The indemnities contained in this Article 18 shall survive the expiration or earlier termination of this Lease, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to the expiration or earlier termination of this Lease.

Section 18.5 No Limitation to Insurance. The liability of the Tenant and Landlord under this Article shall not be limited to the amounts of insurance specified in this Lease. Notwithstanding the foregoing to the contrary, Landlord and County are not waiving its rights to assert their sovereign immunity to which each may be entitled as a governmental entity under Applicable Laws. Nothing contained in this Section shall waive, release, reduce or effect Landlord's and County's contractual obligations hereunder in this Lease to Tenant.

ARTICLE 19

OBLIGATION TO RESTORE CASUALTY DAMAGE

Section 19.1 Tenant's Obligation to Restore. If, at any time during the Extended Term, and any Extension Terms, as applicable, and Tenant has not exercised its options to terminate pursuant to Section 19.2, any part of the Leased Premises shall be damaged or destroyed by a Casualty, Tenant shall commence and thereafter proceed as promptly as possible to repair, restore and replace the damage to the Leased Premises as nearly as possible (subject to Force Majeure) to its condition immediately prior to such Casualty, to the extent permitted by Applicable Laws, at

Tenant's expense (the "**Casualty Repair Work**") to the extent of available property insurance proceeds. All proceeds of policies of insurance for loss or damage to the Leased Premises as a result of a Casualty or other loss covered by such insurance shall be paid to Tenant subject to its restoration obligations hereunder. Such insurance proceeds shall be held by Tenant for the purposes of satisfying the cost of the Casualty Repair Work. If the Casualty Repair Work exceeds Ten Million and No/100 Dollars (\$10,000,000.00), Landlord shall have the right to (i) approve, in reasonable discretion, the general contractor and lead architect, if any, selected by Tenant to perform the Casualty Repair Work, (ii) approve, in Landlord's reasonable discretion, the terms of the contracts with the general contractor and lead architect, if any, selected by Tenant to perform the Casualty Repair Work, (iii) approve, in Landlord's reasonable discretion, all contracts requiring payment greater than Twenty Million and No/100 Dollars (\$20,000,000.00) recommended by Tenant to be entered into for the Casualty Repair Work and (iv) engage an independent construction representative to review the Casualty Repair Work, which independent construction representative shall be at the sole cost of Landlord and the County and shall be selected by Landlord in its their sole discretion.

Section 19.2 Termination.

19.2.1 If the whole or a material part of the Leased Premises shall be damaged or destroyed by fire or other casualty, and such damage or destruction renders the Leased Premises in an Untenantable Condition for any length of time for the purposes for which the same is designed and intended and the same cannot, in the opinion of a mutually agreed upon independent engineer expressed in a certificate filed with the Landlord, be reasonably restored within a period of twenty-four (24) consecutive months to the condition which existed immediately preceding such damage, the Tenant may terminate this Lease by giving the Landlord notice in writing of such termination within sixty (60) days of such occurrence and such termination shall forthwith become effective.

19.2.2 If, during the last thirty-six (36) months of the Extended Term, a Major Casualty occurs and Tenant determines not to restore the Leased Premises or the Casualty Repair Work is not covered by Insurance Proceeds or the Insurance Proceeds are inadequate, then this A&R Lease shall terminate as a result of the damage or destruction as of the later of (i) the end of the calendar month in which written notice is delivered to Landlord and the County of Tenant's election not to restore the Leased Premises or (ii) thirty (30) days following delivery of such written notice. Tenant will pay, for disbursement in accordance with Section 17.5, the amount of the then existing unsatisfied deductible under the property insurance policy described in Section 17.1. Upon the service of such notice and the making of such payments within the foregoing time period, this A&R Lease shall cease and terminate on the date specified in such notice and Tenant shall have no obligation to perform any Casualty Repair Work or pay any Casualty expenses with respect to such Casualty. In the event this A&R Lease shall be terminated following a Major Casualty, the Insurance Proceeds shall be payable to the County.

Section 19.3 Suspension Following Casualty.

During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders any part of the Leased Premises untenable or unusable for the

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purposes for which the same is designed and intended and ending upon completion of the work of repair and restoration: (i) the Basic Rent payable hereunder shall continue to be payable; but (ii) the other obligations of the Landlord and of the Tenant under this Lease shall abate and be suspended to an extent appropriate in the light of the part, if any, of the Leased Premises being used by the Tenant.

ARTICLE 20

FORCE MAJEURE

Section 20.1 Force Majeure.

If any Party is delayed, prevented or hindered from the performance of any covenant or condition of this A&R Lease because of Force Majeure, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay. Provided, however, that (i) the obligation of the Tenant to make the percentage rental payments provided for in Article 6 hereof shall not be suspended and (ii) the obligation of Tenant to make Basic Rent payments provided for in Section 6.1.1 shall not be suspended so long as any bonds issued to pay for obligations incurred under this Lease are outstanding but the full amount of all Basic Rent paid during any period of Force Majeure shall be credited against and reduce Tenant's liability and obligation to pay percentage rentals under Article 6 of this Lease until such amount is fully set-off, used and exhausted. In the event of a player's union or other labor strike, lockout, work stoppage or labor dispute and during such period Tenant continues to play professional football games with substitute non-regular players, then the provisions of (ii) in the immediately preceding sentence shall not apply.

ARTICLE 21

EMINENT DOMAIN

Section 21.1 Condemnation of Leased Premises.

A. If, at any time during the Term, a Taking occurs that results in the appropriation of title to the whole or substantially all of the Leased Premises, other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, then this A&R Lease shall automatically terminate as of the date of such Taking. For purposes of this Article 21, "substantially all of the Leased Premises" shall be deemed to have been taken if, as a direct and proximate result of the Taking, an Untenantable Condition occurs.

B. Tenant shall have the right to assert a separate claim against the condemning authority in any eminent domain proceeding pertaining to the Leased Premises whether or not this A&R Lease is terminated for just compensation and business damages arising from such Taking.

C. If Tenant does not elect to file a separate claim against the condemning authority, Tenant shall receive, out of the award or awards paid to Landlord and the County on account of such Taking (including all compensation



for the Leased Premises and the Improvements or portions thereof taken, and damages, if any, to the parts of the Leased Premises and Tenant's personal property not so taken), compensation for any loss or damage with respect to the Tenant's personal property. To the extent such award or awards paid to Landlord and the County includes any compensation for the Tenant's business damages, such compensation shall be paid to Tenant. The balance of any such award or awards shall be paid to Tenant and the County based on the market value of their respective estates in the Leased Premises and such other damages as each may be entitled to under the law.

Section 21.2 Condemnation Proceeds. If, at any time during the Term, a Taking occurs that affects less than substantially all of the Leased Premises, the Term shall not be reduced, extended or affected in any way, and the following provisions shall apply:

A. Tenant shall commence and thereafter proceed as promptly as possible (subject to Force Majeure) to repair, restore and replace the remaining part of the Leased Premises as nearly as possible to its former condition and shall have a right to such Insurance Proceeds, if any, as may be available under Section 17.5. Upon any such Taking, all amounts or awards received by Landlord and the County on account of such Taking including all compensation for the Leased Premises or portions thereof taken, and damages, if any, to the parts of the Leased Premises not taken shall be used to pay for the cost of such repair, restoration and replacement to the extent needed therefor.

B. Tenant shall have the right to assert a separate claim against the condemning authority for just compensation and business damages arising from such Taking including (i) any loss or damage with respect to the Tenant's personal property; (ii) the unrealized net profit of the Tenant for the balance of the Term resulting from such partial Taking; and (iii) the value of the unexpired Term with respect to the portion of the Leased Premises so taken. Tenant shall commence and thereafter proceed as promptly as possible (subject to Force Majeure) to repair, restore and replace the remaining portion of the Improvements as nearly as possible to their former condition. All amounts or awards received by Tenant on account of the loss of or damage to Tenant's personal property that are attributable to such Taking shall be used to pay for the costs of such repair, restoration and replacement to the extent needed therefor.

C. Notwithstanding the foregoing, no Party shall have any obligation to restore the Leased Premises if this A&R Lease is terminated pursuant to Section 21.1.

Section 21.3 Condemnation Proceedings. Each Party shall have the right, at their own expense, to appear in any condemnation proceeding and to participate in any and all hearings, trials and appeals therein.

Section 21.4 Notice of Condemnation. The County, Landlord and Tenant hereby agree that in the event the County, Landlord or Tenant shall receive notice of any proposed or pending Taking, the Party receiving such notice shall promptly notify the other Parties.

Section 21.5 Taking of a Limited Duration. If, at any time during the Term, a Taking occurs that results in the temporary appropriation of the whole or substantially all of the Leased Premises, whether for a fixed or indeterminate period, the covenants of the Parties to perform their respective obligations under this A&R Lease and any other affiliated agreement (including, but not limited to, the payment of Rent) shall abate and suspend during such period of time and any award pursuant to such Taking or any price paid pursuant to a purchase and sale under threat of Taking shall be paid to each Party in accordance with such Party's showing of damages arising from such Taking; provided, however, that if the State (or any Affiliate thereof) or the County (or any Affiliate thereof) is the condemning authority, neither Landlord, if the State (or any Affiliate thereof) is the condemning authority, or the County, if the County (or any Affiliate thereof) is the condemning authority, shall be excused from the performance of its obligations hereunder or entitled to any share of the award or other consideration paid on account of such temporary Taking. If any such temporary Taking lasts for more than one (1) year, Tenant shall have the right to terminate this A&R Lease upon not less than sixty (60) days' notice to the County and Landlord.

Section 21.6 Threat of Condemnation. It is understood and agreed that in the event a condemning authority, under threat of condemnation, makes an offer to purchase all or part of the Leased Premises such offer shall not be accepted unless both Tenant and Landlord consent to accept such offer.

ARTICLE 22

TENANT'S REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS

Section 22.1 Tenant's Representations, Warranties and Covenants.

During the Extended Term, and any Extension Terms, as applicable, Tenant hereby covenants and agrees that:

22.1.1 it shall maintain its membership in the National Football League in good standing;

22.1.2 it shall maintain a football team, the name and style under which Tenant's football club or team plays or holds its games shall be selected and delineated by Tenant in its sole and absolute discretion;

22.1.3 it shall hold, maintain, preserve and protect in full force and effect all rights and franchises necessary for it to play National Football League football in the City of Kansas City and the county of Jackson in accordance with the terms and conditions of this Lease and conforming with NFL Rules and Regulations;

22.1.4 it shall use its best reasonable efforts within the limits of sound business judgment to ensure the maximum receipts from occupancy of and attendance at Arrowhead



Stadium and the patronage of the concessions by the public, consistent with the terms of this Lease;

22.1.5 it shall not discontinue use of any major part of Arrowhead Stadium designed, intended or contemplated for use by Arrowhead Stadium patrons other than (A) in accordance with the Development Agreement or (B) the discontinuance, either temporarily or permanently, of any major part of Arrowhead Stadium as may be necessary to modify Arrowhead Stadium to meet the requirements for the international or national play of soccer games or matches as from time to time established by the Federation Internationale de Football Association ("FIFA"), the United States Soccer Federation ("USSF") or any other applicable soccer regulatory authority unless the Landlord consents in writing to such discontinuance, such consent not to be unreasonably withheld or delayed;

22.1.6 neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms hereof, conflict with or result in a breach of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Tenant is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Tenant under the terms of any instrument or agreement;

22.1.7 it is a corporation organized and existing under the laws of the State of Texas, is authorized to do business in the State of Missouri, is now in good standing under the laws of the States of Texas and Missouri;

22.1.8 it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that the Tenant may, without violating the agreements contained in this Section, as an adjunct of an assignment of its National Football League franchise or otherwise, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America) or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve; provided, in the event the Tenant is not the surviving, resulting or transferee corporation, as the case may be, the surviving resulting or transferee corporation, as the case may be, assumes in writing all of the obligations of the Tenant herein and has received approval from the NFL.

ARTICLE 23

LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section 23.1 Landlord's Representations and Warranties. Landlord represents and warrants that:



23.1.1 Landlord was created and exists pursuant to Sections 64.920 to 64.950 of the Revised Statutes of Missouri, 1986, as amended; and

23.1.2 Pursuant to the County Agreement, as amended, Landlord has, or will have prior to the Effective Date, the right and authority to lease the Leased Premises to Tenant and to perform all terms, covenants, provisions and conditions of this Lease to be performed by it and to the best of its knowledge, the execution, delivery, and performance of this A&R Lease by Landlord does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of: (i) any Applicable Law, (ii) any order of any Governmental Authority, or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which Landlord is a party.

ARTICLE 24

RIGHT OF ENTRY AND INSPECTION

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 during normal business hours upon not less than twenty-four (24) hours' prior written notice to Tenant (but not on event days except by prior written approval of Tenant which shall not be unreasonably withheld), 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 this A&R Lease. Notwithstanding the prior sentence, Landlord shall have the right of access, for itself, its agents, employees, and contractors, to the Sports Complex in connection with an Emergency, so long as Landlord uses reasonable efforts to (i) notify Tenant by telephone of any such Emergency prior to entering the Sports Complex or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, but in no event later than one (1) day after Landlord enters the Sports Complex, (ii) minimize interference with Tenant's use and operation of the Sports Complex then being conducted in the Sports Complex pursuant to the terms of this A&R Lease, and (iii) limits its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment.

ARTICLE 25

QUIET ENJOYMENT

Section 25.1 The Landlord covenants that if, and so long as, the Tenant keeps and performs each and every covenant, agreement, term, provision and condition of this Lease on the part and on behalf of the Tenant to be kept and performed, the Tenant shall quietly enjoy its rights under this Lease with respect to the Sports Complex, as such rights are defined, set forth and limited by this Lease, without hindrance by the Landlord or the County or by any other person lawfully claiming the same by, through or under the Landlord or the County subject to the covenants, agreements, terms, provisions and conditions of this Lease.

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ARTICLE 26

LAW COMPLIANCE

Section 26.1 Tenant agrees to comply with all laws and lawful regulations applicable to its use and occupancy of the Sports Complex and to obtain at its own expense all necessary licenses and permits for the conduct of its operations hereunder; provided, however, that Tenant shall have the right to contest, in any manner provided by law, the applicability of any law or regulation.

ARTICLE 27

DEFAULTS AND REMEDIES

Section 27.1 Tenant's Defaults.

Any of the following events shall constitute a **"Tenant Default"**:

A. Tenant defaults in the due and punctual payment of Rent, and such default continues for ten (10) days after written notice from Tenant;

B. Tenant breaches any of the other representations, agreements, terms, covenants or conditions set forth in this A&R Lease that Tenant is required to perform or observe, and such breach continues for a period of thirty (30) days after written notice from Landlord or the County to Tenant; provided, however if the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period, continues beyond such period following the end of the period of thirty (30) days after the service of a notice of default as is reasonably necessary, taking into account unavoidable delays, to do the work required or to complete such other action as is required to cure or remedy the default in question;

C. Tenant breaches any of the agreements, terms, covenants or conditions set forth in the Management Agreement that Tenant is required to perform or observe pursuant to the terms thereof and said breach continues beyond the greater of (a) any applicable notice and cure period provided for in such agreement and (b) ninety (90) days after written notice from Landlord to Tenant;

D. Tenant defaults in the performance or observance of any term, covenant, condition or provision of Development Agreement subject to the same notice, cure and other provisions as if such default were under this A&R Lease;

E. This A&R Lease or the Sports Complex or any part of the Sports Complex is taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within ninety (90) days after its levy;

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F. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admit the material allegations of any such petition by answer or otherwise, or are dissolved or make an assignment for the benefit of creditors; or

G. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, as applicable, or a receiver or trustee is appointed for any material portion of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within one hundred and twenty (120) days after such institution or appointment.

Section 27.2 Landlord's Remedies.

27.2.1 If any one or more Tenant Defaults occur, Landlord has the right, subject to the terms and conditions of this Lease, at its election:

A. To discharge, pay or otherwise perform the obligation of Tenant giving rise to such Tenant Default, and all amounts paid by Landlord and all costs and expenses incurred by Landlord in connection with the discharge, payment or performance of any such obligation (together with interest at the Default Interest Rate from the date of payment by Landlord) will either, at the option of Landlord, (i) be payable by Tenant to Landlord on demand or (ii) Landlord may set off and apply the same against any monetary obligation of Landlord due under this Lease, including, without limitation, 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 27.2.1(A); or

B. To exercise any other right or remedy available to it at law, in equity or otherwise, including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

27.2.2 Solely in the event any one or more material Tenant Defaults occurs, Landlord has the right, at its election:

A. To give Tenant ninety (90) days' written notice of the expiration of the Term and upon the giving of such notice and the expiration of such ninety (90) day period, Tenant's right to possession of the Leased Premises will cease and this A&R Lease will be terminated, except as to Tenant's liability for the payment of any financial obligations accruing hereunder prior to the date of such termination, as if the expiration of the term fixed in such notice were the end of the Term, provided, however, that to the extent that the Tenant Default giving rise to such notice occurs during an NFL Season, such ninety (90) day period shall not begin to run until the last Game of such NFL Season has been played; or

B. To commence arbitration in accordance with Article 15 seeking a declaration that Landlord is entitled to summary eviction (provided, however, that to the extent such arbitration is commenced during an NFL Season, any warrant of eviction obtained thereby shall not be effective until the last Game of such NFL Season has been played); or

C. In the event that Tenant defaults in its obligations under this A&R Lease, 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 the repayment of local and state government contributions the Arrowhead Stadium Expansion and Renovation Plan; or

D. In the event of a breach or threatened breach of Section 7.2, the Landlord shall be entitled to seek and obtain an injunction from the Circuit Court of Jackson County, Missouri or any other court of competent jurisdiction to restrain and enjoin any violation thereof and maintain a cause of action for specific performance of the covenant to play Games at Arrowhead Stadium.

27.2.3 Anything elsewhere in this Lease to the contrary notwithstanding, no notice by the Landlord under this Section 27.2 (herein called a notice of default) shall be valid or effective unless it complies with the following requirements: (i) it shall be served within a reasonable time after the Landlord acquires knowledge of the occurrence of the claimed default; (ii) it shall specify in reasonable detail the claimed default and shall specify the Article and Section, if any, of this A&R Lease or the Management Agreement under which the default is claimed to have occurred; (iii) it shall state that if the claimed default is not cured or remedied within the applicable period, if any, specified in this Section 27.2, the Landlord will have the right to terminate this Lease and the Management Agreement and all rights of the Tenant thereunder; and (iv) for the purpose of determining the expiration date of any applicable period for the curing or remedying of such default, the provisions of Section 33.5 hereof shall apply.

Section 27.3 Landlord's Default.

Any of the following events shall constitute a "**Landlord Default**":

A. Landlord defaults in the performance or observance of any term, covenant, condition or provision of Development Agreement subject to the same notice, cure and other provisions as if such default were under this A&R Lease; or

B. Landlord defaults in the performance or observance of any representations, agreements, terms, covenants or conditions of this Lease or the Management Agreement, such default is of a kind which is curable or remediable, and such default continues for a period of thirty (30) days after service of a notice of default or, if the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period, continues beyond such period following the end of the period of

thirty (30) days after the service of a notice of default as is reasonably necessary, taking into account unavoidable delays, to do the work required or to complete such other action as is required to cure or remedy the default in question; or

C. Landlord defaults in the performance or observance of any term, covenant, condition or provision of this Lease or the Management Agreement and either (a) such default is not curable or remediable and is with respect to a substantial obligation of this Lease or said Management Agreement, the Tenant cannot be made whole therefor by the collection of money damages and it is committed or permitted under such circumstances as to evidence a willful or negligent disregard by the Landlord of its substantial obligations under this Lease or said Management Agreement, or (b) such default, in the light of prior defaults by the Landlord, collectively establishes a course of conduct of willful or negligent disregard by the Landlord of its substantial obligations under this Lease or the Management Agreement; or

D. Landlord defaults in the making of any payment of any fee or any other payment required to be made by the Landlord to the Tenant under the Management Agreement on the date when such payment is due and payable and any such default continues for a period of thirty (30) days after service of a notice of default complying with the requirements therein and hereinafter set forth; or

E. County repeals or otherwise terminates the portion of the New Sales Tax allocable to the Tenant at any time during the Term of this Lease.

Section 27.4 Tenant's Remedies.

27.4.1 If any one or more Landlord Defaults occur, Tenant has the right, at its election, to discharge, pay or otherwise perform the obligation of Landlord giving rise to such Landlord Default, and all amounts paid by Tenant and all costs and expenses incurred by Tenant in connection with the discharge, payment or performance of any such obligations (together with interest at the Default Interest Rate from the date of payment by Tenant) will either, at the option of Tenant, (i) be payable by the Party whose action or inaction gave rise to such Landlord Default on demand or (ii) in the case of any Landlord Default arising out of an action or inaction of Landlord, be offset by Tenant against the next payment or payments to be made by Tenant pursuant to this A&R Lease; or

27.4.2 Anything elsewhere in this A&R Lease to the contrary notwithstanding, no notice by the Tenant under this Section 27.4 (herein called a notice of default) shall be valid or effective unless it complies with the following requirements: (i) it shall be served within a reasonable time after the Tenant acquires knowledge of the occurrence of the claimed default; (ii) it shall specify in reasonable detail the claimed default and shall specify the Article and Section, if any, of this Lease or the Management Agreement under which the default is claimed to have occurred; (iii) it shall state that if the claimed default is not cured or remedied within the applicable period, if any, specified in this Section 27.4, the Tenant will have the right to terminate this A&R Lease and the Management Agreement and all obligations of the Tenant thereunder; and (iv) for the purpose of

determining the expiration date of any applicable period for the curing or remedying of such default such notice shall be deemed to have been served when served or mailed, as the case may be.

27.4.3 Within thirty (30) days after the occurrence of any event of default by Landlord, the Tenant shall have the right to give the Landlord notice of intention to terminate this Lease and the Management Agreement and all rights of the Landlord thereunder and upon the effective date of such termination specified in such notice (which shall be not less than thirty (30) days after the giving of such notice) the term of this Lease and the Management Agreement shall end as fully and completely as if that were the date fixed for the expiration of the term of this Lease and the Management Agreement and any obligations of the Tenant to pay rent or perform any other covenant, condition, obligation or provision of this Lease or the Management Agreement shall end but Landlord shall be liable as hereinafter in this Section 27.4 provided.

27.4.4 In the event of termination because of default of the Landlord:

A. Tenant shall be entitled to remove from the Sports Complex any and all property belonging to the Tenant or anyone claiming by, through or under the Tenant which is in the Leased Premises;

B. Landlord shall reimburse Tenant for the cost of any improvements to the Sports Complex paid for by Tenant from private funds, from and after the Commencement Date, less an allowance per item computed as follows: Such allowance shall represent a fractional portion of the initial cost of such item and in determining such portion the fraction shall have as its numerator the number of years that have elapsed subsequent to the completion of such improvement and shall have as its denominator the number 25.

C. In addition to the foregoing, Tenant shall be entitled to recover from Landlord the amount of any and all damages sustained by Tenant as the result of Landlord's breach of this Lease or the Management Agreement.

27.4.5 In the event of a breach or a threatened breach by the Landlord of any of the terms, covenants, conditions or provisions hereof or the Management Agreement, the Tenant shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity including, without limitation, the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

Section 27.5 Cumulative Remedies and Survival. Each right and remedy afforded to the Parties pursuant to this Article 27 is cumulative and in addition to every other right or remedy provided for in this A&R Lease or now or hereafter existing at law, in equity or otherwise, and the exercise by any Party of any one or more of the rights or remedies provided for in this A&R Lease or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by any Party of any or all other rights or remedies provided for in this A&R Lease or now or hereafter existing at law, in equity or otherwise.

Section 27.6 Payment/Performance Under Protest.

If at any time a dispute shall arise as to any amount of sum of money to be paid by any Party to the Other Party under the provisions of this A&R Lease, the Management Agreement or 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 this A&R Lease, the Management Agreement or 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 this A&R Lease, the Management Agreement or 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 this A&R Lease, the Management Agreement or Development Agreement, together with interest thereon at the Prime Rate.

ARTICLE 28

WAIVER OF PERSONAL LIABILITY

Section 28.1 All obligations and liabilities under this A&R Lease on the part of the Landlord and on the part of Tenant are solely corporate liabilities and each party hereby releases each and every incorporator, officer, agent, director, shareholder and member of the other party of and from any personal or individual liability under this Lease, and no incorporator, officer, agent, director, shareholder or member of the Landlord or Tenant shall at any time or under any circumstances be individually or personally liable under this Lease or for any action taken hereunder by the Landlord or Tenant or otherwise in connection therewith, or for or on account of any failure on the part of the Landlord or Tenant hereunder.

ARTICLE 29

TENANT AN INDEPENDENT CONTRACTOR

Section 29.1 The Tenant shall be and remain an independent contractor with respect to all rights obtained and services performed under this Lease and the Management Agreement including, by way of enumeration and not by way of limitation, the sale of tickets and merchandise of all kinds and the performance of maintenance and repair obligations hereinabove described. The Tenant agrees to provide for, and does hereby accept, full and exclusive liability for the payment of any and all contributions or taxes for social security, workers' compensation insurance,

unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Tenant for work performed relating to this Lease or the Management Agreement, and the Tenant agrees to indemnify and save harmless the Landlord and the County from any such contributions or taxes or from liability therefor. Nothing herein contained shall make, or be construed to make, the Landlord and Tenant partners of one another, nor shall this Lease and/or the Management Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

ARTICLE 30

ENTIRE AGREEMENT; NO WAIVER

Section 30.1 Entire Agreement.

This A&R Lease (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 this A&R Lease for the Sports Complex hereunder to be fully operational and effective upon the Effective Date after the satisfaction or waiver of the A&R 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 A&R Lease, 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 A&R Lease or in said exhibits, plans, specifications, agreements, contracts and other documents and matters annexed to or made a part of this A&R Lease by reference, including the 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 A&R Lease, and the consent and agreement of the County.

Section 30.2 No Waiver of 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 A&R Lease 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 A&R Lease or the 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

Section 31.1 Assignment Prohibited.

Except as set forth in Section 31.2 below, this Lease may not be assigned, transferred, mortgaged or pledged by the Tenant without the prior written consent of the Landlord, which consent will not be unreasonably withheld or delayed.

Section 31.2 Exceptions.

31.2.1 The provisions of Section 31.1 above to the contrary notwithstanding, but subject to the provisions of Section 31.2.2 below, Tenant at any time may:

A. assign, transfer and convey this Lease and Tenant's rights, obligations and duties hereunder (and under the Management Agreement) to any person, corporation, partnership, venture, business trust or other entity to which Tenant may sell, transfer or assign its Franchise so long as the National Football League has approved such assignee or transferee in accordance with its Constitution, By-laws and rules and regulations; or

B. assign this Agreement to a subsidiary or an affiliated entity under common ownership or control with Tenant where such entity is responsible for management and operation of Arrowhead Stadium provided that such entity shall enter into a sublease agreement with Tenant that shall provide equivalent obligations with respect to Tenant's football team as provided hereunder; or

C. assign, transfer and convey this Lease and Tenant's rights, obligations and duties hereunder and assignee shall assume the obligations of the Lease (and under the Management Agreement) to any corporation or other entity with which Tenant may merge or consolidate as permitted by Section 22.1.8 above, provided, that the survivor or successor corporation shall have a net worth at least equal to the Tenant prior to the merger and satisfaction of the covenants of Tenant in Section 22.

31.2.2 Tenant's right pursuant, to Section 31.2.1 above, to assign, transfer and convey this A&R Lease and Tenant's rights, obligations and duties hereunder (and under the Management Agreement) are contingent upon the proposed assignee expressly assuming all of Tenant's rights, obligations and duties under this A&R Lease (and under the Management Agreement) pursuant to a form of assignment and assumption agreement approved in writing by Landlord prior to any such assignment. Any purported assignment, transfer or conveyance in violation of the terms of this Article 31 shall be void and of no force or effect.

31.2.3 For purposes of any provision of this Article 31, the sale, conveyance, transfer, gift, disposition, assignment, pledge, mortgage, grant of a security interest in or other encumbrance upon any of the shares of stock of Tenant by any present or future shareholder thereof shall not be covered by nor deemed, construed or interpreted as an event, occurrence or transaction prohibited by the provisions of, or requiring the consent of Landlord as described in, Section 31.1.

Section 31.3 Landlord Assignment.

31.3.1 This A&R 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 Consents.

No consent or approval by the Landlord or the Tenant permitted or required under the terms of this Lease shall be valid or be of any validity whatsoever unless the same be in writing, signed by the party by or on whose behalf such consent is executed.

ARTICLE 33

NOTICES

Section 33.1 Notices Generally.

Unless otherwise provided in this A&R Lease, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the other shall be in writing, addressed to the Parties at their respective addresses set forth in this Article 33 and (i) delivered personally; (ii) mailed by certified mail, postage prepaid; (iii) sent by recognized overnight courier; or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received), addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to any other Party any other address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only. 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:



Rouse Frets White Goss Gentile Rhodes, 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.
One Arrowhead Drive
Kansas City, Missouri 64129
Attn: President, Chief Operating Officer and General Manager

and with a copy to its Counsel:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Mary Jane Judy, 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 or the bond trustee, 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.

ARTICLE 34

DEFINITIONS., MISCELLANEOUS

Section 34.1 Certain Definitions.

In addition to other defined terms set out in this A&R Lease, the following words and phrases shall have the indicated meanings when used in this A&R Lease 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.

"Alternate Site" shall mean a facility that Tenant uses good faith efforts to locate, to the extent available, which is located within the State and that meets NFL criteria; provided, however, that the use of any such facility shall be subject to the prior approval of the NFL, in its sole and absolute discretion. If no such facility is available, then the Team shall be permitted to use a facility outside the State. In no event shall the Team's obligation to use good faith efforts to locate a facility within or outside the State require the Tenant to take any action that would cause the Tenant to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any facility located outside the contiguous United States shall be subject to the prior written approval of the Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

"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 RMMO Fund" shall mean the Repair, Maintenance, Management and Operations Fund described in Section 10.5.

"Arrowhead Stadium Expansion and Renovation Plan" or the **"Project"** shall mean those major expansion, renovations and improvements projects for Arrowhead Stadium and certain other parts of the Leased Premises and Sports Complex, described in Exhibit B and more fully described in Development Agreement and Exhibits thereto.

“Broadcast Rights” shall mean the right to disseminate and distribute via any distribution platform or medium, now existing or hereafter developed, any pictures, images, sounds, descriptions, or other accounts (including, without limitation, video, audio, or any animated, representative, or other mock-video descriptions) of all or any portion of any Game or Tenant Event occurring during the Term.

“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.

“Casualty” means any damage to the Leased Premises caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence, including a Major Casualty.

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

“Commencement Date” shall have the meaning set forth in Section 1.2.

“Common Areas” shall mean the Parking Lots, circulation and access roads.

“Common Areas RMMO Fund” shall mean the Common Areas Repair, Maintenance, Management and Operations Fund described in Section 10.7.

“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.

“Default Interest Rate” shall mean rate per annum that is the lesser of (a) two percent above the interest rate charged from time to time by the Federal Reserve Bank of Kansas City on advances to member banks and depository institutions under Sections 13 and 13a of the Federal Reserve Act, or (b) 10%; provided, however that interest shall not be payable to the extent such payment would violate any applicable usury or other Applicable Law.

“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.



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

“Emergency” means any sudden or unforeseen situation that presents imminent risk of injury to persons or substantial damage to property.

“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 Arrowhead Stadium, **or** would render Arrowhead Stadium, or any material portion of its mechanical, electrical or plumbing or other systems or other significant component thereof, unusable for previously scheduled events.

“Environmental Laws” Any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution or protection of public health or the environment from Hazardous Substances (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, release or threatened release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

“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 (\$3.5 million per year) the **“Park Levy”**; provided, however that the Park Levy shall only be included in this definition through December 31, 2030 and such obligation shall terminate on December 31, 2030, (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 including the Royals and the Tenant, 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 including the Royals and the Tenant.

“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 of a similar design and age.

“Force Majeure” Any of the following events: strikes, lockouts, labor disputes, embargoes, fire, earthquake, flood, natural disaster, adverse weather conditions that cannot



reasonably be anticipated, epidemic and/or pandemic (including, without limitation, COVID-19 or a similar public health emergency and resulting government action and/or social restrictions which may be imposed by any Governmental Authority), acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of any Governmental Authority and similar occurrence beyond the reasonable control of any Party which, in any event, are not a result of the acts or omissions of any Party, whether or not foreseeable. "Force Majeure" shall not include any Party's financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"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.

"Game" shall mean any Home Game or Home Playoff Game.

"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.

"Home Game" means Pre-Season Game or any Regular Season Game between the Team and any other NFL Team, which is designated by the NFL in its official schedule as a "home game" for the Tenant.

"Home Playoff Game": Each Post-Season Game between the Tenant and any other NFL team, which is designated by the NFL in its official post-season schedule as a "home game" for the Tenant, but excluding any Super Bowl in which the Tenant is a participant.

"Improvements" means Arrowhead Stadium and all other additions, alterations and improvements located at or affixed to the Leased Premises.

"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.

"Landlord/County's RMMO Funds Required Deposits" shall refer to the deposits into the Arrowhead RMMO Fund, Landlord Administrative Fund and Common Areas RMMO Fund pursuant to Sections 10.5, 10.6 and 10.7, respectively.

"Lease Year" shall mean the twelve (12) month period between February 1 and January 31 of each calendar year during the Term under the Existing Lease, the Extended Term, and any Extension Terms, as applicable; provided, if the Effective Date is a date other than February 1,

then the first Lease Year under the Extended Term shall be deemed to include the period of time between the Effective Date and January 1.

“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 Arrowhead 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.

“Major Casualty” means any damage to the Sports Complex caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence that results in an Untenantable Condition.

“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.

“NFL Management Council” means the association formed by the NFL Teams to act as the representative of such NFL Teams in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Teams.

“NFL Rules and Regulations” mean the constitution and bylaws of the NFL and the articles of association and bylaws of the NFL Management Council, including any amendments to such documents and any interpretations of such documents issued from time to time by the NFL Commissioner; all rules, regulations, practices, and resolutions of the NFL or the NFL Management Council; any existing or future agreements entered into by the NFL or the NFL Management Council; and such other rules or policies as the NFL, the NFL Management Council or the NFL Commissioner may issue from time to time that are within the issuing party’s jurisdiction and including the custom and practice thereunder.

“NFL Season” means the period of time beginning on the day on which the first Pre-Season Game is played through the date on which the last Post-Season Game as announced by the NFL each year, encompassing, therefore, all Pre-Season Games, Regular Season Games and Post-Season Games in such period.

“NFL Team” means any existing or future member team of the NFL.

“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.

“Party” shall mean any one of the Tenant, Landlord or County.

“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;

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(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.

“Post-Season Games” means the total schedule of all playoff, championship and “Super Bowl” football games played by NFL Teams.

“Pre-Season Games” means the total schedule of all football games played by NFL Teams in a given NFL Season prior to the commencement of the Regular Season Games.

“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.

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

"Regular Season Games": The total schedule of all football games played by NFL Teams used by the NFL to determine which NFL Teams participate in Post-Season Games.

"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 Extended Term as it may be extended, providing Landlord is not then in default thereunder.

"State" shall mean the State of Missouri.

"Sports Gambling" shall mean the staking or risking by any person of something of value upon the outcome of a contest of others, a sporting event, or a game of chance, upon an agreement or understanding that the person or another person will receive something of value in the event of a certain outcome.

"Taking" shall mean any appropriation for public purposes (but, for the avoidance of doubt, excluding any civic or charitable use by the County), taking by right of eminent domain or other condemnation proceeding (including any acquisition through a private purchase in lieu of any of the foregoing), initiated by any Governmental Authority with respect to all or any portion of the Leased Premises.

"Tenant Event" means any public gathering at the Sports Complex that is neither a Game nor a civic or charitable event as described in Article 8.

"Term" shall mean the Term under the Existing Lease, the Extended Term under this A&R Lease, and any Extension Terms, as applicable.

"Untenantable Condition" is the existence of any one of the following conditions: (i) due to any Casualty or Force Majeure that is not a direct proximate result of the Tenant's failure to perform, the condition of Arrowhead Stadium is such that a Game could not be held or reasonably be foreseen to be held in accordance with the NFL Rules and Regulations or Applicable Law at Arrowhead Stadium; (ii) the playing field within Arrowhead Stadium is unavailable, unsuitable or unsafe for its intended purpose that is not a direct proximate result of the Tenant's failure to perform its obligations under this Lease; or (iii) any condemnation or similar action by a Governmental Authority which results in the NFL requiring the Tenant to play its Games at a facility other than Arrowhead Stadium.

Section 34.2 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 this A&R 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

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contemplated in this A&R 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 this A&R 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 this A&R 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 this A&R 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 34.3 No Third Party Beneficiaries.

This A&R Lease is 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 A&R Lease except as otherwise specifically provided herein.

Section 34.4 County Consent and Agreement Required.

Landlord and Tenant acknowledge that simultaneously with the execution of this Lease, 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 Lease and that Tenant would not enter into this Lease but for the inducements therein contained and the effectiveness of this Lease is conditioned thereon.

Section 34.5 Captions and Headings; Recitals and Exhibits.

The captions and headings throughout this Lease 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 Lease or the scope or intent thereof, nor in any way affect this Lease. The Recitals found at the beginning of this Lease 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 Lease. If any of the Exhibits required hereunder are not available or completed upon the execution of this Lease, the validity of this Lease 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 Lease and attach the same to their respective copies of this Lease.

Section 34.6 Severability.

In the event any provision of this Lease, other than Arrowhead Stadium Expansion and Renovation Plan or any other material benefits bargained for under this Lease, 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 34.7 Execution in Counterparts.



This Lease 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 Lease, 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 34.8 Rules of Construction; No Presumption Against Drafter.

The following rules of construction shall be applicable for all purposes of this A&R Lease, unless the context otherwise requires:

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

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 A&R Lease 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 A&R Lease 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 34.9 Survival.

All provisions of this A&R 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 A&R 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 34.10 Amendment and Restatement; A&R Lease Controls.

This A&R Lease hereby amends, restates, replaces, and supersedes the terms and provisions set forth in the Existing Lease in their entirety as of the Effective Date with the understanding that together the Existing Lease and this A&R Lease constitute a single, continuous, and uninterrupted lease term. In the event of any conflict between this A&R Lease and the Management Agreement, this A&R Lease shall control.

Section 34.11 NFL Approval.

34.11.1 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.

34.11.2 Subject to the proviso below, notwithstanding any other provision contained herein, this A&R 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 this A&R 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 this A&R Lease, nor materially diminish any of Tenant's obligations, or materially impair any of Landlord's or County's rights, under this A&R Lease, and in the case of any such material conflict, prejudice or diminution, this A&R Lease's provisions shall control and continue to be applicable and binding on Tenant.




IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease 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)

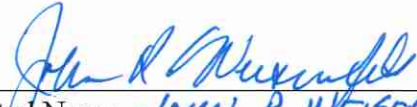
By: 
Name: Shawn Foster
Title: Chairman

ATTEST:

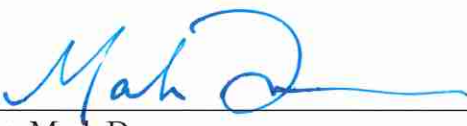
By: 
Printed Name MICHAEL T WHITE
Title: GENERAL COUNSEL

APPROVED AS TO FORM:

Rouse Frets White Goss Gentile Rhodes PC

By: 
Printed Name JOHN R. WEISBUFELS
Title: PRESIDENT

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

By: 
Name: Mark Donovan
Title: President



COUNTY CONSENT AND AGREEMENT

In order to induce Tenant named above to enter into the foregoing Amended and Restated Lease Agreement to which this instrument is annexed (the "**A&R Lease**"), and in consideration therefor, JACKSON COUNTY, MISSOURI (the "**County**") as of _____, 2024 consents, represents, warrants and agrees as follows:

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

A. Landlord has the right under that certain County Agreement by and between the County and the Jackson County Sports Complex Authority dated October 31, 1970 and as amended from time to time, the "**County Master Lease**" to enter into the A&R 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 A&R Lease shall constitute a default under the County Master Lease.

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

D. The County agrees that it shall not repeal or otherwise terminate the New Sales Tax during the Term.

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

A. Tenant shall have and enjoy during the Term quiet and undisturbed possession of the rights, easements and interests in the premises granted to Tenant therein and Tenant's possession thereof under the A&R 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 A&R Lease be adversely affected in any way by reason of any default by Royals under their lease(s) referred to herein (which term shall include any new or replacement lease, or A&R 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 Royals under the Royals' lease(s).

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 A&R 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 A&R 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 foregoing provisions of this County Consent and Agreement shall be deemed to be covenants running with the land described in the A&R 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: _____

Title:

ATTEST:

By: _____

Printed Name: Mary Jo Spino _____

Title: Clerk of the County Legislature

APPROVED AS TO FORM:

Bryan Covinsky

County Counselor



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Depiction of Leased Premises



EXHIBIT A-1

Legal Description of Leased Premises

Exhibit A-1 - Overall Description

Date: November 28, 2016
County / State: Jackson County, Missouri
Section: 19-49-32
General Area: Harry S. Truman Sports Complex

Leasehold interest as created by that certain Lease Agreement dated September 25, 2009, by and between Jackson County, Missouri, as Lessor and Jackson County Sports Complex Authority, as Lessee, filed October 15, 2009 as Document No. 2009E014017

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 LEEDSMOORE 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 Southeasterly right-of-way line of the U.S. Interstate Route No. 435, on the Northeast by the Southwesterly 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 Northeasterly 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 86 degrees 40 minutes 33 seconds 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 US. 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 degrees 26 minutes 02 seconds East along the Southeasterly line of said U.S. Interstate Highway Route No. 435, a distance of 529.93 feet; thence North 53 degrees 20 minutes 16 seconds East along the Southeasterly line of said US. Interstate Highway Route No. 435, a distance of 127.52 feet; thence North 84 degrees 24 minutes 13 seconds East along a jog in said Southeasterly line of US. Interstate Highway Route No. 435, a distance of 612.35 feet; thence North 00 degrees 30 minutes 01 seconds West along said jog line of the Easterly line of US Interstate Highway Route No. 435, a distance of 49 feet; thence North 89 degrees 29 minutes 59 seconds 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 degrees 22 minutes 36 seconds, an arc distance of 662.76 feet; thence South 77 degrees 07 minutes 25 seconds East, tangent to the last described curve, a distance of 502.46 feet; thence Southeasterly, Easterly and Northeasterly along a curve to the left, tangent to the last described course, having a radius of 619.11 feet and a central angle of 52 degrees 42 minutes 08 seconds, an arc distance of 578.68 feet; thence North 50 degrees 10 minutes 27 seconds East, tangent to the last described curve, a distance of 86.79 feet; thence South 39 degrees 47 minutes 29 seconds East, 209.56 feet; thence North 61 degrees 04 minutes 47 seconds East, 95.18 feet; thence Northeasterly along a curve to the left, tangent to the last described course, having a radius of 1176.18 feet and a central angle of 1 degree 58

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minutes 43 seconds, an arc distance of 40.62 feet to a point on the Southwesterly right-of-way line of said US. Interstate Highway Route No. 70; thence the following courses and distances along said Southwesterly right-of-way lines thence South 81 degrees 33 minutes 27 seconds East, 147.93 feet; thence South 59 degrees 17 minutes 43 seconds East, 1809.68 feet; thence South 31 degrees 42 minutes 34 seconds East, 200.83 feet; thence South 59 degrees 17 minutes 43 seconds 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 degree 58 minutes 52 seconds West along said East line, a distance of 171.98 feet; thence South 85 degrees 43 minutes 50 seconds East, 7.46 feet; thence Southwesterly and Southerly along a curve to the left, having an initial tangent bearing of South 26 degrees 17 minutes 52 seconds West, a radius of 1011.93 feet and a central angle of 24 degrees 27 minutes 51 seconds, an arc distance of 432.07 feet; thence South 1 degree 50 minutes 02 seconds 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 degree 50 minutes 02 seconds West, 420.60 feet; thence South 88 degrees 09 minutes 58 seconds East, 22 feet; thence South 1 degree 50 minutes 02 seconds 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 degree 50 minutes 02 seconds West, a distance of 784.05 feet; thence South 3 degrees 07 minutes 43 seconds West, 938.09 feet; thence South 66 degrees 34 minutes 22 seconds West along said West right-of-way line, a distance of 75.29 feet to a point of intersection with the Northeasterly line of said Southern Pacific Railroad right-of-way; thence along the following courses and distances along said Northeasterly railroad right-of-way line; thence North 51 degrees 06 minutes 58 seconds West, 1481.62 feet to a point on the West line of the Northwest Quarter of said Section 29; thence North 2 degrees 08 minutes 06 seconds East along said West line, a distance of 62.40 feet; thence North 51 degrees 06 minutes 58 seconds West, 194.61 feet; thence South 38 degrees 53 minutes 02 seconds West, 50 feet; thence North 51 degrees 06 minutes 58 seconds West, 1295.37 feet to a point on the North line of the Northeast Quarter of said Section 30; thence continuing North 51 degrees 06 minutes 58 seconds West, 548.85 feet; thence Northwesterly 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 degrees 06 minutes 00 seconds, an arc distance of 1062.12 feet; thence North 61 degrees 12 minutes 58 seconds 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 degrees 12 minutes 58 seconds West, 123.51 feet; thence North 86 degrees 44 minutes 38 seconds West, 116.02 feet; thence North 61 degrees 12 minutes 58 seconds West, 634.13 feet; thence Northwesterly 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 degree 00 minutes 01 seconds, an arc distance of 149.11 feet to a point of compound curvature; thence continuing Northwesterly 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 degrees 10 minutes 19 seconds, an arc distance of 1334.37 feet to a point of compound curvature; thence Northeasterly 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 degrees 42 minutes 00 seconds, an arc distance of 104.37 feet to a point on the Southeasterly right-of-way line of said US. Interstate Highway Route No. 435; thence North 01 degree 55 minutes 22 seconds East along the Southeasterly line of said US. Interstate Highway Route No. 435, a distance of 127.50 feet; thence North 44 degrees 26 minutes 02 seconds East along the

Southeasterly right-of-way line of said US. Interstate Highway Route No. 435, a distance at 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 86 degrees 45 minutes 42 seconds 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 degree 50 minutes 02 seconds West, 200 feet; thence North 88 degrees 08 minutes 44 seconds West, 234.14 feet; thence North 8 degrees 39 minutes 56 seconds East, 604.36 feet; thence South 88 degrees 08 minutes 44 seconds East, 172.90 feet; thence Southwesterly and Southerly along a curve to the left, having an initial tangent bearing of South 10 degrees 07 minutes 32 seconds West a radius of 1018.93 feet and a central angle of 8 degrees 17 minutes 31 seconds, an arc distance of 147.46 feet; thence South 01 degree 50 minutes 02 seconds West, tangent to the last described curve, a distance of 253.15 feet to the Point of Beginning.

EXHIBIT B

**Projects List for
Arrowhead Stadium Expansion and Renovation Plan**

See Exhibit A and Exhibit D in the Development Agreement.

EXHIBIT C

Arrowhead RMMO Fund Disbursement Request Form

Request No. 20__ - ____ Date: ____, __ 20__

WRITTEN REQUEST FOR DISBURSEMENT
FROM THE RMMO FUND

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

Pursuant to Article 10 of that certain Amended and Restated Lease Agreement dated _____, 2024 (the "**Lease**") between Landlord and the Kansas City Chiefs Football Club, Inc. ("**Tenant**"), Tenant request payment of the costs and/or expenses described below from the RMMO Fund for the Leased Premises 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 Tenant'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 Tenant'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**.