

2024 LEASE AMENDMENT

between

JACKSON COUNTY SPORTS COMPLEX AUTHORITY,
as Landlord,

and

KANSAS CITY ROYALS BASEBALL CLUB, LLC,
as Tenant,

Dated as of March 27, 2024

2024 LEASE AMENDMENT

THIS 2024 LEASE AMENDMENT (this "*Amendment*") is made and entered into as of the 17th day 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 (hereinafter referred to as the "*Landlord*"), and KANSAS CITY ROYALS BASEBALL CLUB, LLC, a Delaware limited liability company, successor-by-conversion to Kansas City Royals Baseball Club, Inc., a Delaware corporation, successor-by-conversion to Kansas City Royals Baseball Corporation (hereinafter referred to as the "*Tenant*").

WITNESSETH:

WHEREAS, reference is made to that certain Lease Agreement dated January 19, 1990 (the "*1990 Lease*"), by and between Landlord and Tenant, pursuant to which Landlord leased to Tenant certain property commonly known as the Kauffman Stadium and referred to in the 1990 Lease as the Baseball Stadium (hereinafter referred to herein as "*Kauffman Stadium*"); the 1990 Lease was modified by (a) that certain Memorandum of Understanding dated January 19, 2005, between Landlord and Tenant, (b) that certain 2006 Lease Amendment dated January 24, 2006, between Landlord and Tenant, and (c) that certain 2007 Amendment to 2006 Amended Lease dated June 19, 2007, between Landlord and Tenant (the 1990 Lease, as modified, hereinafter referred to as the "*Original Lease*");

WHEREAS, reference is also made to that certain Management Contract dated January 19, 1990, by and between Landlord and Tenant, as modified by that certain First Amendment to Management Contract, dated February 13, 1990 (hereinafter, the "*Original Management Contract*"), pursuant to which Landlord retained Tenant as the exclusive management agent of Kauffman Stadium;

WHEREAS, the Original Lease and the Original Management Contract were consented and agreed to by Jackson County, Missouri (the "*County*"), which is the owner of Kauffman Stadium and the Harry S. Truman Sports Complex of which Kauffman Stadium is a part;

WHEREAS, the term of the Original Lease and Original Management Contract are currently scheduled to expire on January 31, 2031;

WHEREAS, due to the mutually beneficial structure of the Original Lease and Original Management Contract, Kauffman Stadium has served a useful life well in excess of typical Major League Baseball ("*MLB*") professional baseball stadium facilities; however, given that Kauffman Stadium was originally constructed in 1973 and that projected capital and other costs to maintain Kauffman Stadium in a manner comparable to first-class MLB baseball stadiums may be prohibitive, it is anticipated that it may not be economically feasible to maintain Kauffmann Stadium as a first-class baseball stadium facility as of the date of expiration of the Original Lease;

WHEREAS, Tenant, Landlord and the County desire that Tenant continue to operate its franchise to conduct professional baseball games in the greater Kansas City area on a long-term basis in a new first-class baseball stadium facility (the "*New Baseball Stadium*") that enables Tenant (or its affiliate) to compete at the highest level in MLB while growing the economy of the County and the State of Missouri (the "*State*") by providing a world class experience for visitors

that extends beyond game day by fostering connectivity with downtown Kansas City and the broader Kansas City region;

WHEREAS, Landlord and Tenant intend to enter into a new Lease Agreement of even date herewith (the "**New Lease**"), pursuant to which Landlord will lease to Tenant the New Baseball Stadium on and subject to the terms and conditions therein;

WHEREAS, reference is made to that certain Lease Agreement dated January 19, 1990 (the "**1990 Co-Tenant Lease**") between Landlord and the Kansas City Chiefs Football Club, Inc. (sometimes referred to herein as "**Existing Co-tenant**" or the "**KC Football Team**"; and, collectively with Tenant, the "**Teams**"), as modified by that certain Memorandum of Understanding dated January 19, 2005, and 2006 Amendment dated January 24, 2006 (the 1990 Co-Tenant Lease, as so modified, hereinafter, the "**Original KC Football Team Lease**") relating to that certain property commonly known as Arrowhead Stadium and referred to in the Original Lease as the Football Stadium;

WHEREAS, the parties understand that the KC Football Team is also negotiating with the County for a modification of the Original KC Football Team Lease and, in connection therewith, with respect to certain tax incentives and public financing to be made available by the County in connection with a construction project pertaining to the Football Stadium (collectively, the "**KC Football Team Lease Modification**");

WHEREAS, as a result of the transactions contemplated by the New Lease and the KC Football Team Lease Modification, the New Baseball Stadium in which Tenant operates following commencement of the New Lease will no longer be part of a shared sports complex that also includes a football stadium;

WHEREAS, the parties desire to amend and terminate the Original Lease as provided herein to permit an orderly and mutually-beneficial transition from Kauffman Stadium to the New Baseball Stadium;

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Capitalized Terms. All capitalized terms referred to but not otherwise defined herein shall have the meaning assigned to them in the Original Lease. All references herein or in the Original Lease to the "Lease" shall mean and refer to the Original Lease as amended by this Amendment.

2. Effective Date of Amendment. This Amendment shall be effective on that date (the "**Amendment Effective Date**") on which all of the following conditions (the "**Amendment Contingencies**") have been satisfied:

(a) New Lease. Concurrently with the execution of this Amendment, Landlord and Tenant shall have entered into the New Lease.

(b) New Lease Contingencies. The Contingencies (as defined in the New Lease) have been satisfied by the date specified therefore in the New Lease. The execution of this Amendment shall be deemed satisfaction of the contingency set forth in Section 28.02(G) of the New Lease requiring the execution of the Original Lease Amendment.

(c) Refunding or Redemption of Existing Bonds. The County shall have caused a refunding or redemption of the Jackson County, Missouri Special Obligation Refunding Bonds (Harry S. Truman Sports Complex Project) Series 2014 utilizing, in part, the proceeds of the New Bonds (as defined in the New Lease).

(d) MLB Approval. On or before December 31, 2024, this Amendment shall have been approved by MLB; it being understood and agreed that such approval by MLB may be conditioned upon making necessary changes to this Amendment to comply with MLB Rules and Regulations.

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

(a) Cooperation. Landlord and Tenant shall work together in good faith to cause the Amendment Contingencies to be satisfied prior to the applicable dates set forth in Section 2 above.

(b) Right To Terminate. If any of the above Amendment Contingencies is not satisfied on or prior to the date specified therefore in Section 2, either party, by written notice delivered to the other at any time after any such missed date, may elect to terminate this Amendment, in which event this Amendment shall be null and void.

(c) Effect of Termination. In the event of termination of this Amendment, the Original Lease and Original Management Contract shall remain in full force and effect and neither party, nor the County, shall be deemed to have waived any rights or remedies under the Original Lease or the Original Management Contract. Without limiting the generality of the foregoing, upon such termination, (i) the Original Lease and Original Management Contract automatically shall be reinstated, revived and be in force and effect from the date of the occurrence of such event to, but only to, the expiration date of the original term of the Original Lease (i.e. January 31, 2031); (ii) neither Landlord nor Tenant shall have any claim against the other for return of or reimbursement for any amounts paid or obligations performed pursuant to the provisions of this Amendment prior to its termination and Landlord and Tenant each fully waive and release any such claim against the other to the fullest extent permitted by applicable law; and (iii) except as otherwise provided herein, Landlord and Tenant shall be restored to the same position as existed prior to the execution of this Amendment.

4. Terms Prior to the Amendment Effective Date. Prior to the Amendment Effective Date, the terms of the Original Lease and the Original Management Contract shall govern and remain in full force and effect.

5. Termination of County Sales Tax. On or after the Amendment Effective Date, notwithstanding anything to the contrary in the Original Lease, the County shall be permitted to terminate the New County Sales Tax (as defined in the Original Lease).

6. Common Area RMMO Fund Account. After the Amendment Effective Date and prior to the Commencement Date (as defined in the New Lease, hereinafter the "**New Lease Commencement Date**"), Tenant's fifty percent (50%) share of the Administrative and Common Area Capped Charge shall continue to be deposited in the Common Area RMMO Fund Account pursuant to the Original Lease and shall be expended in accordance with an annual budget approved by Tenant and Co-Tenant.

7. Kauffman Stadium RMMO Fund; Baseball Stadium RMMO Fund. After the Amendment Effective Date and prior to the New Lease Commencement Date, upon the imposition of the New Sales Tax (as defined in the New Lease), the phrase "New County Sales Tax" as used in Section 14 of the Original Lease shall mean and refer to the New Sales Tax (as defined in the New Lease). After the Amendment Effective Date and prior to the New Lease Commencement Date, upon the issuance of the New Bonds (as defined in the New Lease), the phrase "New Bonds" as used in Section 14 of the Original Lease shall mean and refer to the New Bonds (as defined in the New Lease). Upon the New Lease Commencement Date, (a) Landlord/County shall no longer be required make deposits into the Kauffman Stadium RMMO Fund pursuant to Section 14 of the Original Lease, (b) the Available Revenues (as defined in the New Lease) shall be deposited in accordance with the terms of the New Lease, and (c) the balance of funds in the Kauffman Stadium RMMO Fund, including any funds deposited after the New Lease Commencement Date, shall be deposited into the Baseball Stadium RMMO Fund.

8. Termination of Lease. Upon the New Lease Commencement Date, Tenant shall send written notice to Landlord indicating the date (the "**Termination Date**"), which shall be not later than thirty (30) days after such New Lease Commencement Date, upon which the Lease shall terminate. Upon the Termination Date:

(a) The Lease shall terminate and be of no further force or effect, other than provisions that expressly survive the termination of the Lease;

(b) Tenant shall surrender possession of the Exclusive Leased Premises in its then-present condition, as-is;

(c) Percentage rental on Gross Receipts, Net of Taxes, and Basic Rent shall be prorated for the applicable period as of the New Lease Commencement Date, and shall be paid on the 1st day of May immediately following the Termination Date; and

(d) Indemnification and payment obligations of the parties accruing under the Lease prior to the Termination Date shall survive the termination of the Lease, subject, however, to the provisions of Section 8(c) of this Amendment.

9. Tenant's Maintenance, Repair, and Replacement Obligations. Notwithstanding anything to the contrary in the Original Lease or the Original Management Agreement, Landlord and Tenant acknowledge and agree that the useful life of Kauffman Stadium will end on the Termination Date, and Landlord and Tenant have agreed for Kauffman Stadium to be demolished after the Termination Date. Landlord and Tenant mutually desire to appropriately steward both public and private funding used for the maintenance and repair of the Exclusive Leased Premises given its remaining useful life. Therefore, Landlord and Tenant agree that, other than life safety-

related items of maintenance, repair, or replacement which Tenant is obligated to perform by the terms of the Original Lease or the Original Management Agreement, from and after the Amendment Effective Date, Tenant shall not be required to undertake any items of maintenance, repair, or replacement to or for the Exclusive Leased Premises if the useful life of such maintenance, repair, or replacement will extend beyond the Termination Date, although the costs of all such maintenance, repair, or replacement actually performed by Tenant shall continue to be reimbursable from the Kauffman Stadium RMMO Fund.

10. Terms Prior to the Termination Date. After the Amendment Effective Date but prior to the Termination Date, the terms of the Lease, as amended by this Amendment, shall govern and remain in full force and effect.

11. Continued Operations. Prior to the Termination Date, (a) in accordance with Section 22.01(E) of the Original Lease, Tenant shall not discontinue use of any major part of the Baseball Stadium designed, intended or contemplated for use by Stadium patrons unless the Landlord consents in writing to such discontinuance, such consent not to be unreasonably withheld, conditioned or delayed, and (b) in accordance with Section 7.02 of the Original Lease, unless consented to in writing by the Landlord (which consent will not unreasonably be withheld or delayed), Tenant shall during the term of the Lease, except as otherwise provided therein (where the leased premises may be temporarily taken or damaged so as to be unusable), play or conduct no fewer than ninety percent (90%) of its professional baseball "home" games in the Baseball Stadium. Notwithstanding the foregoing, Landlord acknowledges that prior to the Termination Date, Tenant may transition some of its operations to Tenant at the New Baseball Stadium, and Landlord hereby consents to the foregoing.

12. Kauffman Stadium Demolition. Pursuant to the terms and provision in this Section 12, Tenant agrees to pay a portion of the cost to perform site preparation and clearance at the Sports Complex related to Kauffman Stadium (the "**Site Work**"), in an amount to be mutually agreed upon by Tenant, Existing Co-Tenant, Landlord, and the County. Tenant's and Existing Co-Tenant's payments toward such cost shall be paid from and limited to the proceeds of the Facility Bonds (as defined in Section 3.02(C)(ii) of the New Stadium Lease) unless the parties agree otherwise. Landlord and the Teams shall further discuss the party that shall contract to perform and oversee the Site Work and enter into such further agreements to describe the transition to a single stadium sports complex. Neither the County nor the Landlord shall be required to fund any of the cost of the Site Work other than through making available the proceeds of the Facility Bonds. The County shall make the proceeds of the Facility Bonds available to perform the Site Work. The scope of the Site Work will be determined by Landlord, with the input of the County and the Teams.

13. Approval by Jackson County Legislature. This Amendment shall be subject to review and approval of the Jackson County Legislature, and it shall not be effective until such approval is obtained. If this Amendment is not so approved by June 1, 2024], this Amendment shall be null and void.

14. Affirmation of Lease. Landlord and Tenant agree that except as specifically modified herein, all the terms and provisions of the Original Lease are in full force and effect. If and to the extent that there is a conflict between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall control. Landlord and Tenant further agree that

the only agreements governing, controlling or affecting the rights and duties of the parties under the Lease are those set forth in the Original Lease and this Amendment, and that no prior course of conduct or dealing, nor any prior agreements or understandings not set forth in the Original Lease or this Amendment, shall be applicable to guide or determine the interpretation of the Lease or any of its provisions, nor shall any prior course of conduct or dealing, nor any prior agreements or understandings not set forth in the Original Lease or this Amendment, be binding upon Landlord or Tenant.

15. Counterparts. This Amendment may be executed by the parties hereto on separate counterparts, or separate signature pages, all of which shall be deemed originals, but all of which, taken together, shall constitute one and the same instrument.

16. County Consent. Landlord and Tenant acknowledge that simultaneously with the execution of this Amendment, they and the County shall enter into the County Consent and Agreement in the form thereof annexed to this Amendment and that Tenant would not have entered into this Amendment but for the inducements therein contained.

17. MLB Provisions.

(a) Subordination to MLB Documents. Notwithstanding any other provision of the Lease, the 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 "**MLB Documents**"): (a) any present or future agreements entered into by, or on behalf of, any of the MLB entities or affiliates, or the member Clubs acting collectively, including, without limitation, agreements entered into pursuant to the Major League Constitution, the American and National League Constitutions, the Professional Baseball Agreement, the Major League Rules, the Interactive Media Rights Agreement, and each agency agreement and operating guidelines among the MLB Clubs and an MLB entity, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB entities. The issuance, entering into, amendment, or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by the Lease, except as are specifically approved in writing by the applicable MLB entity.

(b) Exceptions. The foregoing paragraph (a) shall not subordinate the obligations of Tenant under Article VI, Section 7.02, Section 22.01, Section 27.01 and Section 31.02 of the Original Lease, and shall not operate to increase any obligation of Landlord for expenditures of funds in excess of the Landlord's Capped Contribution. The foregoing paragraph (a) shall not require Landlord to forego any remedy to which it may be entitled for any breach of the Lease by Tenant. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by the Lease, except as are specifically approved in writing by the applicable MLB Entity.



(c) No Knowledge of Conflict. Tenant represents that as of the date of this Amendment, the Lease is not inconsistent with the terms of the MLB Documents, and it is in compliance with all applicable MLB rules and regulations that are relevant to the transactions contemplated herein. Tenant agrees that it will not consent to any future agreement or arrangement inconsistent with the Lease and will use reasonable efforts to oppose the adoption of any MLB Rules and regulations that could cause Tenant to be unable to comply with the terms of the Lease.

(d) Interpretation. The parties agree that no interpretation of this Section 16 will impede the availability to Landlord of legally adequate remedies for the practical realization of the principal benefits reasonably intended to be provided by the Lease.

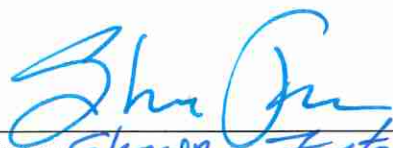
18. Termination of Management Contract. Upon the Termination Date, the Original Management Contract shall terminate and be of no further force or effect, other than provisions that expressly survive the termination of the Original Management Contract.

[Signature pages follow]

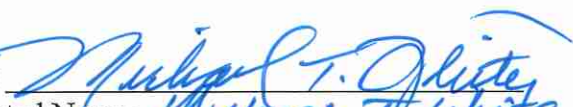
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

JACKSON COUNTY SPORTS COMPLEX AUTHORITY


(seal)

By: 
Printed Name: Shawn Foster
Title: Chairman

ATTEST:

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

KANSAS CITY ROYALS BASEBALL CLUB, LLC

By: 
Printed Name: Brooks Sherman
Title: V.P. + COO

COUNTY CONSENT AND AGREEMENT

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

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

A. Landlord has the right under the County Agreement (as defined in the Original Lease) to enter into the Amendment upon the terms, covenants, provisions and conditions therein contained and for the duration thereof with respect to the rights, easements and interests in the premises granted to the Tenant therein and to grant to the Tenant such rights, easements and interests.

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

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

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

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

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

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

C. In the event of termination or cancellation of the County Agreement, the possession by the Tenant of the rights, easements and interests in the premises granted to the Tenant under the Original Lease, as amended by the Amendment, will be fully recognized and

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

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

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

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

[Signature page follows]



IN WITNESS THEREOF, 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: _____

ATTEST:

Title: _____

By: _____

Title: Clerk of the County Legislature

APPROVED AS TO FORM:

Bryan Covinsky
County Counselor

JACKSON COUNTY SPORTS COMPLEX
AUTHORITY

(seal)

By: Shawn Foster

ATTEST:

Title: Chairman

By: Michael J. White

Title: General Counsel

KANSAS CITY ROYALS BASEBALL CLUB,
LLC

By: K. R. [Signature]

Printed Name: Brooks Sherman
Title: VP & COO

