

**FIRST AMENDMENT TO THE 2006 LEASE AMENDMENT
(KC CHIEFS)**

THIS FIRST AMENDMENT TO THE 2006 LEASE AMENDMENT (the "**First Amendment**") is made and entered into as of the 1st day of October, 2006, by and between the JACKSON COUNTY SPORTS COMPLEX AUTHORITY, a body corporate and politic and political subdivision of the State of Missouri (the "**Landlord**"), and the KANSAS CITY CHIEFS FOOTBALL CLUB, INC. (the "**Tenant**" or the "**Chiefs**").

RECITALS:

A. Jackson County (the "**County**") has constructed and owns the Harry S. Truman Sports Complex (the "**Sports Complex**") consisting of Arrowhead Stadium, Kauffman Stadium, an unenclosed stadium plaza (a parking area located between the two stadiums), certain facilities beneath the stadium plaza area, parking lots for vehicles and various other common areas of real estate owned by Jackson County and located in Kansas City, Jackson County, Missouri.

B. Landlord and Tenant previously made and entered into that certain Lease Agreement dated January 19, 1990 (the "**1990 Lease**"), as modified by that certain Memorandum of Understanding dated January 19, 2005 (as so modified, hereinafter referred to as the "**Original Lease**"), pursuant to which Landlord leased to Tenant Arrowhead Stadium and certain common areas and other facilities as therein described. The Original Lease was modified and amended by that certain 2006 Lease Amendment dated January 24, 2006 (the "**2006 Lease Amendment**") pertaining to, among other things, the extension of the term of the Original Lease from January 31, 2015 to January 31, 2031, proposed expansions and renovations to Arrowhead Stadium and certain modifications of the Exclusive Leased Premises and the Co-Exclusive Use Property (as defined in the 2006 Lease Amendment). The Original Lease, as amended by the 2006 Lease Amendment, is sometimes referred to herein as the "**2006 Amended Lease**".

C. Under Sections 1.3.1(v) and 34.12 of the 2006 Lease Amendment, the effectiveness of said Amendment is subject to the approval of the National Football League (the "**NFL**").

D. The NFL has approved all of the provisions of the 2006 Lease Amendment except for and excluding the "Ticket User Fee" provisions of Section 13.1(b) thereof which the NFL has not approved. The Chiefs have agreed with the Landlord and the County to continue the Chiefs' efforts to persuade the NFL to accept and approve such Ticket User Fee and related NFL rule treatment, as proposed. In order to provide an alternative in the event the Chiefs are not successful in such efforts prior to the time such Ticket User Fee otherwise is scheduled to go into effect (i.e. the first season after completion of the Arrowhead Stadium Expansion and Renovation Plan), the Chiefs, the Landlord and the County have agreed, in such event, to eliminate the Ticket User Fee provisions in Section 13.1(b) and increase the amount of the "Parking User Fee" in Section 13.1(a) thereof for Tenant events at the Sports Complex but retaining the preferences for Jackson County residents relating to the increased Parking User Fee set forth in Sections 7.3.2(4) and (5) of the 2006 Lease Amendment and with the Chiefs acknowledging that its various repair, maintenance, management and operation obligations under the 2006 Lease Amendment are neither limited nor reduced by the available Football Stadium RMMO Funds existing from time to time, as set forth in Section 10.5.6 thereof.

E. Accordingly, Tenant has requested that Landlord agree to certain modifications and amendments to the 2006 Lease Amendment and Landlord (with the County's consent and approval) is willing to do so upon the terms and conditions set forth in this First Amendment, including retention of the preferences for Jackson County residents relating to the Parking User Fee referenced above and below.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Landlord and Tenant hereby revise and amend the 2006 Lease Amendment and the 2006 Amended Lease as follows:

1. **Definitions.** All capitalized terms and definitions used in this First Amendment shall have the same meaning given to such terms and definitions in the 2006 Amended Lease unless otherwise indicated in this First Amendment.

2. **Amendment and Modification of Section 13.1.** In the event that the Chiefs have not obtained written NFL approval of the Ticket User Fee set forth in Section 13.1(b) and provided a true copy thereof to the Landlord and the County prior to the commencement of the first season after completion of the Arrowhead Stadium Expansion and Renovation Plan, then Section 13.1 of the 2006 Lease Amendment automatically, and without further action of the Landlord, the County or the Chiefs, shall be deleted and replaced by the following new Section 13.1:

"Section 13.1 No User Fees/Taxes; Exception.

(a) *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, following completion of the Arrowhead Stadium Expansion and Renovation Plan, 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.(b) 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 under the New Bonds Documents for deposit, application and disbursement as herein provided and as provided in Sections 402(a)(4), 402(b), 407, 408 and related provisions of the Trust Indenture for the New Bonds Documents with respect to: the JCSCA general fund for its administrative costs (\$250,000 the first year with three percent (3%) annual increases); the Common Areas RMMO Fund (\$250,000 the first year with three percent (3%) annual increases); and the Football Stadium RMMO Fund. Tenant's Football Stadium RMMO Fund shall be used for repair, maintenance and replacement obligations of Tenant at the Stadium and Tenant's Exclusive Leased Premises which are owned by the County. Section 13.02 of the Original Lease is hereby amended to remove from its prohibition the Parking User Fee permitted under this Section 13.1. Landlord/County and Tenant acknowledge that the imposition of the Parking User Fee set forth above was an express condition of the County for placement of the New County Sales Tax on the*

ballot for vote by the County electorate. 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 \$250,000 per year with three percent (3%) annual increases for the entire period of the 2006 Amended Lease. Tenant recognizes and agrees that Landlord also is hereby exercising its right to approve the above described Parking User Fee following completion of the Arrowhead Stadium Expansion and Renovation Plan for the then remaining Amended Term of the 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 in the Original Lease.

(b) On or before February 28th of the calendar year next following the first full calendar year in which the Parking User Fee is imposed and collected as set forth above, and on or before each February 28th thereafter during the remaining Amended Term of the Lease, the Parking User Fee shall be adjusted up or down to an amount to be imposed for the following year determined by dividing (i) the total number of paid tickets for all of Tenant's events at the Sports Complex for the preceding twelve (12)-month period ending on January 31st of each year times \$1.00 by (ii) the total number of vehicles which paid to park at Tenant's events at the Sports Complex for the same twelve (12)-month period and adding \$1.00. Tenant shall provide to Landlord on or before February 15th of each year the computation for such adjustment of the Parking User Fee and supporting information for Landlord's approval which shall not be unreasonably withheld or delayed. In the event Landlord fails to approve any such annual adjustment within fifteen (15) calendar days of its receipt from Tenant of the computation and supporting information therefor, such adjustment shall be deemed approved.

(c) Landlord and Tenant acknowledge and agree that all references to the "Ticket User Fee" in the 2006 Amended Lease are hereby eliminated and deleted.

(d) Landlord and Tenant further acknowledge and agree that the preferences for Jackson County residents relating to the Parking User Fee set forth in Section 7.3.2(4) [i.e. Jackson County resident 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 in Section 7.3.2(5) [i.e. Jackson County residents purchasing parking at the same time they purchase tickets for other events held at Arrowhead Stadium promoted by the Chiefs will not be charged any Parking User Fee] of the 2006 Lease Amendment are not amended nor modified by the foregoing modifications to the Parking User Fee and remain in full force and effect and are applicable to the modified Parking User Fee.

(e) Tenant reaffirms its acknowledgment and agreement in Section 10.5.6 of the 2006 Lease Amendment that its various repair, maintenance, management and operation obligations under the Amended Lease are neither

limited nor reduced in any respect by the available Football Stadium RMMO Fund Monies existing from time to time."

3. **Subsequent Change in NFL Policy.** If the modification and amendment to Section 13.1 set forth in Paragraph 2 above becomes effective and is implemented and thereafter at any time during the remaining term of the 2006 Amended Lease, as it may be extended, the NFL changes, modifies or amends its policies to permit its member teams, including the Chiefs, or governmental entities such as the Landlord or the County, to impose and collect a ticket user fee such as the Ticket User Fee being eliminated pursuant to the provisions of this First Amendment in a manner that does not adversely affect the Chiefs' revenue sharing with the NFL or its other member teams, then the Chiefs shall notify the Landlord and the County in writing of such policy change, and its effective date. Thereafter, for the next ensuing Chiefs' season, the original Section 13.1 of the 2006 Amended Lease shall immediately and automatically be reinstated with the original \$1 Ticket User Fee and the original \$1 Parking User Fee restored, this First Amendment shall then be completely void and the Landlord shall then impose the reinstated original Ticket User Fee and the original Parking User Fee, commencing with such next ensuing season, taking all appropriate governmental action necessary to do so.

4. **Further Assurances.** Landlord and Tenant each agree to perform any further acts and deliver any additional documents or instruments that may be reasonably requested by the other to carry out the purposes and provisions of this First Amendment.

5. **Captions; Authority; Counterparts.** The captions and headings of the Sections of this First Amendment are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof. Any person executing this First Amendment in a representative capacity warrants and represents that such person has the authority to do so. This First Amendment may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. This First Amendment shall be a part of the 2006 Amended Lease as of the date hereof as if originally set out therein.

6. **Other Changes; Conflicts.** Unless the context otherwise indicates, all other terms and conditions of the 2006 Lease Amendment and the 2006 Amended Lease which are the same as or directly related to the revised terms and conditions set out in this First Amendment are similarly modified to be consistent with this First Amendment. All other terms and conditions of the 2006 Lease Amendment and the 2006 Amended Lease shall remain unchanged and in full force and effect. In the event of any conflict between this First Amendment and the 2006 Lease Amendment or the 2006 Amended Lease, this First Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be executed as of the date and year first above written.

(Seal)

JACKSON COUNTY SPORTS
COMPLEX AUTHORITY

By: 

Michael Smith, Chairman

ATTEST:

By: Georgia Buchanan
Printed Name: Georgia Buchanan
Title: Secretary

APPROVED AS TO FORM:

WHITE GOSS BOWERS MARCH
SCHULTE & WEISENFELS P.C.

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

KANSAS CITY CHIEFS FOOTBALL
CLUB, INC.

By: Clark K. Hunt
Clark K. Hunt, Chairman of the Board

COUNTY CONSENT AND AGREEMENT

In order to induce the Kansas City Chiefs Football Club, Inc. to enter into the foregoing First Amendment to the 2006 Lease Amendment to which this instrument is annexed, and in consideration therefor, JACKSON COUNTY, MISSOURI (the "County") as of October 1, 2006 hereby consents to and approves the above First Amendment to the Chiefs 2006 Lease Amendment as if it was originally a part of the 2006 Amended Lease referred to therein.

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

JACKSON COUNTY, MISSOURI

(Seal)

By: Kathryn J. Shields
Kathryn Shields, County Executive

ATTEST:

By: Mary Jo Spino
Mary Jo Spino, Clerk of County Legislature

APPROVED AS TO FORM:

Edward B. Rucker
Edward B. Rucker, County Counselor