
LEASE AGREEMENT

between

JACKSON COUNTY SPORTS COMPLEX AUTHORITY

as Landlord,

and

KANSAS CITY ROYALS BASEBALL CORPORATION,
as Tenant,

Dated as of January 19, 1990.

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LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 19th day of January, 1990, 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 the KANSAS CITY ROYALS BASEBALL CORPORATION, a Missouri corporation (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, Jackson County, Missouri (hereinafter referred to as the "County"), has constructed a sports complex, known as the Harry S. Truman Sports Complex (hereinafter referred to as the "Sports Complex"), consisting of: a baseball stadium, known as Royals Stadium, having a seating capacity for approximately 42,000 persons (hereinafter referred to as the "Baseball Stadium"); a football stadium, known as Arrowhead Stadium, having a seating capacity for approximately 78,000 persons (hereinafter referred to as the "Football Stadium"); certain football practice fields; an unenclosed stadium plaza exhibition and parking area located between the two stadiums (hereinafter referred to as the "Stadium Plaza"); a central food and employee service facility beneath the Stadium Plaza (hereinafter referred to as the "Central Service Facility"); parking facilities for approximately 17,800 cars; and access and circulation roadways on a tract of real estate owned by the County, located in Kansas City, Jackson County, Missouri, described as follows:

A tract of land located in Sections 19, 20, 29 and 30, Township 49 North, Range 32 West, in Kansas City, Jackson County, Missouri, containing approximately 282 acres, more or less, generally bounded on the South by the northerly right-of-way line of the Chicago Rock Island and Pacific Railroad; on the West by an irregular, partially curved line which extends from the CRI&P Railroad right-of-way northerly to the southerly curb line of Reconstructed Leeds Road (now Stadium Drive), said westerly boundary line being located 20 feet outside and parallel to the continuous exterior curb line formed by the southwest access road to the Sports Complex (i.e. Lancer Lane) until it reaches the boundaries of the football practice fields, thence around the boundaries of said practice fields back to such curb line until it reaches the west curb line of Parking Lot N, thence northerly along the west curb line of Parking Lot N to the southerly curb line of the northwest access road to the Sports Complex (i.e. Chiefs' Way); and thence along such northwest access road to the Sports Complex (i.e. Chiefs' Way); on the North by the southerly curb line of Reconstructed Leeds Road (now Stadium Drive) and a property line established to provide access from

Reconstructed Leeds Road (now Stadium Drive) to the Missouri State Highway Department Radio Tower; on the Northeast by the southwesterly right-of-way line of U.S. Interstate Highway No. 70; and on the East along the westerly curb line of Reconstructed Blue Ridge Cut-off and around the perimeter boundaries of that tract of real property previously conveyed by the County to the State of Missouri for a tourist information center; all as shown outlined in red on Exhibit A attached to and made a part of this Lease and the legal description of which tract is set forth in Exhibit B attached to and made a part of this Lease;

(which real estate and facilities, other than and except for the Football Stadium, and its immediate environs, are hereinafter sometimes collectively referred to as the "leased premises"); and

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

WHEREAS, by Agreement dated as of October 31, 1970, as amended by Amendment to Agreement dated as of March 17, 1987, the County has leased the Sports Complex to the Landlord and has granted to Landlord the right to sublease the Sports Complex, and the October 31, 1970, Agreement between the County and the Landlord, as amended, is incorporated herein by reference and is hereinafter referred to as the "County Agreement"; and

WHEREAS, Tenant is a member of The Western Division of the American League and owns the professional baseball team known as the Kansas City Royals, which presently has a franchise to conduct professional baseball games in the greater Kansas City area; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Baseball Stadium and related facilities of the Sports Complex upon the terms and conditions herein set forth; and

WHEREAS, Landlord is contemporaneously leasing to the Kansas City Chiefs Football Club, Inc., a Texas corporation duly authorized to do business in Missouri, the Football Stadium, practice fields and related facilities of the Sports Complex, and the Kansas City Chiefs Football Club, Inc., is hereinafter referred to as the "Co-tenant."

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises described in Article II hereof on the terms and conditions hereinafter set forth.

ARTICLE I

TERM

Section 1.01 Initial Term.

The term of this Lease (hereinafter referred to as the "Initial Term") shall be for the period of twenty-five (25) years commencing on January 19, 1990, and ending on January 31, 2015. The term "Lease Year" wherever used in this Lease shall mean for the first Lease Year the period commencing from the time of execution of this Lease through January 31, 1991, and thereafter the twelve (12) calendar months commencing on February 1st and ending on the next succeeding January 31st.

Section 1.02 Extensions for Force Majeure.

(A) (i) If during the Initial Term there has been a suspension of occupancy as contemplated by the provisions of Article XX (Force Majeure), then the Initial Term, as applicable, shall be extended for an additional period equal to the sum of such periods of suspension as have occurred during the Initial Term. Any such extension shall be on the same terms and conditions as those set forth in this Lease for the Initial Term.

(ii) If at the date of termination of the Initial Term there shall exist a suspension of this Lease pursuant to the provisions of Article XX (Force Majeure) which began prior to said date of termination, then the extension granted pursuant to (A) (i) shall begin on the date of the end of such period of suspension and not on the date of termination of the unextended Initial Term.

(B) In the event of any extension of this Lease for any period other than a complete Lease Year or Lease Years, this Lease shall be further extended to the January 31st next following the end of such extension so that this Lease shall end at the close of a complete Lease Year.

ARTICLE II

LEASED PREMISES

Section 2.01 Exclusive Leased Premises.

Landlord grants to Tenant the exclusive right to occupy and use the Baseball Stadium and its immediate environs, all as shown colored in red on the attached Exhibit C, except those portions of

such Baseball Stadium and immediate environs designated on the attached Exhibit C as follows:

Spaces colored in yellow and reasonable access at all times thereto, which spaces are for the use of the Landlord and the County; and

Spaces colored in green and reasonable access at all times thereto, which spaces are for the joint use of both Tenant and the Co-tenant.

As used in this Lease, the term "immediate environs," which are leased exclusively to Tenant with the Baseball Stadium, shall be only the walkways and other areas immediately surrounding the Baseball Stadium inside the curb line nearest the Baseball Stadium of the driveways which are around the same as colored in red on Exhibit C.

Spaces colored in orange have been conveyed to the State of Missouri for its Tourist Information Center and are not covered under the terms of this Lease.

Section 2.02 Co-exclusive Use Property.

Landlord grants to Tenant the co-exclusive right with the Co-tenant to use and occupy:

Spaces, facilities and areas colored in Green on Exhibit C and all areas of the Sports Complex except for the Baseball Stadium and its immediate environs, the Football Stadium and its immediate environs, and the football practice fields.

Section 2.03 The 59-Acre Tract.

Landlord and Tenant acknowledge that immediately to the west of and not included within the description of the Sports Complex on pages 1 and 2 of this Lease is a tract of land located in Section 19, Township 49 North, Range 32 West, in Kansas City, Missouri, containing approximately 59 acres, more or less, bounded: on the southwest by the northerly right of way line of the CRI&P Railroad; on the northwest by the southeasterly right of way line of U.S. Interstate Route No. 435; on the north by the south curb line of Reconstructed Leeds Road (now Stadium Drive); on the northeast by a line 40 feet southwesterly and parallel to the southwesterly curb line of the major access road (i.e. Chiefs' Way) from Reconstructed Leeds Road (now Stadium Drive) to the Sports Complex; on the east by a line 40 feet westerly and parallel to the westerly curb line of the main peripheral roadway around the Sports Complex (i.e. Dubiner Circle); and on the south by a line 40 feet northerly and parallel to the northerly curb line of the

southwest access roadway (i.e., Lancer Lane) connecting the Sports Complex with Raytown Road; less the parts thereof previously taken for construction of Parking Lot N and the football practice fields; such tract hereinafter referred to as "the 59-acre tract," the legal description of which is set forth on Exhibit D attached hereto.

Section 2.04 No Conflicting Use by Landlord or County of Adjacent Property.

Any use or development by the County or the Landlord, their agents, employees, officials, lessees, vendees, transferees, assigns or anyone acting for or on behalf of or by authority of the County or the Landlord of any of the property within the Sports Complex located within the outer perimeter access roads shall require the prior written approval of the Tenant and Co-Tenant which approval will not be unreasonably withheld or delayed. Any such use or development of any of the property constituting the Sports Complex, including the 59-acre tract and the property described above will not be incompatible, in competition or result in scheduling conflicts with the Tenant's use of the premises. Any such use or development shall be in accordance with the Landlord's land use plan, as amended from time to time. Any buildings, structures or other improvements constructed or erected on the 59-acre tract or any other part of the Sports Complex by the County or the Landlord or their lessees, vendees, transferees or assigns shall be architecturally and aesthetically compatible with the Baseball Stadium and the Football Stadium. Landlord shall notify Tenant of any proposed development on the 59-acre tract.

ARTICLE III

DELIVERY OF PREMISES,
CONSTRUCTION OF ADDITIONAL IMPROVEMENTS
BY LANDLORD AND IMPLEMENTATION
OF MASTER PLAN BY LANDLORD

Section 3.01 Delivery of Premises.

Subject to and except for latent defects, Landlord's responsibilities for maintenance, repair and replacement as hereinafter set forth, and certain improvements to be erected by Landlord as hereinafter set forth, and Landlord's implementation of the Master Plan as hereinafter set forth, Tenant agrees to accept the premises leased exclusively by it or co-exclusively with Co-tenant in their present condition as is and as delivered by Landlord to Tenant herewith.

Section 3.02 Construction of Additional Improvements by Landlord.

(A) At its sole cost and expense, Landlord shall: (i) provide a new color video scoreboard system and auxiliary scoreboard system in accordance with the plans and specifications described in Exhibit E attached hereto; and (ii) construct outfield seating with restrooms and concessions in accordance with the plans and specifications described in Exhibit F attached hereto. The Landlord shall contract for the purchase and together with the Tenant shall supervise the installation of the improvements described in this paragraph. The plans and specifications described in Exhibits E and F, as such plans and specifications may be amended or changed as hereinafter permitted, are hereinafter collectively called the "Construction Plans."

(B) The Landlord shall have the right to adopt change orders or to amend the Construction Plans and to construct and erect the additional improvements described therein in accordance with such change orders or amended plans, provided that costs of the items to be furnished under this Section 3.02 shall not exceed \$6,500,000 as set out in Exhibits E and F and the prior written consent of Tenant has been secured for each such change or amendment, which consent shall not be unreasonably withheld or delayed by Tenant.

(C) The Landlord shall cause the work of making the improvements described in the Construction Plans when they are finalized to begin promptly and shall cause construction, replacement and erection to be performed in a diligent manner in accordance with good construction practice under all circumstances prevailing, including, without limitation, weather and labor conditions and the availability of equipment, supplies and materials, and in accordance with the construction schedules for the various portions of the work set forth in Exhibit G attached to this Lease. Landlord shall schedule and cause such work to be performed in such fashion that there is no conflict with or interruption of or interference with Tenant's home professional baseball games. In the event that the Landlord fails to substantially complete the installation of the scoreboards as described in Subsection 3.02(A)(i) by April 1, 1991, then Tenant shall have the right to terminate this lease by written notice to Landlord unless such failure is due to Force Majeure, as set forth in Section 20.01(A).

(D) Landlord and Tenant acknowledge that the existing scoreboard behind center field and the water spectacular of the Baseball Stadium were installed and erected and are owned by Tenant.

Section 3.03 Implementation of Master Plan.

(A) Landlord and Tenant acknowledge that, in a joint effort with the Co-tenant, they have caused the Sports Facilities Group of Hellmuth, Obata & Kassabaum, Inc., architects, to prepare the Truman Sports Complex Master Plan dated February 1986, as amended and revised January 18, 1990 (the "Master Plan"), which Master Plan, attached hereto as Exhibit I, is hereby incorporated into this Lease by reference as if set forth in full herein. The Master Plan sets forth mutually agreed upon necessary repairs, replacements and capital improvements to be made by Landlord by or within various scheduled times during the term of this Lease in order to maintain the Sports Complex as a state-of-the art sports facility in a good and first class condition. Subject to the provisions of Section 27.02(J) hereof, Landlord agrees to cause the repairs, replacements and capital improvements described in the Master Plan to be made and substantially completed on or before the times or dates therein required at Landlord's sole cost and expense. In the event Landlord fails to perform or cause to be performed, in any material respect, any of the work described in the Master Plan by the times or dates called for in the Master Plan, such failure shall be an event of default by Landlord under this Lease for which, after giving Landlord 60 days' written notice of its intention to do so, Tenant may exercise any of its rights and remedies hereunder including: (i) the right to terminate this Lease upon written notice to Landlord; or (ii) the right to perform the same on behalf of Landlord and credit and set-off the costs and expenses of the same against rent subsequently due.

(B) The Master Plan and the work therein described to be performed shall not be amended, modified or changed without the prior written consent of: (i) the Tenant with respect to the Baseball Stadium and its immediate environs; (ii) the Co-tenant with respect to the Football Stadium, its immediate environs and Co-Tenant's practice fields; and (iii) both Tenant and the Co-tenant with respect to any other portion or part of the Sports Complex. Landlord and Tenant agree to meet together with the Co-tenant on an annual basis, on or before November 1 of each year, to evaluate and update the Master Plan, including the establishment of scheduling priorities for improvements to be made in the next three years. All amendments to the Master Plan affecting the Baseball Stadium and its immediate environs, the Central Service Facility and common areas shall be in writing and shall become effective only upon the approval thereof, which approval shall not be unreasonably withheld or delayed, by the Tenant and Landlord at its regular monthly meeting. In the event that all parties fail to agree on any amendment to the then existing Master Plan schedule, the most recently approved Master Plan schedule shall remain in force and effect.

ARTICLE IV

ALTERATIONS AND OTHER IMPROVEMENTS

Section 4.01 Alterations and Improvements by Tenant.

(A) Landlord and Tenant acknowledge that pursuant to Exhibits (E) and (F) to the "Prior Lease," as defined in Section 30.01 of this Lease, certain facilities within the Baseball Stadium were constructed, erected or supplied by Tenant at Tenant's cost and expense, including the existing scoreboard and water spectacular in the Baseball Stadium, and the same shall remain Tenant's property in all events.

(B) In addition to the improvements described in Subsection 4.01(A) above, the improvements to be made by Landlord described in Section 3.02 and any repairs or replacements to be made by Landlord pursuant to the Master Plan as set forth in Section 3.03, at any time during the term of this Lease, as may be extended, Tenant shall have the right to make additions, alterations or improvements to the Baseball Stadium and its immediate environs, the Central Service Facility or other common areas of the Sports Complex provided Tenant gives thirty (30) days' prior written notice to Landlord together with copies of plans and a description of said additions, alterations or improvements (for the purpose of showing compliance with (i) through (vi) below) and, provided however, unless the Landlord consents in writing, or unless such addition, alteration or improvement is expressly permitted by some other provision of this Lease, no such addition, alteration or improvement shall: (i) impair to any extent the structural soundness of the Baseball Stadium; (ii) interfere significantly with the use of the Football Stadium; (iii) interfere significantly with the use of the common areas by the Co-tenant; (iv) significantly reduce the seating capacity of the Baseball Stadium; (v) significantly reduce the number of parking spaces in the parking areas of the leased premises; (vi) materially alter the quality, character, usefulness or attractiveness of any part of the leased premises; (vii) substantially increase the cost of operating, maintaining and insuring any part of the leased premises; or (viii) substantially interfere with the Authority's land use plan and/or the development of any portion of the leased premises.

(C) In addition to the improvements hereinabove contemplated, Tenant, at any time and without Landlord's prior consent or approval, shall have the right to make additions, alterations or improvements to those areas of the Baseball Stadium not generally open to the public use or view during events in the Baseball Stadium, provided only, however, that no such addition, alteration

or improvement shall impair to any extent the structural soundness of the Baseball Stadium.

(D) Unless otherwise agreed to in writing and subject to Article XXVII (Default) and the other provisions of this Article, any such additions, alterations or improvements constructed by Tenant on the leased premises at the end of the term of this Lease or any extension thereof shall become the property of the County or its successor or successors.

(E) The Tenant will provide or continue to provide miscellaneous supplies, fixtures, equipment, appliances, furniture, furnishings, including built-in objects of art, utensils, and other articles for the operation of the Baseball Stadium and the common use areas for the exhibition of baseball and any other event including the sale or rental of concession items, operation of stadium clubs and private suites, all of which items (including the existing scoreboards and other facilities described in Subsection 4.01(A) above) shall remain the property of the Tenant.

(F) Tenant shall not be required to remove any of said supplies, fixtures, equipment, appliances, furniture, furnishings, including built-in objects of art, utensils, existing scoreboards and other articles from the leased premises at the expiration or termination of the term of this Lease or any extension thereof but if same are removed Tenant shall make reasonable repairs of damage caused by any such removal from the leased premises.

(G) Tenant shall have no right to remove from the leased premises at the expiration or termination of the term of this Lease any supplies, fixtures, equipment, appliances, furniture, furnishings, utensils, signs, lockers or other articles originally furnished by Landlord or any replacements for any such items originally furnished by Landlord.

Section 4.02 Dome Improvements Permitted by Landlord.

The County and/or the Landlord at any time may construct a moving roof or dome over the Football Stadium; provided, however, that such improvement and the work in connection therewith: (i) does not interfere significantly with the use of the Baseball Stadium, the Stadium Plaza, any parking lot areas or any common areas (including the Central Service Facility) by the Tenant, its invitees, sublessees or licensees; (ii) does not significantly reduce the number of parking spaces in the parking areas of the leased premises; (iii) is performed at such times and in such manner as not to interfere significantly with the use of the Football Stadium or any of the leased premises by Co-tenant in accordance with the other provisions of their Lease; (iv) has been approved and consented to in writing by Co-tenant; and (v) does not

impair to any extent the structural soundness of the Football Stadium.

ARTICLE V

MECHANICS' LIENS

Section 5.01 Mechanics' Liens.

(A) Tenant shall not permit any mechanic's, materialman's or similar lien to be filed against the leased premises or any improvement on the leased premises on account of any work, labor or service performed by, or materials furnished to, Tenant or anyone holding or occupying the leased premises through or under Tenant, or any of their respective contractors or subcontractors. If any such lien shall be filed against the leased premises or improvements thereon, Tenant shall, without cost or expense to Landlord, forthwith cause the same to be either (i) discharged of record; or (ii) diligently contested, in which event any final judgment or other process issued in such contest against Landlord shall be promptly paid and discharged before execution thereon.

(B) Landlord shall not permit any mechanic's, materialman's or similar lien to be filed against any part of the leased premises or any improvement thereon, on account of any work, labor or service performed by, or materials furnished to, Landlord, the County, or any of their contractors or subcontractors. If any such lien shall be filed against the leased premises or improvements thereon, Landlord shall, without cost or expense to Tenant, forthwith cause the same either to be (i) discharged of record, or (ii) diligently contested, in which event any final judgment or other process issued in such contest against Landlord or the County shall be promptly paid and discharged before execution thereon.

(C) If the party whose work shall have resulted in the filing of any such lien shall fail to take action as above provided, then the other party, in addition to any other remedies available to the other party, may pay the amount of such lien (subject to the foregoing rights to contest the same) or of such judgment, in which event such other party shall be entitled to reimbursement from the other party in the amount of the payment plus interest at the rate of ten percent (10%) per annum from the date of such payment.

ARTICLE VI

RENT

Section 6.01 Rent.

(A) Tenant shall pay to Landlord a basic annual rent (herein called the "Basic Rent") of Four Hundred Fifty Thousand Dollars (\$450,000.00) payable in four (4) equal installments of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) each on the first day of each April, June, August and October, commencing April 1, 1990.

(B) In addition to the Basic Rent specified above, Tenant shall pay to Landlord by the May 1st next following the end of each Lease Year, commencing May 1, 1991, annual percentage rental for any Lease Year in which Gross Receipts, Net of Taxes exceeds \$7,500,000.00 as follows:

(i) Five percent (5%) of Gross Receipts, Net of Taxes, in excess of \$7,500,000 up to \$12,500,000; and

(ii) Four percent (4%) of Gross Receipts, Net of Taxes, in excess of \$12,500,000 up to \$17,500,000; and

(iii) Two percent (2%) of Gross Receipts, Net of Taxes, in excess of \$17,500,000.

Any percentage rental due for a partial Lease Year 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 6.02 "Gross Receipts" and "Gross Receipts, Net of Taxes," Defined.

(A) "Gross Receipts" for the purpose of Section 6.01 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 baseball games exhibited by Tenant in the Baseball Stadium and which remain after first deducting therefrom any tax or taxes as hereinafter defined; (ii) the profit or income of Tenant from any event exhibited solely by the Tenant in the Baseball Stadium or leased premises other than the Baseball Stadium and 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 areas 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 the Baseball Stadium or any part of the leased premises for any event exhibited by others than Tenant, including leasing of the Baseball Stadium or leased premises other than the Baseball Stadium to The American League of Professional Baseball Clubs or Major League Baseball for playoff, league championship or World Series 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; and (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 stadium club concession sales) 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 the Baseball Stadium, [except and excluding amounts received from (a) the sale of programs, yearbooks and other club publications and advertising space or rights in respect to such programs, yearbooks and other club publications, (b) any sale or lease of rights to private suites (other than admission tickets for private suite seats), and (c) the sale of stadium club memberships and the sales of food, beverages and other items from the stadium club], remaining 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.

(B) Gross Receipts shall not include any amounts received by Tenant (either directly or as a member of the American League) by virtue of the broadcast, rebroadcast, reproduction, transmission or dissemination by radio, television (including pay television as hereinafter defined), telegraph, telephone, or other method of reproduction, transmission, communication, or exhibition of or from

all games or events held, exhibited or played within the leased premises or any games played elsewhere as set forth in Section 7.03 below nor any revenues from advertising as set forth in Subsection 14.01(E) below.

(C) "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.

(D) For purposes of Subsection 6.02(A) (ii) above, non-professional baseball games and other events exhibited solely by Tenant shall include non-professional baseball games and other events exhibited solely by: (i) subsidiary corporations controlled by 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.

(E) The term "pay television" for purposes of this Article shall mean any method of transmitting live or taped delayed television signals of events by Tenant or others at the leased premises in connection with which a charge is made to the receiver or viewer for the reception of signals in a final usable form. Pay television shall include, without limitation of the generality of the foregoing, live telecasts in theatres to which viewers pay an admission charge, cable and CATV systems, and metered, subscriber or so-called "pay-as-you-see," "pay per view" or similar types of home television.

Section 6.03 Tenant's Records.

Tenant shall keep adequate books and records in accordance with sound accounting principles which will correctly reflect Gross Receipts and all books and records supporting Tenant's computation of Gross Receipts and said books and records shall be subject to audit or inspection at any reasonable time by the County Auditor

or any reputable certified public accountant designated by the County or the Landlord. This right of audit or examination shall not, however, extend to any unrelated books and records of Tenant.

It is understood and agreed that the audit or inspection by the County Auditor or other reputable certified public accountant as aforesaid is for the purpose of verifying percentage rent due the Landlord and the audit and verification does not make said computation of Gross Receipts nor said books and records a public record of the County or the Landlord provided, however, that a report by the Tenant to the Landlord detailing Gross Receipts for purposes of computing the amount of rent due the Landlord, certified by a certified public accountant, shall be a public record.

Section 6.04 Interest on Late Payments.

Subject only to the provisions of Article XXVII (Default) hereof, in the event the Tenant should fail to make any of the payments of 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 and the Tenant agrees to pay the same with interest thereon at the rate of ten percent (10%) per annum until paid.

ARTICLE VII

TENANT'S RIGHT TO USE

Section 7.01 Right to Use for Any Lawful Purposes.

Except as limited by Article XV (Conflicts and Arbitration), which requires the Tenant to cooperate with the Co-tenant in Tenant's usage of the common areas of the Sports Complex, 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 7.02 Tenant Covenants to Play Games in Baseball Stadium.

Unless consented to in writing by the Landlord (which consent will not unreasonably be withheld or delayed), Tenant shall during the term of this Lease, except as otherwise provided herein (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

provided, Tenant always plays its home opening series in the stadium, but it may play any of the next eight scheduled home games in a facility other than the stadium. Tenant agrees to play or conduct games at the stadium which involve it as a participant in divisional championships or play-offs or in the World Series, except in the event the American League Schedule or rules affecting divisional championships or World Series require Tenant to conduct its games at places other than the baseball stadium. Tenant acknowledges that an economic impact study commissioned by the Landlord and jointly prepared by the firm of Mayer Hoffman & McCann and the Mid-America Regional Council fairly and accurately reflects the financial benefit which the Tenant and its Co-tenant bestow upon Metropolitan Kansas City, Missouri. The Tenant further acknowledges and agrees that any transfer of its professional franchise to a location other than the Baseball Stadium during the term of this Lease would cause a loss of said economic advantage, as well as the loss of many other intangible benefits conferred by the Tenant and which are incapable of calculation, and, therefore, said relocation would result in irreparable harm to the Landlord. The Tenant therefore covenants that it shall not enter into any contract or agreement of any kind to transfer the Tenant's franchise to a location other than the Baseball Stadium; that it shall not make formal application to the American League for approval to transfer the Tenant's franchise to a location other than the Baseball Stadium; and, subject only to the provisions of Section 27.02, the Tenant shall from and after the date hereof and until the expiration of this Lease, play all of its regular season and post-season home games at the Baseball Stadium. Landlord and Tenant hereby agree that this covenant to play its "home" games in the Baseball Stadium is a material part of this Lease which may be enforced by the Landlord by specific performance.

Section 7.03 Tenant's Right to Broadcast.

Tenant shall have the exclusive right to broadcast, re-broadcast, reproduce, transmit or disseminate by radio, television, telephone, microwave or other method of reproduction, transmission, communication, or exhibition of all or any part of the events held, exhibited, or played within the leased premises. The Landlord will not share in the Tenant's receipts from such broadcasts or from the exercise or sale or lease of any such rights, including revenue from any advertising related or connected therewith and revenue from any league wide sharing plan with respect to such broadcast or advertising rights.

Section 7.04 Prices for Tickets, Parking and Concessions.

Prices charged by the Tenant or its concessionaires for tickets, parking and concessions to its events (excluding events of others to whom Tenant has leased the Baseball Stadium or leased

premises) will conform generally to, and be competitive with, prices charged in other cities having a professional baseball franchise similar to that owned by the Tenant and operating under similar circumstances.

Section 7.05 Reservations by Landlord.

The Landlord reserves the right of reasonable access on and across: The 20-foot strip abutting the 59-acre tract to the east of the 59-acre tract; the access and circulation roadways abutting such 20-foot strip; and the access and circulation roadways abutting the 59-acre tract. The Landlord's right to use and access shall be consistent with the other provisions of this Lease.

Section 7.06 Jackson County Preference

It is understood and agreed that Tenant shall devise a fair and equitable plan whereby Tenant shall give priority seating privileges to Jackson County taxpayers for Tenant's professional baseball games, provided, however, such plan shall not deprive season ticket holders of the right to renew subscriptions to seats purchased prior to creation of the plan.

ARTICLE VIII

CIVIC AND CHARITABLE USE

Section 8.01 Civic and Charitable Use

Tenant in association with the Co-tenant agrees to cooperate with the Landlord and the County with regard to the use of the Leased Premises for civic and charitable purposes. The Tenant, the Co-tenant, the 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 or the Co-tenant; (3) any such use will not conflict in nature with any event or proposed use of the Leased Premises by the Tenant or the Co-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 baseball stadium 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 IX

UTILITIES

Section 9.01 Landlord to Provide All Sports Complex Utilities.

The Tenant, in cooperation with the Co-tenant, has previously, at the expense of the Tenant and the Co-tenant, installed such meters, in addition to those installed by Landlord during the construction of the Sports Complex, as are necessary to measure the consumption of water, electricity and gas used in connection with the operation and maintenance of the Sports Complex. Any new or additional meters at any time necessary to measure consumption of any utilities shall be installed at Landlord's expense. The Landlord shall bear the expense of and pay the costs and charges of all water, gas, electricity or other utilities consumed in the Sports Complex including, without limitation, those consumed or used in the Baseball Stadium, its immediate environs, and all utilities directly related to events in the Baseball Stadium.

ARTICLE X

CLEANING, MAINTENANCE AND REPAIR

Section 10.01 Cleaning by Landlord.

During the term of this Lease, as it may be extended, the Landlord, at its expense, shall be responsible for cleaning the entire Sports Complex including, without limitation, cleaning the

Baseball Stadium and its immediate environs at all times and the parking areas, circulation roadways, walkways and other grounds before and after each Baseball Stadium event or event on the leased premises other than in the Baseball Stadium exhibited by Tenant, its sublessees or licensees, or others.

Section 10.02 Maintenance and Repair by Landlord; Master Plan Implementation by Landlord.

(A) During the term of this Lease, as it may be extended, the Landlord, at its cost and expense, will maintain and be responsible for the ordinary repair of all of the Sports Complex including, without limitation, the Baseball Stadium its immediate environs, the Central Service Facility, the Stadium Plaza, all common areas, all parking areas, all landscaped areas, all trees and shrubs, all circulation roadways, all access roads, all gates and fences, all walkways, all grounds, all signs, 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.

(B) At all times during the term of this Lease, as it may be extended, Landlord, at its cost and expense, shall be responsible for maintaining, repairing and replacing when necessary all structural portions, parts, pieces or components of the Sports Complex, including, without limitation, the Baseball Stadium its immediate environs, and the Central Service Facility, which structural maintenance, repair and replacement responsibility shall extend to and include 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, failure or problem; artificial turf in the Baseball Stadium; scoreboards and matrixes and components thereof (whether or not initially installed by Landlord); 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; fences, fence posts and gates; parking lot and access road surface and curb repairs, resurfacing and the striping or painting thereof; Stadium, parking lot and access road lighting installations (including, without limitation, towers, poles, wires, conduits and bulbs in the Baseball Stadium and its immediate environs or bulbs in the Central Service Facility), the painting of all light towers and poles, any maintenance or replacement of any of the light towers (and parts thereof) in any of the circular

ramps of the Baseball Stadium; Baseball Stadium sound systems; garbage collection, compaction and disposal systems; turnstiles; elevators; escalators; any items contained in the Master Plan; any landscape items, shrubs and trees whether located in the common areas or in the immediate environs of the Baseball Stadium; and any items similar to any of the foregoing at any time constructed or erected or placed on or in the leased premises or the Sports Complex, 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 structural maintenance, repair or replacement arises exclusively as a result of the sole negligent acts or omissions of Tenant, its agents or employees (but not its invitees, sublessees or licensees), such repair and replacement shall be at Tenant's cost and expense. For all purposes of this Lease, "structural" maintenance, repair or replacement is not intended to be limited to weight bearing members or components but is used to distinguish certain maintenance, repairs and replacements which are the obligation of Landlord in all events from certain ordinary maintenance and repairs which are the responsibility of the Manager in the Management Contract described in Section 11.01 below during the term of such Management Contract.

(C) At all times during the term of this Lease, as it may be extended, Landlord shall make any and all repairs, additions or modifications to the Sports Complex, including the Baseball Stadium, its immediate environs and the Central Service Facility, at any time required by (i) applicable laws, statutes, regulations or orders of any governmental authority or (ii) the Constitution, By-laws, rules and regulations or other directives or orders of The American League of Professional Baseball Clubs or Major League Baseball in connection with the playing of professional baseball games, provided that if the cost of any repairs, additions, or modifications required under this subparagraph (C)(ii) shall exceed \$50,000.00, such expenditure shall be taken into account in reestablishing priorities in the next scheduled meeting to evaluate and update the Master Plan.

(D) As required by Section 3.03 above, Landlord, at its cost and expense, shall be responsible for implementing the repairs, replacements and improvements described in the Master Plan on or before the time(s) therein set forth, as it may be amended from time to time.

ARTICLE XI

MANAGEMENT CONTRACT

Section 11.01 Management Contract.

Contemporaneously with the execution of this Lease, Landlord and Tenant shall enter into a Management Contract substantially in the form of Exhibit H attached hereto. Landlord and Tenant acknowledge that the execution of and performance by the parties under the Management Contract and this Lease are interdependent one upon the other and that Tenant would not have entered into this Lease but for the execution of and performance by the parties under the Management Contract.

ARTICLE XII

ENVIRONMENTAL MATTERS

Section 12.01 Environmental Matters.

(A) As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive or corrosive and/or that is regulated by any local government, the State of Missouri, or the United States Government and includes any and all materials or substances that are defined as "hazardous waste," "extremely hazardous waste," "infectious waste," or a "hazardous substance" pursuant to any state, federal or local governmental law including asbestos and petroleum products.

(B) 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.

(C) 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 term of this Lease, as may be extended, 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 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.

(D) Without limiting anything in (C) 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 applicable laws, statutes, ordinances or regulations now or hereafter enacted (including, without limitation, any temporary, emergency or final regulations of the U.S. Environmental Protection Agency promulgated under Subtitle I of the Resource Conservation and Recovery Act) 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 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.

ARTICLE XIII

USER TAXES; RENT ABATEMENT

Section 13.01 No User Taxes.

No user or ticket or service tax or any other tax of comparable nature will be imposed by the County or the Landlord, unless mutually agreed upon by the parties to this Lease.

Section 13.02 Rent Abatement for Taxes.

In the event that (i) the property interest of the Tenant in the leasehold estate hereby created is assessed for tax purposes and becomes subject to tax levies by any taxing authority within the State of Missouri, or (ii) any user, ticket or service tax or any other tax of comparable nature is imposed by the County, Landlord, the City of Kansas City, Missouri, or any other taxing authority within the State of Missouri, then the annual percentage rentals due hereunder shall be abated in an amount equal to such taxes, but such abatement shall not be greater in any year than one-half of the annual percentage rental for each year that such tax is assessed and levied during the term of this Lease. In the event that any such abatement is not immediately effective, any unused portion of such abatement shall be carried forward, bearing no interest, and be available to the Tenant as a credit against any rent thereafter due under this Lease. It is understood that if such assessments are made and such taxes are imposed, on the Tenant's leasehold interest or otherwise, the Landlord will cooperate with the Tenant in seeking to have such assessments rescinded and such taxes abated. Provided, however, that the foregoing shall not apply to any income, profit, franchise, sales, use, gift, inheritance, estate, succession or transfer tax or any personal property tax on Tenant's personal property in or upon the Sports Complex.

ARTICLE XIV

ADVERTISING AND SIGNS

Section 14.01 Advertising and Signs.

(A) 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 the

Baseball Stadium, and its immediate environs, 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.

(B) The Tenant and/or its concessionaire or concessionaires may, in the Baseball 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.

(C) The Tenant shall have the right to construct and sell advertising on "Events Announcement Signs" on the leased premises and on the 59-acre tract, the land between the leased premises and Raytown Road and other land owned by the County, which may be of such size and at such locations that the wording thereon is readable from the roads and highways bordering the leased premises. The Tenant shall provide the Landlord at least thirty (30) days in advance of the construction of any said "Events Announcement Signs" information concerning the location, size and type of construction for said "Events Announcement Signs" and the Landlord shall have fifteen (15) days in which to approve the location, size and type of construction, which approval shall not be unreasonably withheld or delayed. The Landlord shall have no right to approval of any advertising on said "Events Announcement Signs" during the term of this Lease or any extension thereof.

(D) In addition to the provisions hereinabove set forth, Tenant shall have the right to place other advertising on the leased premises other than the Baseball Stadium and its immediate environs, subject to the written approval of the Co-tenant and of the Landlord.

(E) The 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 VI.

ARTICLE XV

CONFLICTS AND ARBITRATION

Section 15.01 Cooperation with Co-tenant.

The Tenant will, at all times during the term hereof, as it may be extended, exert its best efforts to occupy the Sports Complex jointly with the Co-tenant harmoniously and in a spirit of mutual cooperation. The Tenant acknowledges that the physical proximity of the Sports Complex Football and Baseball Stadiums and the necessity for joint usage of certain facilities of the Sports Complex require the Tenant and the Co-tenant to negotiate any differences which may arise and to resolve any disputes among themselves as quickly and fairly as possible. Under no circumstances will the Tenant be entitled to withhold, delay or divert percentage rental payments due the Landlord on the grounds of a dispute with the Co-tenant or a loss related to such a dispute.

Section 15.02 Arbitration.

In the event of a dispute between the Tenant and the Co-tenant which cannot be resolved by the two parties thereto after good faith efforts to discuss and negotiate with respect to the disputed issue, such dispute will be resolved by arbitration. Either of the parties desiring such arbitration shall give notice to that effect to the other party specifying in said notice the nature of the dispute and the name and address of the person designated to act as an arbitrator on behalf of the party initiating the arbitration. Within seven (7) days after receipt of such notice, the replying party shall give written notice to the initiating party of the name and address of the arbitrator to act on behalf of the replying party. Such arbitrators shall not be officers, agents or employees of the party selecting them. The two (2) arbitrators so appointed shall within ten (10) days after the selection of the second (2nd) of the two (2) arbitrators select a third (3rd) arbitrator who shall act as chairman. This three (3) member board of arbitration shall meet as expeditiously as possible and both parties shall have an opportunity to present such written and oral evidence as may bear upon the matter in question and to present their arguments with respect to the dispute. Following such hearing or hearings the board of arbitration shall make its decision in writing resolving the dispute which shall be adopted by no less than two (2) of the three (3) members of the board of arbitration. This decision shall be binding and conclusive upon the parties to the dispute. Each party shall pay the fees and expenses of the arbitrator selected by it and the fees and expenses

of the third (3rd) arbitrator shall be borne equally by the parties.

ARTICLE XVI

STADIUM SECURITY

Section 16.01 Stadium Security.

(A) During the term of this Lease, as it may be extended, the Landlord, at its expense, will 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 of the Sports Complex and all its facilities.

(B) In addition, during the term of this Lease, as it may be extended, the Landlord will provide at its expense, such event day security personnel as are necessary and reasonable. It is understood that nothing in this Lease will relieve the County and Kansas City, Missouri, from any responsibility they may otherwise have to provide necessary law enforcement officers, at no additional cost to the Landlord or Tenant, for security purposes within the Baseball Stadium, parking or other Sports Complex areas, or to provide the necessary officers required for traffic control and direction, during the times the Baseball Stadium is in use for events scheduled by the Tenant, its licensees or sublessees. The Tenant agrees to admit to any event exhibited by it, free of charge but without seat assignment, all officers assigned by the County and Kansas City, Missouri, to the Baseball Stadium for security, safety, traffic control or other related purposes.

ARTICLE XVII

INSURANCE

Section 17.01 Landlord to Provide Casualty Insurance on Baseball Stadium.

At all times throughout the term of this Lease, as it may be extended, Landlord, 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 Sports Complex including the Baseball Stadium structure, the playing field and scoreboards, 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, against loss or damage by or from the following risks or perils: (a) fire, lightning, windstorm, hail, explosion, collapse, earthquake, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, and any such other risks or perils as may at the time of the purchase or expiration of any policy purchased hereunder be covered by the broad form extended coverage endorsement or "all risk" policies then in general use in Kansas City, Missouri; (b) explosion and/or any sudden or accidental breakdown necessitating repair or replacement of such of the following equipment as may be in the Sports Complex: steam boilers, steam pipes, steam engines and other steam pressure vessels, and the electrical and lighting systems, including transformers and miscellaneous electrical apparatus (except that during any period when any of the equipment covered by such insurance is not in use and is shut down such insurance may be suspended with respect to such equipment not in use); (c) operation, malfunctioning or leakage of any automatic sprinkler system; (d) vandalism and malicious mischief (which may have a \$1,000 deductible); (e) war damage insurance during any period or periods when war damage insurance is obtainable from the United States Government or any of its agencies or a corporation formed by the United States Government; and (f) if any of such property is ever designated as a flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, the risk or peril of flood. Such insurance: shall be in an amount equal to the full replacement cost of all improvements located within the Sports Complex including the Baseball Stadium structure and the other improvements described above and the estimated value of the personal property therein belonging to the County and the Landlord; must be sufficient at all times to prevent the application of any co-insurance provisions; and shall have no deductibles except as set forth above. The Landlord shall be deemed self-insuring any deductible amounts and the same shall not relieve Landlord from its obligations hereunder with respect thereto.

Section 17.02 Landlord Shall Provide Business Interruption Insurance.

Landlord shall, throughout the term of this Lease, as it may be extended, insure basic annual rental against loss from "business interruption" caused by damage to or destruction of the Baseball Stadium by perils which may be insured against as the quoted term is used in the form of business interruption endorsement in general use in Kansas City, Missouri. 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, and Tenant shall be named as an additional insured under such coverage.

Section 17.03 Waiver of Subrogation.

(A) The insurance policies required to be obtained and maintained by Landlord under the foregoing Sections shall each contain a provision that any right of subrogation which the insurance company may have against the Tenant, its shareholders, directors, officers, agents, employees, subcontractors, concessionaires, and any joint operating company, partnership, or venture formed by the Tenant and the Co-tenant, is waived. The Landlord and the County hereby waive any claim of liability against Tenant, its shareholders, directors, officers, agents, employees, subcontractors, concessionaires, and any joint operating company, partnership or venture formed by the Tenant and the Co-tenant, for loss, injury or damage to property which should be or is within the coverage of the foregoing insurance policies.

(B) As to any physical damage insurance carried by the Tenant with respect to property owned by it and located at the Sports Complex, each insurance policy shall contain a provision that any right of subrogation which the insurance company may have against the Landlord or the County, their respective members, officers, agents, employees and subcontractors, is waived. The Tenant hereby waives any claim of liability against Landlord or the County for loss, injury or damage to property owned by it and located at the Sports Complex which is within the coverage of such insurance.

Section 17.04 Landlord to Provide Liability Insurance and Other Insurance.

(A) At all times during the term of this Lease, as it may be extended, the Landlord shall obtain and maintain in full force and effect, at Landlord's cost and expense, the following insurance coverages:

(i) Comprehensive general public liability insurance, including premises, operations and products liability, under which the Landlord, the County and the Tenant are named as insureds and under which the insurer agrees to defend and indemnify such insureds and hold them harmless from and against all cost, loss, damages, expense, liability and claims therefor arising out of, based upon, or resulting from any acts or omissions of the County, the Landlord or the Tenant or any employee, agent, licensee or concessionaire of any of them in or with respect to the operation, occupancy, maintenance or use of the Baseball Stadium (including the stadium club, suites and concession facilities) and its immediate environs, and any other areas of the Sports Complex used jointly by the Tenant and the Co-tenant, including any and all accidents, injuries and damages of any kind whatsoever to any person or any property howsoever occurring and claimed to have been suffered therein. The minimum limits of liability of such

