

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a First Amendment to the Tax Credit Agreement with the Missouri Development Finance Board, the Jackson County Sports Complex Authority, and the Kansas City Chiefs Football Club, Inc., concerning improvements to Arrowhead Stadium at the Harry S Truman Sports Complex and additional related facilities.

RESOLUTION #16801, January 20, 2009

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, by Resolution 15797, dated February 21, 2006, the Legislature did authorize the County Executive to approve, on behalf of the County, new 25-year subleases for Arrowhead and Kauffman Stadiums at the County's Harry S Truman Sports Complex between the Jackson County Sports Complex Authority and the Kansas City Chiefs Football Club, Inc., and the Authority and the Kansas City Royals Baseball Corporation; and,

WHEREAS, by Ordinance 3789, dated July 10, 2006, the Legislature did authorize the issuance of \$450,000,000 principal amount of special obligation bonds, the proceeds of the sale of which are to be used to partially fund stadium improvements required by the new 25-year subleases; and,

WHEREAS, a substantial portion of the remaining costs of the improvements is to come from the issuance of state tax credits made available by the Missouri Development Finance Board; and,

WHEREAS, by Resolution 16035, dated October 2, 2006, the Legislature did authorize the execution of Tax Credit Agreements with the Authority, Board and Teams, to govern the issuance of the required tax credits; and,

WHEREAS, since the initial issuance, the Chiefs have proposed an expansion of the scope of the project at Arrowhead Stadium and related facilities, so as to justify the issuance of additional tax credits; and,

WHEREAS, in connection with the issuance of these additional credits, the Authority, Board, and Chiefs have negotiated the attached First Amendment to Tax Credit Agreement which set out the rights and obligations of the parties to this transaction; and,

WHEREAS, the execution of this First Amendment to Tax Credit Agreement is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached First Amendment to Tax Credit Agreement with the Missouri Development Finance Board, Jackson County Sports Complex Authority, and the Kansas City Chiefs Football Club, Inc., and any and other related documents necessary to give full effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jeff D. Heller
Chief Deputy County Counselor

Mama Jones
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16801 of January 20, 2009 was duly passed on January 20, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0

Abstaining 0 Absent 1

1-21-09
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

**FIRST AMENDMENT
TO
TAX CREDIT AGREEMENT**

(Arrowhead Stadium)

THIS FIRST AMENDMENT TO TAX CREDIT AGREEMENT (this "Amendment") is made and entered into as of January 7, 2009, by and among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic of the State of Missouri (the "Board"), the **JACKSON COUNTY SPORTS COMPLEX AUTHORITY**, a body corporate and politic and a political subdivision of the State of Missouri (the "Landlord"), **JACKSON COUNTY, MISSOURI**, a political subdivision of the State of Missouri (the "County"), and the **KANSAS CITY CHIEFS FOOTBALL CLUB, INC.**, a Texas corporation duly authorized to do business in the State of Missouri (the "Tenant").

RECITALS:

A. Section 100.286.6 of the Revised Statutes of Missouri (the "Tax Credit Statute") provides that any taxpayer shall be entitled to a tax credit against any tax otherwise due under the provisions of Chapter 143, R.S.Mo., excluding withholding tax imposed by Sections 143.191 to 143.261, R.S.Mo., Chapter 147, R.S.Mo., or Chapter 148, R.S.Mo., in the amount of fifty percent (50%) of any amount contributed in money or property by the taxpayer to the development and reserve fund, the infrastructure development fund or the export finance fund during the taxpayer's tax year.

B. The Board, the Landlord, the County and the Tenant previously made and entered into that certain Tax Credit Agreement dated as of October 12, 2006 (the "Agreement"), pursuant to which, upon the County's and the Landlord's request, the Board agreed to accept certain Contributions and issue or award certain Tax Credits as set forth in the Agreement for the purpose of paying a portion of the costs of the Project described therein. In connection therewith, the Board obtained the joint agreement of the Commissioner of Administration, the Director of the Department of Economic Development and the Director of the Department of Revenue to permit the issuance of the Tax Credits described in the Agreement. As set forth in the Agreement, the Board approved the acceptance of Contributions in specified amounts and in specified fiscal years in an aggregate amount not to exceed Seventy Five Million Dollars (\$75,000,000) and Maximum Tax Credits not to exceed Thirty Seven Million Five Hundred Thousand Dollars (\$37,500,000).

C. The Landlord has requested that the Board accept Additional Contributions from the Tenant pursuant to the Tax Credit Statute and make the proceeds of such Additional Contributions available to the Landlord for the purpose of paying all or a portion of the costs of the additional projects described on **Exhibit A** attached hereto (the "Additional Projects"). In connection therewith, the Tenant has agreed to use and apply the net proceeds from the sale of the Additional Tax Credits in accordance with the provisions of Section 3 of this Amendment.

D. At a meeting of the Board duly called and held in Jefferson City, Missouri, on December 16, 2008, the Landlord made an oral presentation and the Tenant made oral and written presentations to the Board concerning the Additional Projects and the Tenant's use of the net proceeds from the sale of the proposed Additional Tax Credits.

E. At such meeting, the Board approved the acceptance of the Additional Contributions and the issuance of the Additional Tax Credits, subject to obtaining the joint agreement of the Commissioner of Administration, the Director of the Department of Economic Development and the Director of the Department of Revenue to permit the issuance of the Additional Tax Credits described in this Amendment.

F. The Board, the County, the Landlord and the Tenant desire to enter into this Amendment for the purpose of setting forth the terms and conditions pursuant to which: (i) the Board will accept the Additional Contributions, deposit such Additional Contributions into the infrastructure development fund, and transfer the proceeds thereof to the Landlord for further transfer to or for the benefit of the Tenant in implementing the

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MARY JO SPINO

Additional Projects; and (ii) the Tenant will use and apply the net proceeds from the sale of the Additional Tax Credits as set forth in Section 3 below, all subject to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, the Board, the County, the Landlord and the Tenant covenant and agree as follows:

Section 1. Definitions. All capitalized terms used in this Amendment which are defined in the Agreement shall have the meanings ascribed to them therein. In addition, all terms defined in this Amendment, including the Recitals hereto, shall have the meanings ascribed to them herein and the following terms shall have the following meanings:

“Additional Contributions” means any Contribution received by the Board pursuant to and in accordance with this Amendment and which is not a Contribution under the Agreement.

“Additional Projects” means the new or expanded scope projects described on **Exhibit A** attached to this Amendment.

“Additional Tax Credits” means the tax credits issued by the Board in accordance with the Tax Credit Statute and this Amendment in consideration of the Additional Contributions.

“Additional Tax Credit Proceeds Disbursement Account” means the account set forth in Section 3 of this Amendment.

“Bond Trust Indenture” means that certain Trust Indenture dated as of August 1, 2006, between the County and Wells Fargo Bank, N.A., as Trustee, relating to the County’s Special Obligation Bonds (Harry S. Truman Sports Complex Project) Series 2006.

“Letter of Intent” means that certain letter of intent between Missouri Western State University and the Tenant dated December 18, 2008, attached hereto as **Exhibit D**.

“MWSU” means Missouri Western State University located in St. Joseph, Missouri.

“Project Non-Bond Proceeds Subaccount” means the Non-Bond Proceeds Subaccount of the Chiefs’ Account of the Project Fund established under and pursuant to the Bond Trust Indenture.

“RMMO Non-Bond Proceeds Subaccount” means the Non-Bond Proceeds Subaccount of the Chiefs’ Account of the Repair, Maintenance, Management and Operations Fund established under and pursuant to the Bond Trust Indenture.

“Sports Complex” means the Harry S. Truman Sports Complex located in Kansas City, Missouri, which is owned by the County.

“Training Camp” means the annual summer period preceding each of the Tenant’s professional football seasons during which it prepares therefor as described in the Letter of Intent and the Training Camp Agreement.

“Training Camp Agreement” means the final agreement between MWSU and the Tenant based upon the Letter of Intent.

Section 2. Representations of the Board, the Landlord and the Tenant. The Board, the Landlord and the Tenant hereby represent as follows:

(a) the Tenant’s proposed use of the net proceeds from the sale of the Additional Tax Credits will significantly benefit the County and the State of Missouri by: (i) enhancing tourism in the County and

the State of Missouri; (ii) creating and retaining temporary and permanent jobs; (iii) retaining existing jobs; (iv) increasing local and state tax revenues; and (v) extending the useful life of public facilities owned and operated by the County and other political subdivisions of the State of Missouri;

(b) based upon the economic development study provided to the Board by the Landlord and the Tenant, the benefits to be derived by the State of Missouri from the Additional Projects and relocating the Training Camp to Missouri are projected to exceed the costs to the State of executing this Amendment; and

(c) the Board's approval of the Additional Tax Credits is a material precondition to the completion of the Additional Projects and moving the Training Camp to Missouri.

Section 3. **New Section 3.1A.** Article III of the Agreement is hereby amended by inserting the following new Section 3.1.A. therein:

Section 3.1.A. Agreement to Accept Additional Contributions and Issue Additional Tax Credits. *Subject to the requirements set forth herein, the Board hereby agrees to: accept the Additional Contributions from Donors in a maximum aggregate amount of Fifty Million Dollars (\$50,000,000) (the "Maximum Additional Contributions"), resulting in the issuance of Additional Tax Credits in the maximum amount of Twenty-Five Million Dollars (\$25,000,000) (the "Maximum Additional Tax Credits"); to deposit such Additional Contributions into the Board's infrastructure development fund; and to issue such Donor's Additional Tax Credits in an amount equal to fifty percent (50%) of the amount of such Additional Contributions. Notwithstanding that the Maximum Additional Tax Credits available hereunder equals Twenty-Five Million Dollars (\$25,000,000), the Landlord and the Tenant agree that the issuance of the Maximum Additional Tax Credits shall be limited as follows (each a "Maximum Additional Contribution"):*

Contribution Period	Maximum Additional Contributions	Maximum Annual Additional Tax Credits	Cumulative Maximum Additional Credits
<i>Beginning July 1, 2009 through and including June 30, 2010</i>	\$25,000,000	\$12,500,000	\$12,500,000
<i>Beginning July 1, 2010 through and including June 30, 2011</i>	\$25,000,000	\$12,500,000	\$25,000,000

The amount of each Additional Contribution shall be determined as provided in the Tax Credit Statute and as provided in Section 3.5 below. Any portion of such Annual Maximum Amount for which no Additional Contributions have been received shall be forfeited effective midnight on each such June 30th of the year set forth above. This paragraph shall not restrict the owner of any Additional Tax Credit from utilizing the benefits of the carry forward provisions contained in the Tax Credit Statute.

All Additional Contributions received by the Board shall be deposited by it immediately into the Board Project Account. The amount of such Additional Contributions shall be maintained by the Board on its books and records. Promptly upon, and in no event later than ten (10) calendar days after, receipt of the Additional Contributions, the Board shall, after deducting its fee, transfer the Additional Contributions to the Project Non-Bond Proceeds Subaccount pursuant to wire transfer instructions provided to the Board

by the Bond Trustee. Interest on amounts in the Project Non-Bond Proceeds Subaccount shall be deposited in the Investment Earnings Subaccount of the Chiefs' Account of the Project Fund and be disbursed for payment of approved costs of the Additional Projects and shall not be remitted to the Board. Disbursements from the Project Non-Bond Proceeds Subaccount shall be in accordance with the provisions set forth in Section 4.2 below and the Bond Trust Indenture.

In consideration of the receipt of the Additional Tax Credits, the Tenant agrees to the funding, using the net proceeds of the Additional Tax Credits or Additional Contributions, of the items listed in lines "B" through "P" on Exhibit C."

Section 4. **New Section 3.7.A.** Article III of the Agreement is hereby amended by inserting therein the following new Section 3.7.A.:

"Section 3.7.A. Sale of Additional Tax Credits and Application of Proceeds. As soon as possible after the Board issues Additional Tax Credits, but in no event later than fifteen (15) days after each issuance, at its cost, the County shall arrange for the marketing and sale of the Additional Tax Credits. Proceeds from each sale of Additional Tax Credits shall be deposited into the "Additional Tax Credit Proceeds Disbursement Account" described below and disbursed as set forth herein.

The County agrees with the Tenant that it shall arrange for the sale of the Additional Tax Credits. The County agrees to obtain the best price obtainable in the market, but in no event shall such price be less than eighty-six cents (86¢) per dollar. All costs related to such sale shall be the responsibility of the County or the purchaser, but in no event shall such costs reduce the net sale proceeds below eighty-six cents (86¢). The County shall promptly disclose in writing to the Board and the Tenant the sale price of the Additional Tax Credits. The County indemnifies the Tenant from and against any and all loss relating to the sale of the Additional Tax Credits. The Tenant agrees that "loss" shall not include any discount afforded to any purchaser of the Additional Tax Credits and that the Tenant will make no claim as a result of such discount.

The Landlord shall establish an account with Wells Fargo Bank, N.A. (the "Additional Tax Credit Proceeds Disbursement Account") into which the proceeds from each sale of Additional Tax Credits shall be deposited. Such account shall not be (nor deemed to be) an account established under, pursuant to or controlled by the Bond Trust Indenture. However, such account shall be an interest bearing account with funds on deposit invested in investments permitted under the Bond Trust Indenture and accruing interest, such interest to be credited and deposited into the Additional Tax Credit Proceeds Disbursement Account. Upon receipt by it of an executed Disbursement Request substantially in the form of Exhibit B attached hereto from the Tenant, the Landlord shall cause such bank to disburse from the Additional Tax Credit Proceeds Disbursement Account the amounts requested therein either to (i) the RMMO Non-Bond Proceeds Subaccount for purposes of paying all or any portion of costs relating to the common areas projects or other projects described on Exhibit C attached hereto or (ii) to the Tenant to enable it to pay portions of the costs for the Tenant to move or return its annual professional football training camp to the State of Missouri in accordance with the provisions of Subsection 5.8.(e) below, as determined by the Tenant from time to time. All fees or other charges of such bank in connection with the establishment and maintenance of the Additional Tax Credit Proceeds Disbursement Account may be charged by said bank directly to such account or paid directly by the Tenant. The Landlord shall cause such bank to provide monthly reports of the status of such account to both the Landlord and the Tenant.

The Landlord and the County agree that, notwithstanding anything contained in the Amended Lease or the Arrowhead Stadium Development Agreement to the contrary, the Tenant may use funds in the RMMO Non-Bond Proceeds Subaccount to pay for common areas projects which may be the responsibility of the Landlord thereunder."

Section 5. **New Subsections 5.8.(e) and (f).** Section 5.8 of the Agreement is hereby amended by inserting new Subsections 5.8.(e) and (f) as follows:

"(e) The Tenant shall cause its annual Training Camp (presently conducted each year at the University of Wisconsin at River Falls) to be returned to the State of Missouri when facilities therefor meeting the requirements of the Tenant are substantially completed and available for such purpose as provided in the Training Camp Agreement.

(f) In the event that MWSU shall fail or is unable or unwilling to meet its obligations pursuant to the Training Camp Agreement or is unable or unwilling to satisfy the contingencies and conditions precedent set forth therein and such failure, inability or unwillingness shall make it impossible or economically and financially impractical or undesirable for MWSU to construct the Training Camp facilities as provided in the Training Camp Agreement, and either MWSU or the Tenant terminates the same, the Tenant nonetheless covenants and agrees to move its annual Training Camp back to the State of Missouri at another location subject to the following conditions and requirements (1) the Tenant shall certify to the Board following completion of the move to another location that it has expended at least the Chiefs' Public Investment as defined below, (2) the facilities to be constructed, modified or renovated at the alternate location shall be either (i) owned by a state university and available for use by the students of such university when not being used by the Tenant for its Training Camp or (ii) located at a political subdivision (other than the Sports Complex) and available for use by the public, and (3) the Tenant shall enter into an amendment to this Agreement covenanting to keep the Training Camp at such alternate location in the State of Missouri for the same period as provided in the Training Camp Agreement, the execution of which amendment the parties shall not unreasonably delay or withhold.

Should the Tenant not relocate the Training Camp to a state university or political subdivision in Missouri for the 2010, 2011 or 2012 summer Training Camps, the Tenant may either continue to hold Training Camps at the University of Wisconsin at River Falls or another location or temporarily relocate to the Sports Complex for the 2010, 2011 or 2012 summer Training Camps.

If on or before December 31, 2012, the Tenant is unable to secure an alternative arrangement for construction of a Training Camp facility at a state university or political subdivision in Missouri, other than the Sports Complex, the Tenant may request that the Board approve the relocation of the Training Camp to the Sports Complex. The Board's consent shall not be unreasonably delayed or withheld. Any approval shall be subject to the requirement that the Tenant invest in the Sports Complex an amount at least equal to Ten Million Dollars (\$10,000,000) less the full amount of the Board's fees on the aggregate amount of all Additional Contributions made by the Tenant (the "Chiefs' Public Investment") and any amounts previously contributed by the Tenant to MWSU or at any alternate location and agree to provide the Board with an accounting of enhancements necessary to convert the Sports Complex facilities into a summer Training Camp.

In the event that the Tenant shall fail to invest in Training Camp facilities in a state university or political subdivision in Missouri or, with the Board's approval as set forth above, the Sports Complex, on or before December 31, 2012, the Tenant shall pay to the Board an amount equal to the Chiefs' Public Investment, provided, however, such

amount shall be reduced by any tax credits surrendered to the Board and any amounts previously contributed by the Tenant to MWSU or at an alternate location.

In the event that the Tenant shall relocate the Training Camp to the State of Missouri pursuant to the Training Camp Agreement or as otherwise provided in this Section but shall then move the Training Camp location to a site outside the State of Missouri during the five (5)-year period which the Tenant is obligated to maintain the Training Camp in Missouri, and such failure shall not be the result of a failure by MWSU, another state university, political subdivision or the Landlord of the Sports Complex, as applicable, the Tenant shall pay to the Board an amount equal to the Chiefs' Public Investment less and reduced by all amounts contributed or paid by the Tenant to MWSU or expended by the Tenant for construction, modification or renovation of the Training Camp facilities at an alternate location in the State of Missouri.

Funds and monies from the Additional Tax Credit Proceeds Disbursement Account may be used by the Tenant for the payment of all or a portion of the costs of the facilities to be constructed, installed, renovated or changed for the purpose of moving the Tenant's Training Camp back to the State of Missouri pursuant to disbursement requests made by the Tenant from time to time as set forth in Section 3.7.A. above. Any funds left in the Additional Tax Credit Proceeds Disbursement Account following the sale of all Additional Tax Credits, the Tenant's payment of amounts necessary for the move of its Training Camp back to the State of Missouri and previous transfers to the RMMO Non-Bond Proceeds Subaccount requested by the Tenant as set forth in Section 3.7.A above., shall be disbursed to the RMMO Non-Bond Proceeds Subaccount at the request of the Tenant and thereafter the Additional Tax Credit Proceeds Disbursement Account shall be closed."

Section 6. **Conditions to Effectiveness.** This Agreement shall become effective upon delivery to the Board of a signed copy of the Training Camp Agreement.

Section 7. **Ratification.** As amended and modified by the provisions of this Amendment, the parties hereby ratify and confirm the provisions of the Agreement. In the event of any conflict between the provisions of this Amendment and those contained in the Agreement, the provisions of this Amendment shall control with respect to all matters pertaining to the Additional Tax Credits and the Additional Contributions but with the Agreement controlling all matters pertaining to the original Tax Credits and the original Contributions described therein.


Section 8. **Severability.** If any provision of this Amendment shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever unless the effect thereof shall materially impair the ability of the Board to issue the Additional Tax Credits hereunder in which event any party may terminate this Amendment by written notice to the others.

Section 9. **Execution and Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

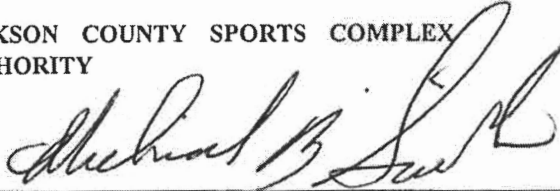
Section 10. **Governing Law.** This Amendment shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Missouri.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be signed in its respective name and behalf by its duly authorized officers, all as of the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By: 
Robert V. Miserez, Executive Director

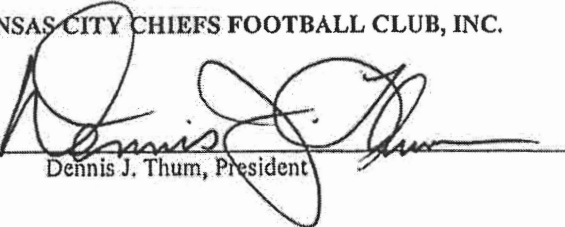
**JACKSON COUNTY SPORTS COMPLEX
AUTHORITY**

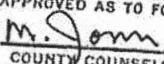
By: 
Michael Smith, Chairman

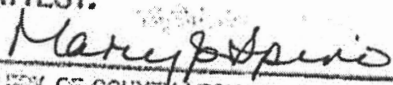
JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders, County Executive

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

By: 
Dennis J. Thum, President

APPROVED AS TO FORM

COUNTY COUNSELOR

ATTEST:

CLERK OF COUNTY LEGISLATURE

**EXHIBIT A
TO
FIRST AMENDMENT
TO
TAX CREDIT AGREEMENT**

(Arrowhead Stadium)

ADDITIONAL PROJECTS

In addition to the original lease project requirements (listed below), the Kansas City Chiefs, through the Hunt family investment of \$50 Million, have added both projects and scope to the Arrowhead complex.

Original Project Commitment

- Expanded concourses
- Fixed concessions increased by 100
- Increase toilet fixtures (230 women, 200 men)
- Increase utility to support expansion
- Replace and operate HVAC/plumbing/electrical
- Replace phones/fire alarms/security
- Improve disabled access with eight elevators
- Upgrade sound system
- Replace scoreboards with state-of-the-art systems
- Upgrade way-finding
- Enclose a conditioned space on the club level
- Relocate and add new suites
- Construct new plaza level ticket windows
- New press and broadcast facilities

Additional Planned Projects and Expanded Scopes

The Kansas City Chiefs' plans for the New Arrowhead complex meet and exceed all required projects above and include additional projects or expanded scopes as follows:

- Expanded scope of training facility and team office building, with expanded indoor field (from 70 to 120 yards), creating a 5,000-person meeting space and providing the city with a one-of-a-kind banquet facility.

Expanded Scope Cost Estimate: \$3,207,168

Projections:

Eight 3,500-person events per year x \$85,500 revenue per event = \$684,000 total

70 employees per event

\$5,040 estimated wages x 8 events = \$40,320

- Youth football field created exclusively for area youth games and practices at no charge. Current users:
 - Area high schools
 - Pop Warner teams
 - YMCA
 - Boys & Girls Clubs

Cost Estimate: \$636,000

Projections

Staffing: Security, maintenance, scheduling

1,200 events per year
10,800 staffing hours
\$162,000 wages

- Expanded Scope of Club Level Space

The new scope of this space expands the square footage to accommodate from 7,600 to 15,000 people in a 360° conditioned space that will accommodate multiple meetings and banquets by double the original plan.

Expanded Scope Cost Estimate: \$14,640,250

Projections:

Min. 160 events per year x 275 avg. attendance = 44,000 attendees
\$7,150 avg. revenue per event x 160 events = \$1,144,000 total revenue
Staffing: 25 employees per event x 6 hours x 160 events = 24,000 employee hours
Wages estimated total = \$288,000

NOTE: The KC Convention and Visitors Association believe this space and the practice facility will assist them in attracting 3 to 4 large meetings/conventions per year.

- New Founder's Club

Cost Estimate: \$5,470,059

Projections:

Restaurant space for 1200
10 games per year x 1200 people = 12,000 attendees
20 events per year x avg. 400 attendance = 8,000 attendees
Total 20,000 attendees
Total estimated revenue = \$520,000
Staffing = 3600 employee hours
Estimated \$43,200 wages

- New Student Learning Center

This space has been designed to provide area students from grades 3 through 7 an accredited school field trip learning about healthy diet, exercise, and character.

Cost Estimate: \$838,516

Projections:

4 classes per day x 25 average students per class x 5 days a week x 4 weeks per month x 7 months a year =
total 14,000 students per year x \$5 fee per student (includes lunch) = \$70,000 revenue
Staffing = 6,720 employee hours
Estimated wages per year = \$80,740

- Expanded Scope of Hall of Honor

On the south-side lower concourse, the New Arrowhead will host one of the NFL's and the state of Missouri's most unique spaces. Spanning from one endzone to the other, 100 yards by 25 yards, the Hall of Honor will pay tribute to the Kansas City Chiefs' rich history, its players, the game of football, and the creation of the AFL and its contribution to the NFL today.

The expanded scope for the Hall of Honor is for 100-yard-length video screens along the upper wall and 60-yard ceiling video screens featuring plays and players. Also, the Hall will feature interactive videos and museum cabinets, with artifacts, tributes, and Hall of Fame lockers plus field level concourse the themeing with visual enhancements leading to and tying in with the Hall of Honor.

**EXHIBIT B
TO
FIRST AMENDMENT
TO
TAX CREDIT AGREEMENT**

(Arrowhead Stadium)

FORM OF DISBURSEMENT REQUEST

Disbursement Request No. _____

To: Wells Fargo Bank, N.A. (the "Bank")

RE: Disbursement Request Form from the Additional Tax Credit Proceeds Disbursement Account Established Pursuant to First Amendment to Tax Credit Agreement

You are hereby requested, pursuant to Section 3.7.A. of the First Amendment to Tax Credit Agreement dated as of January _____, 2009 (the "Amendment"), to:

_____ Issue a check payable to the Kansas City Chiefs Football Club, Inc. (the "Tenant") to permit it to issue a check to the following named payee to provide for the payment or reimbursement of costs for facilities to return the Tenant's training camp to the State of Missouri:

<u>Payee/Address/Tax ID No.</u>	<u>Amount</u>
_____ (Name)	
_____ (Street Address)	
_____ (City, State, Zip Code)	
_____ (Tax ID No.)	\$ _____

or

_____ Transfer from the Additional Tax Credit Proceeds Disbursement Account the amount of \$_____ to the Non-Bond Proceeds Subaccount of the Chiefs' Account of the Repair, Maintenance, Management and Operation Fund under the Trust Indenture dated as of August 1, 2006, between Jackson County, Missouri and the Bank.

The undersigned hereby states and certifies that:

1. Each item requested above for payment or transfer is a proper item for such under the Amendment.

2. The Amendment and the Agreement identified therein are in full force and effect. To the best of the Tenant's knowledge, no default or event of default has occurred and is continuing thereunder and no event has occurred and is continuing which with lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect thereunder.

3. No litigation, proceedings or investigations are pending or, to the knowledge of the Tenant, threatened against the Tenant with respect to any item for which payment or transfer is requested.

4. All of the representations set forth in the Amendment and the Agreement remain true and correct as of the date hereof.

Dated: _____, 20____.

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

By: _____

Printed Name: _____

Title: _____

Approved on _____, 20____.

JACKSON COUNTY SPORTS COMPLEX AUTHORITY

By: _____

Printed Name: _____

Title: _____

The Hall of Honor will be one of the state's most unique and appealing tourist attractions as well as banquet space.

Expanded Scope Cost Estimate: \$4,192,580

Projections:

Tours: 300 visitors per day, 6 days per week for 40 weeks per year
60,000 visitors is a conservative estimate, bringing people to Missouri for lodging, food and entertainment.

Banquets: 4,500 people per year, \$90,000 in annual revenue

Total staffing hours for tours and banquets = 12,780 hours, \$153,360 wages

- New Founder's Public Plaza – to serve as additional public gathering space adjacent to and enhancing the Hall of Honor.

Cost Estimate: \$419,258

- Expanded Scope of Horizon Level / Upper Deck – widening significantly more than originally planned and upgrading to provide additional concession points of sale, public gathering places and better fan pedestrian traffic.

Expanded Scope of Cost Estimate: \$15,551,956

- Expanded Scope of Elevator Service – increased from 8 originally planned to 18 for enhanced accessibility for fans including disabled persons

Expanded Scope Cost Estimate: \$4,774,944

- Expanded Scope of Building Management System – enhancements over that originally planned to increase energy conservation

Expanded Scope Cost Estimate: \$898,410

Total Additional Estimated Costs for New Projects and Expanded Scopes: \$50,629,141

**EXHIBIT C
TO
FIRST AMENDMENT
TO
TAX CREDIT AGREEMENT**

(Arrowhead Stadium)

COSTS RELATING TO THE COMMON AREA OR OTHER PROJECTS

The Projects outlined below are unanticipated expenses that were discovered once testing and evaluations were conducted. This could only have been achieved after funding and design had been completed.

The expenses reflected below are estimates one hundred percent (100%) funded by the Tenant. Also indicated are the target years for the Project; the letters for each Project corresponding to the map locations attached hereto.

<u>Project</u>	<u>Expense</u>	<u>Year</u>
A	Bridge Repair*	
B	Trash Structure for Complex	\$ 597,188
C	All Roads and Parking Lot Repairs	\$6,202,841
D	Toll Booths Infrastructure	\$ 344,500
E	Parking and Roadway Wayfinding Structures	\$ 137,813
F	Central Services Remodel and Split	\$1,165,000
G	Field Level Concrete Placement	\$1,506,400
H	Renovate Service Level AHUs (Air-Handling Units)	\$ 150,000
I	Replace Toilet Partitions Due to Metal Deterioration	\$ 71,100
J	Concrete Coatings and Repair	\$7,332,560
K	Support Structures for Field Lighting, Speaker Cluster and Scoreboard	\$1,035,300
L	Replace Service Level Hot Water Heaters	\$ 48,000
M	Communications System Infrastructure	\$ 493,100
N	Drainage Improvements at Ramps	\$ 397,200
O	Repair Stadium Bowl Expansion Joints	\$ 235,000
P	Asbestos Removal	<u>\$ 180,000</u>
		<u>\$19,896,002</u>

* Bridge repair paid for by the Jackson County Sports Complex Authority.

**EXHIBIT D
TO
FIRST AMENDMENT
TO
TAX CREDIT AGREEMENT**

(Arrowhead Stadium)

See attached Letter of Intent between the Tenant and Missouri Western State University.

December 18, 2008

Missouri Western State University
Attn: Mr. Direk Clark
Chair, Board of Governors
Heartland Health
5325 Faraon Street
St. Joseph, MO 64506

RE: Revised Letter of Intent Regarding Move of Kansas City Chiefs Football Club, Inc. (the "Chiefs") Annual Summer Training Camp to Missouri Western State University ("MWSU") Campus in St. Joseph, Missouri (Superseding the Letter of Intent dated December 5, 2008)

Gentlemen:

Set forth below is a revised outline of our proposed major terms and conditions for the Chiefs to move its annual summer training camp to the campus of Missouri Western State University ("MWSU") in St. Joseph, Missouri.

1. Subject to the conditions precedent and contingencies set forth below, at its cost and expense, MWSU shall construct a climate controlled indoor football practice facility (capable of bringing summer temperatures below seventy-five degrees (75°) Fahrenheit) with artificial turf and an adjoining building (equipped with wireless high-speed internet services throughout) containing offices, meeting rooms, theater style lecture rooms, showers, locker, weight, training and equipment rooms with laundry facility, two (2) adjacent irrigated bermuda grass practice fields (with spectator seating sufficient to accommodate fans viewing camp practices and scrimmages, which may be bleacher seating moved from visiting sideline of stadium and parking facilities (collectively, the "Improvements") in accordance with the schematic designs shown in Exhibit A attached to this letter of intent and substantially in accordance with final drawings, plans and specifications for the Improvements to be developed by MWSU, in consultation with the Chiefs, and approved by the Chiefs. The Improvements shall in all events meet or exceed the Chiefs' and the National Football League's ("NFL") standards for similar facilities, which standards are facilities that are equal to or better than the existing Chiefs training camp facilities at UWRP. All costs and expenses incurred in the design, planning, testing, construction and installation of the Improvements and all equipment therefor shall be the sole responsibility of MWSU. The Chiefs shall provide all weight room equipment not available by MWSU. MWSU's obligation to construct the Improvements is expressly contingent upon:

(a) MWSU and the Chiefs having agreed upon the final plans and specifications for the Improvements;

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(b) MWSU having obtained and entered into a construction contract for the Improvements with a guaranteed maximum price acceptable to MWSU in its sole discretion; and

(c) MWSU having raised funds (or binding commitments therefor) in an amount sufficient to cover the difference between the guaranteed maximum price contracted by it for the Improvements and the "Chiefs' Contribution" (as defined in Paragraph 2 below).

These contingencies must be satisfied by MWSU by December 31, 2009. If such contingencies are not so satisfied by such date, MWSU or the Chiefs may terminate the agreement between them.

2. Subject to the conditions precedent and contingencies set forth below, the Chiefs will contribute to MWSU the amount of Ten Million Dollars (\$10,000,000) less the amount of the fees charged and assessed by the Missouri Development Finance Board (the "MDFB") in connection with the tax credits described below which fees are estimated at Two Million Dollars (\$2,000,000) for a net contribution of Eight Million Dollars (\$8,000,000) or such other amount as may be agreed upon by the parties in the final agreement between them (the "Chiefs' Contribution"), which will be made in increments during the "Contribution Period" described below, to assist MWSU in the cost of construction of the Improvements. The Chiefs' obligation to make such contribution and move camp to the MWSU campus is expressly contingent upon:

(a) The Jackson County Sports Complex Authority (the "Authority") obtaining for the Chiefs from the MDFB a binding written commitment to issue tax credits in the amount of \$25,000,000 pursuant to such agreement (the "MDFB Agreement") as is acceptable to the Chiefs and confirming the approval of the Authority's application for those tax credits by the MDFB at a hearing before it on December 16, 2008;

(b) MWSU and the Chiefs having agreed upon the final plans and specifications for construction of the Improvements;

(c) MWSU having obtained and entered into a construction contract for the Improvements with a guaranteed maximum price; and

(d) MWSU having raised funds (or binding written commitments therefor) in an amount sufficient to cover the difference between the guaranteed maximum price contracted by it for the Improvements construction and the Chiefs' Contribution.

The contingency for the Authority, the Chiefs and the MDFB executing the MDFB Agreement for such tax credits as approved by the MDFB at its December 16, 2008 hearing, must be satisfied on or before January 12, 2009. MWSU agrees to support the Authority and the Chiefs in their attempt to obtain the MDFB Agreement. The remaining contingencies must be satisfied by MWSU by December 31, 2009. If such contingencies are not satisfied by such dates, the Chiefs or MWSU may terminate the agreement between them. MWSU acknowledges and agrees that, if the tax credits are successfully obtained and the MDFB Agreement is executed, the Chiefs' Contribution will be made from the issuance of tax credits which are or will be based upon contributions made by

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the Chiefs to certain renovations presently being made to Arrowhead Stadium in Kansas City, Missouri, which contributions will be made in the first and second calendar quarters of 2010 (e.g. January 1, 2010 through June 30, 2010, the "Contribution Period"). Accordingly, the Chiefs' Contribution will not be made before that time but will be made in increments during the Contribution Period to assist MWSU in paying the then on-going costs of construction of the Improvements. Any cost overruns on the construction of the Improvements shall be the sole responsibility of MWSU. MWSU further acknowledges and agrees that the MDFB Agreement will provide that, if the contingencies in favor of MWSU herein and in the final agreement between it and the Chiefs are not satisfied, or if MWSU defaults in the performance of its obligations under the final agreement (after notice and right to cure), or if MWSU terminates the final agreement for any reason permitted thereunder, the Chiefs will still obtain tax credits if it moves its training camp to any location in the State of Missouri, including to the Harry S. Truman Sports Complex. MWSU shall not oppose such provision in the MDFB Agreement.

3. Although MWSU shall have until the date set forth above to satisfy its contingencies, the parties anticipate that MWSU shall commence the design of the Improvements in January of 2009 and that final plans and specifications will be agreed upon in a time frame that will permit MWSU to commence construction of the Improvements in the fall of 2009 with the date for "Substantial Completion" (as defined below) targeted for June of 2010 enabling the first training camp to be held by the Chiefs immediately thereafter in the summer of 2010. This projected time schedule is subject to force majeure and other design and construction delays. "Substantial Completion" means the completion of so much of the construction and installation of the Improvements (including, without limitation, the completion of the indoor practice field and locker and weight rooms) as will permit the Chiefs, in its reasonable discretion, to properly hold training camp in a manner allowing for its team's normal and necessary preparation for the next NFL season.

4. The Chiefs will commence holding its annual summer training camp at the MWSU campus commencing the first summer after Substantial Completion of the Improvements has occurred. The parties acknowledge that, normally, each camp will be for approximately two (2) to three (3) weeks each summer but may be longer or shorter for any year's camp depending upon then prevailing NFL rules or requirements. In the event of a strike, lock out or other labor disturbance including the Chiefs or the NFL and players, the Chiefs may elect not to hold a training camp for any year. The starting and ending dates of each camp will be determined by the NFL, and the Chiefs and the Chiefs will notify MWSU a reasonable amount of time in advance of each camp's starting and ending dates.

5. The Chiefs will agree to hold its annual summer training camps at the MWSU campus for a period of five (5) summers following completion of the Improvements with options, exercisable by the Chiefs, for five (5) one-year extensions.

6. At its cost and expense, MWSU shall provide to the Chiefs during and for each summer training camp the full and exclusive use of such portion(s) of MWSU's dormitory facilities and other meeting space (in addition to the Improvements) needed by the Chiefs to conduct camp as shall be mutually agreed upon by the Chiefs and MWSU and contained in the final definitive agreement among the parties. The Chiefs acknowledge that MWSU may rent dormitory rooms and other facilities to others during

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the same period(s) as training camps are held providing that the same shall be completely separated from all Chiefs' training camp facilities on campus and not interfere in anyway with the Chiefs' operation of training camps. Such additional facilities shall include the cafeteria located in the MWSU administrative building and may include rooms or space in other facilities as reasonably may be needed by the Chiefs in order to conduct an NFL professional football training camp. Dormitory or residence hall rooms for summer camps for players, coaches and other camp personnel shall be furnished with queen size beds or equivalent, which could be two (2) twin beds put together, dressers, desks and televisions (no more than fifteen (15)), be cable television ready, and have high-speed wireless internet access and other facilities in a manner to be mutually agreed upon between MWSU and the Chiefs. At a minimum, MWSU must provide the Chiefs with two hundred (200) dormitory or residence hall single rooms. MWSU shall be responsible for all linens, pillows and towels. MWSU shall provide maid or cleaning services daily with at least twice weekly linen changes and daily towel service (which shall include wash cloths, hand towels and bath towels). MWSU shall provide reasonable security coverage and patrols at times and hours to be mutually agreed upon. MWSU shall also provide shuttle service from the Improvements to all areas accessed by the Chiefs including dormitories and residence halls (i.e. two (2) shuttle buses or similar vehicles, each sufficient to hold twenty-four (24) persons and licensed drivers). All the foregoing shall be provided at MWSU's cost and expense without reimbursement from the Chiefs.

7. MWSU shall provide (or cause its food service concessionaire to provide) meal service in the cafeteria for all Chiefs players and personnel, as well as guests authorized by the Chiefs for such service, for each camp which shall meet the Chiefs' nutritional requirements. Meal periods for each camp will be mutually agreed upon prior to the first day of each camp and may be varied due to Chiefs' scheduling and time changes. All menus for meals at each camp will be coordinated with and approved by the Chiefs in advance. The Chiefs will pay or reimburse MWSU for reasonable food costs (unprepared food and food supplies) and for the actual non-food costs (labor and support personnel) required to serve meals during each camp.

8. MWSU must insure for each camp that telephone service and technology facilities (including high-speed wireless internet services) in the Improvements and other facilities to be utilized by the Chiefs and its personnel meet the requirements of the Chiefs and the NFL. The definitive agreement between MWSU and the Chiefs shall contain provisions, if necessary, for services to be maintained or provided by MWSU to satisfy these requirements.

9. MWSU shall be responsible for the maintenance and repair of the outdoor irrigated Bermuda grass practice fields and the spectator seating therefor together with the indoor practice field to be constructed as part of the Improvements. The Chiefs will provide technical assistance to MWSU to enable it to maintain the fields in a first-class NFL condition. All costs for field maintenance (including, for outdoor fields, dirt, grass seed, fertilizer, herbicides, field paint, fuel, tractors, mowers, gators, etc.) shall be provided by MWSU at its cost and expense. MWSU also shall provide, at its expense, lifts, golf carts and similar items necessary for the Chiefs to conduct practices and scrimmages on the fields. MWSU agrees to follow all reasonable recommendations or requests of the Chiefs with respect to maintenance of all fields in order that each camp may have top-quality practice field facilities.

10. MWSU shall have the right to charge for parking and concessions for all events at each training camp, and admission charge for special events and scrimmages and to retain all revenues therefrom. MWSU shall be responsible for any and all expenses related thereto, including materials or food costs and labor. MWSU shall provide parking to the Chiefs, its players, staff and guests at no charge. In no event shall MWSU be responsible for the travel or other costs of any NFL team participating in any scrimmage with the Chiefs or other event at any training camp.

11. The Chiefs shall have exclusive national and regional advertising rights for each training camp and all events in connection therewith. MWSU shall have local advertising rights for those sponsors located in the St. Joseph, Missouri area that are not competitive with any Chiefs' sponsors. The Chiefs shall have approval rights over all MWSU local advertising and MWSU must receive such approval in advance of any use of the Chiefs' name or trademarks. MWSU shall not be permitted to pass any of its advertising rights through to other persons. MWSU acknowledges that the Chiefs now have (and in the future will have) sponsorship agreements that require it to maintain exclusive relationships with certain suppliers of products, equipment and/or other materials. The Chiefs will advise MWSU from time to time of such exclusive arrangements and MWSU shall agree not to utilize in any manner any items or take any actions which would cause the violation of any such exclusive sponsorship agreements. Any and all national and regional advertising or sponsorship revenue of or pertaining to any training camp shall be retained by the Chiefs as its sole and exclusive property and MWSU shall retain local revenue. MWSU shall retain all naming rights to the Improvements and revenues therefrom. If any signage pertaining to or arising from such naming rights at any time conflicts with any sponsorships or other advertising agreements of the Chiefs, the Chiefs shall have the right to cover or drape over any such conflicting signage during any camp.

12. For each camp, MWSU shall provide, at its cost and expense, a training camp coordinator and supporting staff to act as liaison between MWSU and the Chiefs.

13. The Chiefs shall agree to indemnify, defend and hold harmless MWSU, its officers, agents and employees, from any and all liability, loss, damages, costs or expenses which are sustained, incurred or arise out of the negligent acts or omissions of the Chiefs in the course of each training camp except for and excluding liabilities arising out of the negligent acts or omissions of MWSU, its officers, agents and employees. Additionally, the Chiefs shall maintain insurance including statutory workers' compensation, employer's liability in statutory amounts and general liability insurance (including contractual liability coverage) with a combined single limit of \$1,000,000 per occurrence and in the aggregate with automobile liability coverage and umbrella coverage of at least \$5,000,000, naming MWSU as an additional insured.

14. Except to the extent this letter of intent and the final agreement may become or are required to become public as a result of the Authority's application for tax credits, any report or hearing of the MDFB or otherwise as required by law, the parties agree to keep the terms and provisions thereof confidential. Any press release or public announcement concerning this letter of intent and/or the final agreement shall be made by the Chiefs after consultation with MWSU and MWSU shall not issue a separate release or announcement.

15. This letter of intent supersedes and replaces in its entirety the letter of intent between the Chiefs and MWSU dated December 5, 2008.

If the general terms and conditions set forth above in this letter of intent are acceptable to you, please sign and date the enclosed copy of this letter and return it to us on or before the close of business on Monday, December 22, 2008. Upon receipt of a signed copy of this letter from you, we will have our attorneys promptly prepare for your review and comment a draft agreement for the move of the Chiefs' annual summer training camp to the MWSU campus in accordance with this letter. This letter of intent is not intended to be a binding agreement or contract and, until a final, definitive agreement is mutually negotiated and agreed upon between us, neither MWSU nor the Chiefs will be bound by anything contained in this letter of intent.

Very truly yours,

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

By: 

Dennis J. Thum, Executive Vice
President and Chief Operating
Officer

ACCEPTED AND AGREED TO:

MISSOURI WESTERN STATE UNIVERSITY

By: 
Derek Clark, Chairman

DJT:KWS:jms
enclosure

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