

COMMUNITY IMPACT PARTNERSHIP AGREEMENT

THIS COMMUNITY IMPACT PARTNERSHIP AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 2026, by and between the **CITY OF KANSAS CITY, MISSOURI** (the “**City**”) and the **KANSAS CITY ROYALS BASEBALL CLUB, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (the “**Club**”).

RECITALS

A. Club is a member of the American League Central Division of Major League Baseball (“**MLB**”) and owns the professional baseball team known as the Kansas City Royals (the “**Royals**”), which presently has a franchise to conduct professional baseball games in the greater Kansas City area (the “**Region**”).

B. City and Club desire for Club to continue to operate its franchise and host professional baseball games in the Region on a long-term basis, but to relocate from Kauffman Stadium to a new first-class baseball stadium facility (the “**Baseball Stadium**”) that enables Club to compete at the highest level in MLB while growing the economy of the City and the State of Missouri (the “**State**”) by providing a world class experience for visitors that extends beyond game day by fostering connectivity with downtown Kansas City and the broader Kansas City region, along with headquarters offices for the Club (the “**Team Offices**”).

C. Landlord and Tenant have contemporaneously with the execution of this Agreement entered into a lease for the Baseball Stadium and the Team Offices (the “**Lease**”).

D. City and Club have entered into a development agreement of even date herewith (the “**Development Agreement**”) for the design, development and construction of the Baseball Stadium and the Team Offices (the “**Project**”).

E. As contemplated by the Development Agreement, the City and Club are entering into this Agreement to set forth certain benefits that Club will provide to the City, State and the Region as a result of Club continuing to operate its franchise and host professional baseball games in the City on a long-term basis.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Club agree as follows:

1) **Recitals and Definitions.** The recitals set forth above are true and correct in all respects and are incorporated herein by reference. All capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

- a) **Affiliate:** (i) As to any Person (as defined below) other than a Governmental Authority (as defined below), any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, “**control**” (including, with its correlative meanings, “**controlled by**” and “**under common control with**”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the MLB shall not be deemed to be an Affiliate hereunder of the Club. For purposes of this Agreement, the Kansas City Royals Foundation, a

domestic not-for-profit corporation (“KCRF”), shall be deemed to be an Affiliate of the Club.

- b) Applicable Law: Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect.
- c) Effective Date: The Effective Date of this Agreement shall be the same as the Effective Date of the Development Agreement.
- d) Governmental Authority: Any federal, state or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, whether now or hereafter in existence.
- e) MLB: Major League Baseball.
- f) Party: Any one of the City or the Club.
- g) Person: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.
- h) Term: The term of this Agreement, which shall begin on the Effective Date and conclude on the expiration of the Lease.

2) Community Investment.

- a) The aggregate amount of the Club’s, or its Affiliates’ financial commitment to those benefits set forth in this Section 2(a) and Section 6 of this Agreement shall not be less than Fifty-Five Million Dollars and 00/100 (\$55.0 million) over the Term (the “**Minimum Financial Commitment**”). The Club, or its Affiliates will contribute a portion of the Minimum Financial Commitment as follows:
 - i) Five Million Dollars and 00/100 (\$5.0 million) to the Negro Leagues Baseball Museum, Inc. (the “**Museum**”) for the planning, construction, expansion, renovation, improvement, or related capital needs of the Museum’s facilities, such amount to be funded as set forth in a pledge agreement tied to the funding needs for construction of the Museum’s new facilities;
 - ii) Five Million Dollars and 00/100 (\$5.0 million) to the City’s Housing Gateway Program (the “**Gateway Program**”), such amount to be funded not later than ninety (90) days after the Effective Date unless City and the Club agree to a different schedule; and
 - iii) Fourteen Million Dollars and 00/100 (\$14.0 million) in satisfaction of the City’s One Percent for the Arts Program as set forth in Section 6(g) of this Agreement.

The remainder of the Minimum Financial Commitment (\$31.0 million) shall be contributed on a per annum basis over the Term of the Lease (the “Per Annum Contribution”). The Per Annum Contribution shall be increased annually in accordance with the annual CPI index per the index published by the Federal Reserve Bank of Kansas City or another agreed upon source, not to exceed 2% per annum. The obligation to provide the Per Annum Contribution shall commence on the Effective Date of the Lease Agreement. The City and the Club shall meet on an annual

basis to establish the funding priorities and amounts for the Per Annum Contributions for the following year.

- b) In addition to the Club's Minimum Financial Commitment, the Club and its Affiliates will support the programs and objectives set forth in Section 3 of this Agreement and commits to support those programs associated with the construction and operation of the Baseball Stadium as described in Section 4 and Section 5 with appropriate time, personnel, and resource dedication, including without limitation continuing and growing Club supported programs, dedicating staff toward developing and promoting the goals of this Agreement, and promoting the programs, initiatives, and objectives of this Agreement through the power of the Club brand as an MLB club. In furtherance of the goals of this Agreement, the Club and its Affiliates, through the community involvement of its staff, players, alumni and vendors and the dedication of resources, time, cash, in-kind benefits and similar benefits in connection with providing the benefits set forth in this Agreement will support the community and charitable initiatives including those set forth in this Agreement, generally at levels consistent with past and historical practices (subject to changes in economic conditions; tax, legal or other regulatory changes; or other conditions outside of the Club's control) ("**Community Investment**").
- 3) **Educational, Wellness and Charitable Initiatives and Benefits.** As part of its furtherance of the goals of this Agreement and the Community Investment, the Club and its Affiliates will engage in community outreach efforts and initiatives that serves as an asset to the City, above and beyond the civic and economic benefits naturally flowing to a host community for an MLB club. As part of the furtherance of the goals of this Agreement and the Community Investment, the Club and/or its Affiliates shall undertake and update certain initiatives set forth below. The City acknowledges and understands that the initiatives undertaken by the Club and its Affiliates may vary each year and not all of the initiatives set forth below may be undertaken in any particular year. The City further acknowledges and understands that references to specific initiatives may change over time.
 - a) Community Outreach. The Club will encourage all members of the Club's organization to reach out to the local community to support local charitable and civic causes. The Club's community outreach programs will include initiatives and programs such as:
 - i) Player, staff, alumni, and vendor participation in programs at local schools designed to encourage and inspire students to read such as *Royals Literacy League* and *Hit the Books*;
 - ii) Player, staff, alumni, and vendor participation in efforts to raise awareness and/or fundraise for various charitable causes through initiatives such as Shut out the Stigma and other similar initiatives;
 - iii) Player, staff, alumni, and vendor participation in programs designed to help kids get active and acquire leadership skills;
 - iv) Staff, alumni, and vendor participation in the *Season of Giving* bringing holiday meals and/or gifts to members of the local community who would not otherwise have an opportunity to celebrate the holidays;
 - v) Partnering with charitable organizations that provide children in need the opportunity to spend time with their favorite players;
 - vi) Hosting clinics in the community with youth baseball and softball coaches and umpires;
 - vii) Providing charitable donations to numerous organizations that strengthen diversity, equity &

inclusion, support veterans, promote education, and more

- b) MLB Initiatives. The Club will partner with local organizations and the MLB to execute *Pitch Hit & Run*, *Junior Home Run Derby* and *Play Ball Weekend* that allow area youth to get exposed to and showcase their baseball and softball skills.
- c) The Kansas City Urban Youth Academy (KCUYA). The Club will support KCUYA, a division of the KCRF, to enable it to execute its mission of empowering underserved youth to become the leaders of tomorrow through baseball, softball, academic and social opportunities.
- d) Field Trips. The Club will support KCUYA's Crown Schools program, which shall at no cost take elementary school students on field trips to the Baseball Stadium, KCUYA and the Negro Leagues Baseball Museum. The Club will support the Royals Scholastic Victory Program, which brings preschool through 6th grade students to Kauffman Stadium where students are taught math, science, and grammar and how they each connect to the game of baseball.
- e) Kansas City Royals Foundation (KCRF). The Club will support KCRF, a domestic not-for-profit corporation, to enable it to remain active in supporting charitable causes. The Club will regularly contribute to KCRF on an annual basis to support KCRF's ability to generate and donate funds to local charitable organizations every year.
- f) Scholarships. The Club will cause KCRF to partner with local organizations. Including, among others, KC Scholars and 20/20 leadership, to award scholarships to first-generation and underrepresented students in Kansas City.
- g) Support for Youth. The Club will continue its longstanding commitment to supporting the education and enrichment of youth. The Club will partner with Cristo Rey School to sponsor high school students for a work study program at the Baseball Stadium and the KCUYA. The Club will support the KCUYA summer program, which includes a 9-week camp that teaches baseball, softball, and emphasizes the importance of transferable skills and helps youth learn about careers in several industries.
- h) Support for Teachers. In partnership with SchoolSmartKC, Kansas City Public Schools, and the Missouri Charter Public School Association, the Club will cause KCRF to recognize and make monetary contributions to educators in school districts whose boundaries are wholly or partially within the City, and charter schools located in the City. The Club will cause KCRF to sponsor a team of City Year AmeriCorps members, who will serve as full-time mentors and tutors at Whittier Elementary (Kansas City Public Schools).
- i) Support for Military, Veterans & First Responders. The Club will honor a veteran or active-duty service member from the United States Armed Forces at each Royals home game. The Club will honor first responders at 6 home games a year. The Club shall cause KCRF to provide grants to support veterans and military-serving organizations, such as Veterans Community Project, Horses for Heroes, and The Battle Within, among others.
- j) Encouraging Attendance from Underrepresented Communities. The Club will work with local community organizations to develop programs to facilitate community members and youths from underrepresented communities to attend Club events and games, such as the Club's *Community ticket* program.
- k) Youth Sports. The Club shall cause KCUYA to provide year-round youth baseball and softball programming for all levels of youth participation from ages 5 through 18, including *Reviving*

Baseball in Inner Cities Program.

- l) Lectures/Speaking Engagements. The Club shall collaborate with local area schools for opportunities for members of the Club's organization to speak to classes or student groups regarding the business of sports and the various avenues and opportunities that exist within the sports industry, with the aim of encouraging diversity and inclusion in professional sports front offices, such as *Club 42*.
 - m) Baseball and American History. The Club shall cause KCRF to provide free admission to the Negro Leagues Baseball Museum in February for Black History Month.
 - n) Sensory Rooms. The Club shall cause the Baseball Stadium to have two sensory rooms at no additional cost that provide a dedicated quiet space for families with sensory sensitivities that might otherwise make it difficult for them to attend a baseball game. In partnership with Team Up for Down Syndrome, the Club shall cause KCRF to host children and families with special needs for a day at the Baseball Stadium filled with music, food, and special activities.
- 4) **Baseball Stadium Construction Benefits.**
- a) Business Enterprise Participation. In connection with the construction of the Baseball Stadium, the Club will require the General Contractor and all subcontractors to use commercially reasonable efforts to meet certified small business enterprise or M/WBE participation goals as specifically defined in the Development Agreement.
 - b) Local Organizations. In connection with the construction of the Baseball Stadium, the Club will collaborate with local small, women, and minority business organizations to identify firms that may be interested in participating in the Baseball Stadium.
 - c) Mentorships. In connection with the Baseball Stadium, the Club will encourage partnerships between certified small business enterprises or M/WBE firms and other vendors, including encouraging vendors to partner with certified small business enterprises or M/WBE firms, shall encourage larger vendors to subcontract work to certified small business enterprise or M/WBE firms, and encouraging business mentorship programs that might provide professional development opportunities for certified small business enterprise or M/WBE firms.
 - d) Relationships. In connection with the construction of the Baseball Stadium, the Club will encourage the General Contractor for the Baseball Stadium to develop a program that encourages long-term relationships with certified small business enterprise or M/WBE firms; that provides meaningful feedback to contractors, subcontractors and vendors relative to performance-related issues and encourages continued development of skills and abilities; that puts systems into place to ensure larger contractors and vendors are aware of certified small business enterprise or M/WBE firms that have successfully undertaken stadium related work.
 - e) Prevailing Wages. In connection with the construction of the Baseball Stadium, the Club will require the General Contractor and all subcontractors to pay Prevailing Wages to employees working on the construction of the Baseball Stadium and to comply with the reporting requirements more specifically defined in the Development Agreement.
 - f) Workforce Training and Development; Apprenticeship Participation. During the construction of the Baseball Stadium, the Club, together with its General Contractor, will encourage local community partners, such as unions, applicable subcontractors, universities, and other organizations to train a diverse and competent workforce to prepare students from

underrepresented communities and to encourage members of underrepresented communities to become pre-apprentices in the applicable trades (e.g., engineering, plumbing, mechanical, electrical, and other trades). This commitment will include the Club's participation in the Missouri Works Initiative.

- g) Washington Square Park Benefit. As part of the Baseball Stadium project, the Club shall, at its sole cost and expense, design, construct, and complete improvements to Washington Square Park (the "**Park Improvements**"), substantially consistent with plans jointly approved by the Club and the City. The Park Improvements shall be designed to enhance the park's safety, accessibility, appearance, functionality, and long-term public use, and may include landscaping, lighting, pedestrian pathways, seating, public gathering spaces, irrigation, utilities, public art, signage, and other improvements as approved by the Club and the City.
- h) Sustainability Benefit. In satisfaction of the City's sustainability requirements, the Club shall construct the Baseball Stadium to meet the Leadership in Energy and Environmental Design (LEED) Gold certification requirements, or similar certification requirements. The Club shall work with vendors to develop, implement, and maintain a sustainability operations plan, which shall address a solid waste recycling program for food and beverage concessions at the Baseball Stadium.
- i) Support for Local Businesses. Pursuant to Ordinance 260339 Section 4.I, the Club shall collaborate with small and existing businesses in the affected area in developing continuity plans to mitigate the construction impact on their operations, offering solutions such as alternative access routes, signage for customer navigation, and promotional activities.

5) **Baseball Stadium Operations Benefits.**

- a) Wage Commitment. The Club shall maintain wage rates for Covered Employees that are equal to or better than average wage rates paid by other professional sports teams in the Kansas City region to employees performing substantially similar work under comparable circumstances. For purposes of this Section, "Covered Employees" means all hourly service employees employed by the Club at its ballpark or baseball-related facilities, or any contracted employees including but not limited to concessions, custodial, housekeeping, grounds support, warehouse, parking, security (where not excluded by law), guest services, retail, food and beverage, and other similarly situated classifications.
- b) Transportation Benefits. The Club will engage in discussions and develop a plan with the Kansas City Area Transportation Authority ("KCATA") and the Kansas City Streetcar Authority ("Streetcar") to provide funding or other support for additional service to the Baseball Stadium for fans and workers.
- c) Ticket Preference Program. The Club shall formulate a Kansas City resident preference plan (the "**City Preference Plan**"). The City Preference Plan shall provide eligible Kansas City, Missouri residents the opportunity to purchase single-game tickets at a discount of not less than twenty five percent (25%) from the then-current publicly available ticket price for designated regular-season home games, or another benefit of substantially equivalent value approved in writing by the City, which approval will not be unreasonably withheld.

6) **Community Impact Commitments.**

- a) Negro Leagues Baseball Museum. As part of the Parties' shared commitment to preserving and celebrating the history and legacy of the Negro Leagues and supporting the cultural and economic

vitality of the surrounding community, the Royals shall make a contribution in accordance with Section 2(a)(i) of this Agreement in an amount not less than \$5.0 million to the capital campaign or capital fund established by the Museum for the planning, construction, expansion, renovation, improvement, or related capital needs of the Museum's facilities in accordance with Section 2(a)(i) of this Agreement.

- b) Fixed Rail Study. The Club shall sponsor a study to assess the feasibility of fixed rail transit to Union Station to enhance local access to the Baseball Stadium.
- c) Homelessness Initiative. The Club shall partner with the City in support of the City's Housing Gateway Program, or any successor program designated by the City, for the purpose of reducing unsheltered homelessness and increasing access to stable housing within Kansas City, Missouri. Pursuant to Section 2(a)(ii) of this Agreement the Club shall make a contribution in an amount not less than \$5.0 million to the Gateway Project.
- d) Washington Square Park Activation. The Club shall partner with the City's Parks Department to support year-round activations in Washington Square Park to be accessible to the public free of charge. The Club shall fund the maintenance and operations of all Park Improvements.
- e) Arts Maintenance Requirement. The Club shall provide the City with a contribution to support maintenance, repair, and restoration of public art.
- f) Relocation Impact Area Account. The Club shall provide the City with a contribution to support the impact of relocation from Truman Sports Complex and the surrounding neighborhoods..
- g) Public Art Benefit. In satisfaction of the City's One Percent for the Arts requirement and in accordance with Section 2(a)(iii) of this Agreement the Club agrees to make a financial commitment to support arts and cultural organizations, programs, and initiatives within Kansas City, Missouri area during the Term of this Agreement. The Club shall contribute an aggregate amount of \$14.0 million over the Term to the City's Public Art Fund for the acquisition and maintenance of public art, qualified nonprofit arts and cultural organizations, arts education programming, or arts-related programs mutually agreed upon by the Club and the City. The funding may be provided through charitable contributions, in-kind contributions, sponsorships, grants, program support, or other direct financial contributions, provided that each contribution is used to advance arts, cultural, educational, or community-based artistic programming. Subject to final approval by the Municipal Art Commission, the Club further agrees to incorporate the 65-foot heart sculpture built for the World Cup, or a more permanent structure of similar size and character, into the Baseball Stadium project plans or Washington Square Park. All costs incurred in incorporating the World Cup heart sculpture or its replacement will be counted towards the Club's \$14.0 million commitment under this section. City and Club may mutually consider and agree upon alternatives to the incorporation of the World Cup heart sculpture or its replacement.

7) Construction Impact Mitigation.

- i) The Club shall provide at least one update on construction progress, timelines, and any expected disruptions to the City and its constituents every two (2) weeks and will contemporaneously post every update to a dedicated project website. The Club shall identify the point of contact to whom requests, questions or concerns regarding construction should be made.
- ii) The Club shall use commercially reasonable efforts to limit construction activities before 7:00

a.m. or after 9:00 p.m. In the event the Club determines that construction is necessary during such defined hours, the Club will coordinate and communicate with the surrounding businesses and residents to minimize noise and disruption.

- iii) The Club shall work with the City, City of Kansas City's Parking & Transportation Commission, KCATA, and Missouri Department of Transportation to address construction-related traffic in an effort to have minimal impact on local roadways and pedestrian access, including clear traffic signage and "Local Businesses Open During Construction" signage, alternative routing suggestions, and coordination with local transportation authorities.
- iv) The Club shall cause its contractors to adopt best practices for controlling noise and dust from the construction site, including the use of noise barriers, dust suppression methods, and regular site clean-up to mitigate impacts on the surrounding community.
- v) The Club shall provide at its sole cost and expense the necessary parking facilities and shuttle services for the construction workers to ensure parking for adjacent businesses, residents and visitors is not materially impacted.

8) **Oversight and Reporting.**

- a) **Role and Responsibility of the City.** The City shall review the Club's compliance with the terms and conditions of this Agreement and will provide monitoring, oversight, and accountability in connection with the performance of this Agreement. In furtherance of this responsibility, the City shall receive and review reports it requests from the Club as set forth in this Agreement, relative to this Agreement's progress and the Club's good faith efforts to comply with the provisions of this Agreement.
- b) **Public Reporting.** The Club will provide annual reports to the City that will identify the Club's efforts to comply with this Agreement on or within two weeks prior to October 1 of each calendar year. Such reports will reflect efforts by the Club as well as its various contractors charged with constructing, operating, and servicing the Baseball Stadium. To the extent reasonably requested by the City, but no more than twice per calendar year, the Club will provide additional reports to the City within a reasonable time after a written request. Reports shall include identification of any programs created pursuant to this Agreement.
- c) **Cost of Compliance.** The Club acknowledges that the implementation of, and compliance with, its commitments as set forth in this Agreement may require the expenditure of certain resources, as applicable, either directly by the Club or by those charged with carrying the various provisions of this Agreement on the Club's behalf and agree to undertake the applicable costs relating thereto.
- d) **Noncompliance.** To the extent the City determines the Club has failed to make sufficient and appropriate efforts (based on the requirements of this Agreement) to comply with or implement the programs required under this Agreement, the City shall notify the Club in writing, provide guidance, as necessary and appropriate, to the Club to address any noncompliance. In such an event, the Club and the City shall cooperatively develop a plan and specific measures that can be undertaken by the Club to address any areas of noncompliance.

- 9) **Breach of Agreement.** If, after efforts to address any noncompliance have been undertaken by City and Club as set forth in Section 6(d), the City believes that the Club is in material breach of this Agreement, the City shall provide the Club an additional written notice. Such written notice shall provide all of the reasons and facts upon which the City relies upon to support its belief that the Club is in material breach of this Agreement. If the Club is in material breach and the Club fails within sixty

(60) days to commence efforts to cure such breach and then cure such breach within one hundred and eighty (180) days thereafter, the Club will be deemed to be in default of this Agreement. The sole and exclusive remedy of the City for any breach of this Agreement or a default shall be specific performance. No remedy outlined herein shall be construed as the exclusive remedy for enforcement for any breach of any covenant that is either required by law or contained in another agreement between the Parties, nor shall this Agreement otherwise limit rights and responsibilities of the Parties under such other agreements or operation of law.

10) **Termination of Agreement.** This Agreement shall terminate concurrently upon the termination of the Lease.

11) **Miscellaneous.**

a) **No Construction Against Drafting Party.** The Parties acknowledge and agree that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

b) **Notices.** Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and: (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by e-mail transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth on the signature page hereto (such e-mail notice to be effective on the date that confirmation of such e-mail transmission is received); provided that any Party may designate in a writing to any other party any other address or e-mail address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

c) **Severability.** If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding.

d) **Written Amendment Required.** No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties. No modification of this Agreement or wavier of any right or remedy contained herein shall be deemed a corresponding modification or waiver of a right or remedy required by law or contained in another agreement between the Parties unless the corresponding waiver is made in writing duly executed by the duly authorized representatives of the Parties.

e) **Entire Agreement.** This Agreement, including the joinders, exhibits, schedules and addenda thereto, if any, (together with the Definitive Agreements (as defined in the Lease)) represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement.

f) **Captions.** The captions of the various Articles and Sections of this Agreement are for convenience

only and do not define, limit, describe, or construe the contents of such Articles or Sections.

- g) Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Missouri, without giving effect to conflict of laws provisions.
- h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns.
- i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all the non-assigning Parties.
- j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.
- k) Authority. The City and the Club each represent and warrant that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.
- l) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, any remedy, claim, liability, reimbursement, cause of action or other right.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

CITY OF KANSAS CITY, MISSOURI

By: _____
Printed Name: _____
Title: _____

Approved as to Form:

ADDRESS FOR NOTICES:

KANSAS CITY ROYALS BASEBALL CLUB, LLC

By: _____
Printed Name: _____
Title: _____

ADDRESS FOR NOTICES:

Kansas City Royals Baseball Club LLC
Attn: Chief Legal Officer
One Royal Way, Kauffman Stadium
Kansas City, MO 64129

