BASEBALL STADIUM LEASE AGREEMENT

between

CITY OF KANSAS CITY, MISSOURI
as Landlord,

and

KANSAS CITY ROYALS BASEBALL CLUB, LLC,
as Tenant,

Dated as of ___________, 2026

<u>BASEBALL STADIUM LEASE AGREEMENT</u>

THIS BASEBALL STADIUM LEASE AGREEMENT (this "***Lease***") is made and entered into as of the _____ day of __________, 2026, and made effective as of the Effective Date (as hereinafter defined), by and between the CITY OF KANSAS CITY, MISSOURI, a constitutional charter city of the State of Missouri ("***Landlord***" or "***City***"), and KANSAS CITY ROYALS BASEBALL CLUB, LLC, a Delaware limited liability company ("***Tenant***").

WITNESSETH:

A. Tenant is the owner and operator of the Major League Baseball Club known as the Kansas City Royals (the "***Royals***"), which presently has the right to conduct professional baseball games in the greater Kansas City area (the "***Region***").

B. Landlord and Tenant desire for Tenant to continue to operate the Royals 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 Tenant 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 Tenant (the "***Team Offices***").

C. Tenant is in negotiations or contemplates entering into negotiations to acquire certain tracts of real estate located in Kansas City, Jackson County, Missouri (the "***Land***"), the anticipated location of which Land and Baseball Stadium are approximately depicted on the site plan attached hereto and incorporated herein by reference as <u>Exhibit A</u> (the "***Site Plan***"), and Tenant or an affiliate of Tenant intends to acquire additional property, in addition to and in the vicinity of the Leased Premises (hereinafter defined), that Tenant or an affiliate of Tenant would anticipate developing as part of a broader mixed use ballpark district (the "***Additional Development***" and collectively with the Land, the "***Stadium District***"). This Lease is not intended to govern or control the Additional Development in any way.

D. Landlord and Tenant 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***") pursuant to which Tenant has agreed to manage the Project and to be responsible for any cost overruns for the Project as more particularly described therein.

E. Landlord, Tenant and State have entered into a funding agreement of even date herewith (the "***Funding Agreement***") providing the manner in which the funding to pay for the Project Costs (as defined in the Funding Agreement) will be provided with the support of Landlord, Tenant and State.

F. Landlord and Tenant have entered into a community impact partnership agreement of even date herewith (the "***Community Impact Partnership Agreement***") setting forth certain benefits that Tenant will provide to the City, State and the Region as a result of Tenant continuing to operate the Royals and host professional baseball games in the Region on a long-term basis. Landlord and Tenant have entered into a non-relocation agreement of even date herewith (the

"***Non-Relocation Agreement***") setting forth certain covenants that Tenant will make to not relocate the Royals during the term of this Lease.

The Development Agreement, the Funding Agreement and the Non-Relocation Agreement are sometimes collectively referred to herein as the "***Other Project Agreements.***"

G. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, the Land, the Baseball Stadium and the Team Offices as well as the exclusive right to use any parking facility(ies) constructed on the Land and all driveways, entrances, exits, and related facilities and appurtenances associated therewith (collectively, the "***Leased Premises***").

NOW, THEREFORE, in consideration of the above Recitals, the terms, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant hereby agree as follows:

ARTICLE I

TERM

Section 1.01 Initial Term.

The initial term of this Lease (the "***Initial Term***") shall be for a period (i) commencing on the date that Tenant commences baseball operations at the Baseball Stadium (the "***Commencement Date***"); and (ii) ending on the date which is thirty (30) days after the last day of the MLB season (including the postseason) in which the thirtieth (30^{th}) anniversary of the Commencement Date occurs. The parties currently anticipate that the Commencement Date will be February 1, 2031; provided, however, that in no event shall the Commencement Date occur until the Contingencies (as defined herein) are satisfied. The term "***Lease Year***" wherever used in this Lease shall mean for the first Lease Year, the period commencing on the Commencement Date through the end of the calendar month in which that date that is thirty (30) days after the last day of the MLB season (including the postseason) immediately following the Commencement Date occurs, and for each Lease Year after the first Lease Year, thereafter the twelve (12) calendar months commencing on the date immediately following the end of the prior Lease Year and ending on the next succeeding date which is thirty (30) days after the last day of the MLB season (including the postseason) immediately following such date. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a supplement to this Lease in substantially the form attached hereto as Exhibit B to confirm the Commencement Date and the expiration of the Term.

Section 1.02 Renewal Rights.

Provided that Tenant is not then in default under this Lease, Tenant, by written notice to Landlord given at least three (3) years prior to the end of the Initial Term, or at least one (1) year prior to the end of the first Renewal Term (as hereinafter defined), as applicable, shall have the right to extend the Initial Term of this Lease for five (5), two (2)-year consecutive terms (the "***Renewal Term(s)***") on and subject to the same terms and conditions set forth in this Lease. All references in this Lease to the "***term***" or "***Term***" of this Lease shall mean and refer to the Initial Term and the Renewal Term(s), as applicable.

Section 1.03 Extensions for Force Majeure.

(A) If during the Term there has been a suspension of occupancy as contemplated by the provisions of Article XVIII, then the Term shall, subject to the mutual written agreement of Tenant and Landlord, be extended for an additional period equal to the sum of such periods of suspension as have occurred during the Term. Any such extension shall be on the same terms and conditions as those set forth in this Lease for the Term.

(B) If at the date of termination of the Term there shall exist a suspension of this Lease pursuant to the provisions of Article XVIII which began prior to said date of termination, then the extension granted pursuant to Section 1.03(A) above, shall, subject to the mutual written agreement of Tenant and Landlord, begin on the date of the end of such period of suspension and not on the date of termination of the unextended Term.

Section 1.04 Development Term.

This Lease shall be initially effective and binding upon Landlord and Tenant during the period commencing on the Effective Date and ending on the Commencement Date (the "***Development Term***"). Except as expressly provided herein, Landlord's and Tenant's obligations that accrue during the Term of this Lease shall not accrue during the Development Term.

ARTICLE II

LEASED PREMISES

Section 2.01 Leased Premises.

During the Term hereof, Landlord grants to Tenant the exclusive right to occupy and use the Leased Premises, including, without limitation, the Baseball Stadium. During the Development Term, Landlord grants to Tenant the exclusive right to occupy and use the Land for the purposes permitted herein and in the Development Agreement.

Section 2.02 Legal Description.

Following completion of all land acquisition as provided in the Development Agreement, Tenant shall cause a legal description of the Leased Premises to be prepared by a licensed surveyor. Promptly following the preparation of such legal description, Landlord and Tenant shall execute a supplement to this Lease in substantially the form attached hereto as Exhibit C to confirm the legal description of the Leased Premises.

ARTICLE III

DELIVERY OF PREMISES, CONSTRUCTION OF IMPROVEMENTS; DEVELOPMENT AGREEMENT

Section 3.01 Construction of Improvements.

The Baseball Stadium Conceptual Plan (the "***Conceptual Plan***"), which sets forth a conceptual description for construction of the Baseball Stadium and Project, will be developed by Tenant pursuant to the Development Agreement. The Conceptual Plan shall form the basis for program and schematic designs, plans and specifications to be developed by Tenant and approved by Landlord, as applicable and provided in the Development Agreement, and for final designs, plans and specifications to be developed by Tenant and approved by Landlord based upon such program and schematic designs for the Baseball Stadium and Project pursuant to the Development Agreement.

ARTICLE IV

ALTERATIONS AND OTHER IMPROVEMENTS

Section 4.01 Alterations and Improvements by Tenant.

(A) In addition to the improvements described in Article III, at any time during the Term of this Lease, Tenant shall have the right to make additions, alterations or improvements to public or non-public portions of the Baseball Stadium and the Leased Premises, provided, however, that with respect to any additions, alterations or improvements having a cost in excess of Two Hundred and Fifty Thousand Dollars ($250,000.00), or for any proposed additions, alterations or improvements that are structural in nature, Tenant must provide 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 clauses (i) through (v) below), and provided, further, unless Landlord consents in writing, or unless such addition, alteration or improvement is expressly permitted by some other provision of this Lease or required by the MLB Rules and Regulations, no such addition, alteration or improvement shall: (i) impair to any extent the structural soundness of the Baseball Stadium; (ii) significantly reduce the seating capacity of the Baseball Stadium; (iii) materially alter the quality, character, usefulness or attractiveness of any part of the Leased Premises, (iv) be contrary to any Applicable Laws (as hereinafter defined) or (v) otherwise reduce the quality, character or environment of the Baseball Stadium to anything less than a first-class standard comparable to that of other professional MLB stadiums. Landlord reserves the right to require Tenant to remove such additions, alterations or improvements at the end of the Term as a condition of such consent. Tenant further acknowledges and understands that certain aspects of the Leased Premises are deemed "Public Works" within the meaning of Section 290.210, RSMo. and that prevailing wage may be required for such improvements. Nothing herein shall be deemed to limit Landlord's regulatory authority under Applicable Laws with respect to issuance of building permits.

(B) Unless otherwise agreed to in writing and subject to Article XXV and the other provisions of this Article IV, 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 Landlord or its successor.

(C) Tenant will 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 shall remain the property of Tenant.

(D) Tenant shall have the right, but shall not be required, to remove any of said supplies, fixtures, equipment, appliances, furniture, furnishings, including built-in objects of art, utensils, 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. Unless otherwise authorized by Landlord, Tenant shall not have the right to remove any of said supplies, fixtures, equipment, appliances, furniture, furnishings, including built-in objects of art, utensils, scoreboards and other articles from the Leased Premises upon any termination of this Lease as a result of a Tenant event of default hereunder, and ownership of the same shall be vested with Landlord.

Section 4.02 Performance and Payment Bonds.

When performing alterations or improvements at the Leased Premises, Tenant shall require each of its contractors to furnish a payment bond and a performance bond, executed by a surety, in an amount sufficient to cover the total amount of all contracts entered into between Tenant and its contractors, workers and material suppliers. The performance bond shall guarantee the contractor's completion of the construction work in accordance with the plans and specifications for such contracts and all authorized changes thereto. The payment bond shall guarantee the payment of all obligations arising under such contracts consistent with the requirements of this Lease. For any capital alterations or capital improvements at the Leased Premises made during the final year of the Term, Tenant shall also require each of its contractors to furnish a maintenance bond guaranteeing the services and work against faulty workmanship and faulty materials for the period of not less than one (1) year following completion of all improvements. The bonds shall name City as co-obligee. The surety on any bond required by this section must be licensed to do business in the State of Missouri and qualified to issue bonds at amounts specified in the U.S. Department of Treasury Circular 570.

ARTICLE V

MECHANICS' LIENS; NO LANDLORD LIEN

Section 5.01 Mechanics' Liens.

(A) Tenant shall not permit any mechanic's, materialman's, worker's, construction 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) bonded over to Landlord's reasonable satisfaction and 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, worker's, construction 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, or any of its contractors or subcontractors, as permitted herein. 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 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.

(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.

Section 5.02 No Landlord Lien.

Landlord will not have lien rights, whether statutory or otherwise, with respect to equipment, trade fixtures, and personalty of any kind and nature belonging to Tenant, and Landlord hereby affirmatively disclaims any such lien rights it may have or obtain in the foregoing.

ARTICLE VI

RENT

Section 6.01 Rent.

(A) Tenant shall pay to Landlord a basic rent (the "***Basic Rent***") of One Dollar ($1.00) per year. In addition to Basic Rent, Tenant's obligations to clean, maintain, repair, and operate the Leased Premises as set forth in Article X and Article XI shall constitute the consideration paid by Tenant to Landlord for the leasehold interest granted under this Lease. The parties acknowledge and agree that Tenant's performance of such cleaning, maintenance, repair, and operations obligations under Section 10.01 and Section 10.02 provides valuable consideration to Landlord sufficient to support this Lease.

(B) Tenant shall pay, as additional rent, without set off, deduction or demand, all other charges, sums or amounts permitted to be imposed against it as set forth in this Lease, which shall include 5% of the Non-baseball Net Profit received and retained by Tenant from non-baseball events held at the Leased Premises (together, with the Basic Rent and maintenance and repair obligations as set forth above, the "***Rent***"). "***Non-baseball Net Profit***" shall include all revenues received by Tenant, less all ordinary expenses incurred by Tenant, including but not limited to

(i) payments remitted to unaffiliated third parties in connection with event promotion and performances and (ii) any payments remitted to and/or retained by an unaffiliated third party pursuant to a contract for goods or services, that arise out of non-baseball events unrelated to the Royals or MLB held at the Leased Premises, including but not limited to parking, concessions and ticket sales and all related expenses.

ARTICLE VII

TENANT'S RIGHT TO USE

Section 7.01 Right to Use for Any Lawful Purposes.

The Leased Premises shall be under the management and control of Tenant, and 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. Without limiting the foregoing, Landlord shall have the right to use the Baseball Stadium at mutually agreed-upon times when home games or other events contracted for or otherwise authorized by Tenant are not being played or conducted to host up to eight (8) events ("***Landlord Events***") per calendar year without additional cost, except that Landlord shall be responsible for those actual costs incurred by Tenant, as agreed upon in writing by the parties prior to any such Landlord Events, related to additional security, maintenance and other event management related expenses, including all related personnel costs for staffing the event. Nothing herein shall prohibit Landlord from charging reasonable fees to cover costs associated with hosting and operating Landlord Events. With respect to any Landlord Event, Landlord shall obtain or cause to be obtained liability insurance coverage in the amounts and with the specified coverages listed in Section 15.03(a), Section 15.03(c) and Section 15.03(d), and Tenant shall be named as an additional insured on liability policies. All such policies of insurance shall include a provision that they cannot be cancelled or materially altered so as to reduce the amount or scope of coverage without thirty (30) days advance written notice to Tenant. Landlord shall, at least ten (10) days prior to the commencement date of any Landlord Event, provide to Tenant a current certificate of insurance showing the required coverages in place, showing Tenant as an additional insured with respect to such coverages and confirm the limits on cancellation without prior written notice to Tenant as provided herein. Landlord shall purchase or cause to be purchased event insurance for each Landlord Event.

The right of Landlord to conduct Landlord Events is personal to Landlord, and Landlord shall not have the right to assign, sublease, transfer or otherwise grant rights to any third party to conduct any such Landlord Events except Landlord shall be required to have a subcontractor to conduct the Landlord Event for Landlord unless authorized by Tenant in writing. All Landlord Events shall be ticketed and any Landlord Events which make use of the Baseball Stadium seating bowl shall require assigned seating. All Landlord Events shall comply with Applicable Laws.

Section 7.02 Tenant Covenants to Play Games in Baseball Stadium.

Unless consented to in writing by Landlord (which consent will not be unreasonably withheld, conditioned or delayed), Tenant shall, during the term of this Lease, play or conduct its regular season "home" games in each MLB season during the Term of this Lease at the Baseball Stadium, subject to and in accordance with the terms set forth in the Non-Relocation Agreement.

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, internet or mobile streaming services, telephone, microwave or other methods of reproduction, transmission, communication, replay or exhibition of all or any part of the events held, exhibited or played within the Leased Premises. Landlord will not share in 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.

Tenant shall have the right to set all prices for tickets, parking in the Leased Premises and concessions at events at the Baseball Stadium (including, without limitation, ticket prices for ballgames and other events, parking and concessions); provided, however, that prices charged by Tenant or its concessionaires for tickets to, parking at and concessions at 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 that have a professional Major League Club similar to the Major League Club owned by Tenant and operating under similar circumstances. Tenant agrees and covenants to make thirty (30) "comp" tickets available to Landlord without charge for each home game conducted by the Royals at the Baseball Stadium ("***Landlord Tickets***"). All Landlord Tickets shall be provided to recipients under the Royals' ticketing platform in place from time to time, and all recipients of Landlord Tickets shall be required to maintain an account on such ticketing platform in order to receive tickets. Landlord shall provide to Tenant, at least three (3) days in advance of each game for which Landlord Tickets are provided, a list setting forth the number of tickets, the identity of each recipient of a Landlord Ticket and such individual's Royals' ticketing platform account information, and Tenant shall thereafter deposit the Landlord Tickets in such individual's Royals' ticketing platform account. Landlord shall be responsible to ensure that none of the Landlord Tickets are resold or otherwise transferred for valuable consideration. Landlord recognizes and acknowledges that all postseason (including World Series games), as well as All-Star games, are controlled by MLB rather than Tenant. If Tenant determines that any Landlord Tickets have been resold, Tenant shall notify Landlord and Tenant may implement procedures to prevent further resale of any Landlord Tickets, which may include issuance of all future Landlord Tickets as non-transferable so that only the person who is the recipient of such Landlord Tickets on the Royals' ticketing platform will be able to obtain admission using such Landlord Ticket.

Section 7.05 Tenant's Right to Permit Sports Gambling in Leased Premises.

To the extent permitted by Applicable Laws and allowed under MLB Rules and Regulations, Tenant shall have the exclusive right to conduct or facilitate sports gambling at the Leased Premises for any part of the events held, exhibited, or played within the Leased Premises as well as events held, exhibited, or played elsewhere other than the Leased Premises. Landlord will not share in Tenant's receipts from such sports gambling or from the exercise or sale or lease of any such rights, sponsorship fees from organizations operating a sports gambling business, nor any amounts paid pursuant to any revenue sharing or other similar arrangement under the auspices of MLB or with any Major League Club. Landlord will not restrict or cause to be restricted or limited in any way, the conduct of sports gambling in any form or format legal in the State at the Leased Premises; except, however, that Tenant acknowledges that tax-exempt bond proceeds may be prohibited from use for improvements or alterations in any area of the Leased Premises that is utilized for sports gambling or activities related thereto.

ARTICLE VIII

STADIUM TOURS

Section 8.01 Tours of the Baseball Stadium.

Tenant agrees to operate (following commencement of baseball operations at the Leased Premises) a public tours program at the Baseball Stadium in a manner consistent with the Kauffman Stadium tours program currently offered by Tenant to the public.

ARTICLE IX

UTILITIES

Section 9.01 Payment of Utilities.

Tenant shall bear the expense of and pay the costs and charges of all water, gas, electricity or other utilities consumed in the Leased Premises. Accounts for the Leased Premises utilities will be in the name of the Tenant. To the extent permitted under Applicable Laws, Landlord and Tenant shall work in good faith to ensure that the purchase and/or sale of all utilities consumed in the Leased Premises are exempt from state and local sales and use taxes.

ARTICLE X

CLEANING, MAINTENANCE AND REPAIR; LEGAL COMPLIANCE

Section 10.01 Cleaning.

Tenant, at its sole cost and expense, shall be responsible for cleaning the entire Leased Premises, including, without limitation, cleaning the Baseball Stadium at all times, as well as the parking areas, circulation roadways, walkways and other grounds which are a part of the Leased Premises before and after each Baseball Stadium event exhibited by Tenant, its sublessees or licensees, or others. Tenant shall perform such cleaning obligations in a first-class manner comparable to that of other professional MLB stadiums and in compliance with Applicable Laws and any applicable MLB Rules and Regulations.

Section 10.02 Maintenance and Repair.

Tenant, at its sole cost and expense, shall at all times during the term of this Lease, as it may be extended:

(A) maintain and be responsible for all repair of all of the Leased Premises, including, without limitation, the Baseball Stadium, 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; and

(B) be responsible for maintaining, repairing and replacing when necessary all structural portions, parts, pieces or components of the Leased Premises, including, without limitation, the Baseball Stadium and all parking garages, parking lots or parking structures within the Leased Premises (if any), 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 or natural turf in the Baseball Stadium and scoreboards and matrixes and components thereof; 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; parking lot and access road lighting installations (including, without limitation, towers, poles, wires, conduits and bulbs in the Baseball Stadium); the painting of all light towers and poles; Baseball Stadium sound systems; garbage collection, compaction and disposal systems; turnstiles; elevators; escalators; any landscape items, shrubs and trees; and any items similar to any of the foregoing at any time constructed or erected or placed on or in the Leased Premises, whether or not any such maintenance, repair or replacement is required because of or results from general time deterioration.

In performing its maintenance, repair and replacement obligations under this Lease and specifically this <u>Section 10.02</u>, Tenant shall maintain and repair (and replace as applicable) the Leased Premises and Baseball Stadium in a safe, clean, attractive, and first-class manner comparable to that of other professional MLB stadiums and in compliance with Applicable Laws and the MLB Rules and Regulations. Tenant further agrees to provide an annual report to Landlord reasonably detailing maintenance actions and expenditures to be provided no later than January 31 of each year for the stadium maintenance actions and expenditures of the preceding year.

Notwithstanding anything to the contrary herein, Landlord and Tenant agree that, during the final three (3) years of the Initial Term, provided that either (a) Tenant has delivered notice to Landlord of its intent not to extend the Initial Term into a Renewal Term or (b) during the final year of any Renewal Term (where either of (a) or (b) shall constitute the "***End-of-Term Period***") Tenant shall not be required to undertake items of repair or replacement other than (x) safety-related or structural integrity items of repair or replacement, regardless of cost, (y) items of repair or replacement required to ensure that the Baseball Stadium is in a first-class standard comparable to that of other professional MLB stadiums and in compliance with all applicable MLB Rules and Regulations where such items of repair or replacement have an estimated useful life of three (3) or fewer years, or (z) any other items of repair or replacement whose anticipated cost is expected to be less than $1,000,000; provided, however, that in no event will Tenant be obligated to spend during each year of any End-of-Term Period more than fifty percent (50%) of the average annual maintenance expenditures by Tenant during the preceding five (5) years for repairs and replacements pursuant to this clause (z) of this Section 10.02(B). Notwithstanding the foregoing, in the event that Tenant delivers notice of its intent not to renew the Initial Term at any point during the final five (5) years of the Initial Term, then the End-of-Term Period shall commence upon the delivery of the notice not to renew the Initial Term and shall expire at the end of the Initial Term.

Section 10.03 Legal Compliance.

At all times during the Term, as it may be extended, Tenant shall make any and all repairs, additions or modifications to the Leased Premises, including the Baseball Stadium, at any time required by (i) applicable laws, statutes, regulations or orders of any governmental authority, including laws, statutes, regulations or orders of the City of Kansas City, Missouri, as amended ("***Applicable Laws***") or (ii) the MLB Rules and Regulations in connection with the playing of professional baseball games.

ARTICLE XI

MANAGEMENT RIGHTS AND OBLIGATIONS

Section 11.01 Management.

Tenant shall have the sole and exclusive right to manage and operate the Leased Premises, including, without limitation, the right to engage third parties to provide any or all of the management services identified in Section 11.02 hereof.

Section 11.02 Management Services.

During the term of this Lease, as it may be extended, and provided that no event of default by Landlord has occurred under this Lease and no event which, with notice or lapse of time or both, would constitute a default by Landlord thereunder has occurred and is continuing, Tenant shall perform the following services or duties as an independent contractor with Landlord:

(A) *Operation*. Tenant shall have the exclusive right to and shall operate the Baseball Stadium and the Leased Premises. Consistent with the terms, conditions and provisions of this Lease and Applicable Laws, in connection with such operation, Tenant agrees as follows:

(i) to employ, supervise and pay such employees, servants or contractors reasonably considered by Tenant as necessary for the efficient management and operation of the Baseball Stadium;

(ii) to provide all equipment, tools, appliances, materials and supplies reasonably necessary to perform the duties, obligations or responsibilities imposed upon it by the terms of this Article XI;

(iii) to perform the other duties, obligations or responsibilities imposed upon it by other subparagraphs of this Article XI; and

(iv) to use its reasonable best efforts under all prevailing circumstances to operate and manage the Baseball Stadium in the same manner as is customary and usual in the operation of comparable facilities.

(B) *Baseball Stadium Security*.

(i) Tenant, at its expense, shall provide such security guards and night watchmen as may be reasonably necessary in order to provide twenty-four hour per day, yearround protection and security of the Leased Premises and all its facilities, subject to and in accordance with the terms of this Article XI.

(ii) In addition, Tenant will provide, at its expense, such event day security personnel as are necessary and reasonable for its events at the Baseball Stadium. Tenant shall coordinate directly with the Kansas City Police Department for security, traffic control and direction in conjunction with baseball games and other Royals events at the Baseball Stadium. For the sake of clarity, Tenant shall not be responsible for coordinating with the Kansas City Police Department for any Landlord Events hosted at the Baseball Stadium pursuant to Section 7.01. Tenant agrees to admit to any event exhibited by it, free of charge but without seat assignment, all officers assigned by the Kansas City Police Department to the Baseball Stadium for security, safety, traffic control or other related purposes. Nothing in this Section 11.02(B) shall require or make the Tenant responsible for, or be deemed to be an assumption by Tenant of, governmental responsibility to provide law enforcement.

(C) *Insurance*. Tenant shall obtain and maintain in full force and effect, at its cost and expense, the insurance coverages required by Article XV.

Section 11.03 Tax Status; Sales Tax Exemption.

As a result of Landlord owning the Leased Premises and, upon completion, the Baseball Stadium, Landlord agrees that, under laws of the State existing as of the Effective Date, there will be no ad valorem real property taxes due by Tenant with respect to the Leased Premises, during the Term of this Lease. The parties intend that Tenant shall be able to purchase goods and services for the performance of Tenant's obligations with respect to construction, maintenance and future improvements to the Leased Premises, as well as payment of utility costs and performance of Tenant's other obligations under this Lease, without payment of any applicable sales and use taxes. In connection therewith, Landlord shall reasonably cooperate with such intended sales and use tax exemption and shall annually (or more frequently as Tenant may reasonably request) issue to Tenant a sales tax exemption certificate to allow Tenant to purchase goods and services for the performance of Tenant's obligations under this Lease, without payment of any applicable sales and use taxes, and shall provide to Tenant such documentation as may be necessary from time to time to permit Tenant to purchase goods and services for the performance of Tenant's obligations under this Lease, including, without limitation, this Article XI, Article IX, Article XVIII and Article XIX without payment of any applicable sales and use taxes. As necessary, Landlord and Tenant will cooperate to explore options through existing economic development tools and continued public partnerships to enable sales and use tax exemptions. Tenant shall indemnify and hold harmless Landlord 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 the issuance of tax exemption certificates or similar documentation requested by Tenant.

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) Neither Landlord (while using the Leased Premises or otherwise operating under this Lease) nor Tenant shall cause nor 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, except in compliance with any Applicable Laws. 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, Tenant shall indemnify and hold harmless Landlord 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 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, Tenant 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. Tenant shall first obtain Landlord's approval for any such remedial action, which approval shall not be unreasonably withheld, conditioned or delayed.

(C) Without limiting anything in Section 12.01(B), and as part of Tenant's permitted uses of the Leased Premises set forth hereinabove, 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 the Leased Premises; (ii) the exact location thereof shall be disclosed in writing to Landlord; (iii) each such tank, and its related piping and systems, shall at all times comply with Applicable Laws (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) Tenant 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, 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.

(D) Tenant's duties and obligations under this Article XII, including without limitation any duty or obligation to remediate or be liable for any violations of Applicable Laws, or to indemnify Landlord against any claims, damages, fines, judgments, penalties, costs, liabilities, or losses, shall not apply in connection with any hazardous substances used, stored, generated, or disposed of on or in the Leased Premises by Landlord, its agents, employees, contractors (other than Tenant) or invitees or others (collectively "***Landlord Environmental Violations***"), in any manner which is not in compliance with any Applicable Laws. Landlord shall have the obligation to correct any Landlord Environmental Violations and to pay all costs, including penalties and fines, assessed in connection with any Landlord Environmental Violations. The existence of any Landlord Environmental Violations will not constitute a violation by Tenant of any of Tenant's covenants and agreements set forth in this Article XII.

ARTICLE XIII

USER TAXES

Section 13.01 User Fees or Taxes.

Except as expressly authorized in the Funding Agreement, no user, ticket or service fee or tax, or any other fee or tax of comparable nature, including without limitation any fees or taxes (other than sales taxes generally applicable to parking in the City) relating to parking on or about the Leased Premises or the Stadium District in such surface lots, drives or structures owned or controlled by Tenant or its affiliates, or relating to entry onto or exit from the Leased Premises by vehicle or as a pedestrian (each a "***User Fee***") or special taxing district sales tax, property tax or special assessment will be imposed by Landlord for Tenant events at the Leased Premises, unless mutually agreed upon by Landlord and Tenant in their respective sole discretion. Nothing herein shall be construed as a limitation of the Landlord's ability to impose any fees or taxes related to parking operations within the right-of-way or any other uses related to City right-of-way.

Section 13.02 Targeted Tax.

If any new Targeted Tax (as defined herein) is imposed during the first ten (10) years following the Commencement Date, by Jackson County, Missouri (the "***County***") or State, then Landlord will redirect such tax, to the extent legally permissible, to fund Baseball Stadium maintenance or improvements. Unless authorized by Tenant, any new Targeted Tax that is imposed by Landlord at any time during the term of this Lease shall, upon implementation, constitute an event of default hereunder as of the date such Targeted Tax is first collected, and Tenant may exercise its rights and remedies under Section 25.02 as provided in such Section. As used herein, the term "***Targeted Tax***" shall mean any tax, exaction, assessment or special taxing district that, by its terms, affects only Tenant or any sports/entertainment enterprises within the City, or that is otherwise uniquely applicable to Stadium Operations (hereinafter defined) or which, although ostensibly of a general nature, as a practical matter affects Stadium Operations in an adverse manner (*e.g.*, a ticket tax), uniquely or substantially uniquely within the City. Tenant and Landlord will use their best efforts to prevent the imposition of any Targeted Tax, and will work jointly to neutralize any impact of the same. Without limitation, any taxes on tickets sold for entertainment or sporting events, events conducted at the Baseball Stadium or parking at the Baseball Stadium or the operation of the Baseball Stadium (collectively, "***Stadium Operations***") shall constitute a Targeted Tax.

ARTICLE XIV

ADVERTISING AND SIGNS; NAMING RIGHTS

Section 14.01 Advertising and Signs.

(A) 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 the Leased Premises, and to receive and retain all revenues therefrom. Tenant shall have sole discretion as to the size, form and content of all such advertising or signs so long as such advertising or signs comply with Applicable Laws.

(B) Tenant and/or its concessionaire or concessionaires may, in the Baseball Stadium and upon the Leased Premises 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, Tenant shall have the right to display advertising in the suites and on menus and other printed materials sold in any part of the Leased Premises. Tenant shall also have the right to display advertising upon the field and upon the uniforms and clothing of Tenant's employees, including players, managers and coaches, as well as Tenant's vendors, concessionaires and contractors.

(C) Tenant shall have the right to construct and sell advertising on signage on the Leased Premises, including signage of such size and at such locations that the wording thereon is readable from the roads and highways bordering the Leased Premises. Except as set forth in Section 14.01(E) below, Landlord shall have no right of approval of any advertising on signage during the term of this Lease or any extension thereof in its capacity as the owner of the Leased Premises. Signage on the Leased Premises may include static signage and video boards as determined by Tenant. All signage shall be constructed and operated in accordance with Applicable Laws. Nothing herein shall be construed as a limitation or waiver of Landlord's right and ability to approve signs if and to the extent required under Applicable Laws.

(D) Tenant shall have the right to receive and retain all revenues from all advertising permitted by this Lease.

(E) Notwithstanding Tenant's rights under this Section 14.01, and except to the extent otherwise approved, authorized or permitted by MLB pursuant to the MLB Rules and Regulations or any league-wide sponsorship, advertising, marketing or licensing program, Tenant covenants that it shall not display, permit, or license any advertising or signage on or about the Baseball Stadium or the Leased Premises that advertises or promotes any business, product, service, or entity that would reasonably be expected to bring disrepute to Landlord or Tenant, including, without limitation, advertising for (i) pornography or adult entertainment establishments, (ii) firearms, ammunition, or weapons manufacturers or retailers, (iii) political candidates, political parties, or political action committees, (iv) tobacco products, (v) illegal substances or activities, (vi) marijuana products or related commercial activities or (vii) any other business, product, service, or entity that is inconsistent with the family-friendly nature of the Baseball Stadium or that would reasonably be expected to damage the reputation or goodwill of Landlord or Tenant. Landlord shall have the right to notify Tenant in writing of any advertising that Landlord reasonably believes violates this Section 14.01(E), and Tenant shall promptly remove or cause to be removed any such advertising within thirty (30) days after receipt of such notice; provided, however, that if Tenant disputes Landlord's determination, the parties shall meet and confer in good faith to resolve the dispute, and if the parties are unable to resolve such dispute within fifteen (15) days, either party may submit the matter to arbitration in accordance with Section 32.09. For avoidance of doubt, the parties expressly agree that advertising for gaming activities, operations and facilities that are legal in the State (including all lawful activities conducted within any gaming facility), specifically including sports betting in all forms legal in the State, is not considered or deemed to be a business, product, service, or entity that would reasonably be expected to bring disrepute to Landlord or Tenant, and may be advertised and promoted on or about the Baseball Stadium or the Leased Premises as permitted under the MLB Rules and Regulations without regard to the provisions of this Section 14.01(E).

Section 14.02 Naming Rights.

Subject to compliance with Section 14.01(E), Landlord hereby agrees that Tenant has the right to attach a name or other moniker to the Baseball Stadium (*e.g.*, "Naming Rights Sponsor Stadium") or any portion thereof (*e.g.*, "Naming Rights Sponsor Field at the Stadium") ("***Naming Rights***"), and to receive compensation for a sale of Naming Rights from any person or entity, but explicitly excluding any portion of the land surrounding the Baseball Stadium designated as parkland by Landlord, the County or the State. In no event will any portion of the Baseball Stadium or the Leased Premises, or the exterior plazas adjacent to the Baseball Stadium or the Leased Premises, be designated as parkland by Landlord, the County or the State without the prior written consent of Tenant. Landlord agrees that any revenues derived with respect to such Naming Rights arrangement shall belong solely to Tenant, and Tenant shall not be obligated to share any such revenues with Landlord. Further, Tenant shall not be obligated to share with Landlord any revenues received by Tenant or MLB from any package of advertising, co-promotion, marketing and other in-stadium, event-related benefits and properties provided by Tenant, all of which revenues relating to such benefits and properties provided by Tenant or MLB shall be the sole property of the party providing such benefits and not Landlord. Nothing herein contained shall impair Tenant's right or MLB's rights under the MLB Rules and Regulations to sell the sponsorship or naming of individual areas, components or elements of the Baseball Stadium or the Leased Premises, or the exterior plazas adjacent to the Baseball Stadium or the Leased Premises, including, but not limited to, billboards, entrance or admission gates, tents on asphalt/concrete/brick aprons, concourse columns, walls, scoreboards, suites and boxes.

ARTICLE XV

INSURANCE

Section 15.01 Tenant to Obtain Casualty Insurance on Baseball Stadium.

At all times throughout the term of this Lease, as it may be extended, Tenant, at its sole 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 Leased Premises, 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 Landlord at the expiration or sooner termination of the term of this Lease, and all personal property of Landlord 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 Leased Premises and Baseball Stadium: 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; and (e) 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 (a) shall be in an amount equal to the full replacement cost of all improvements located within the Leased Premises including the Baseball Stadium structure and the other improvements described above and the estimated value of the personal property therein belonging to Landlord and (b) must always be sufficient to prevent the application of any co-insurance provisions. Such "all risks" coverage may be subject to a reasonable deductible, but that deductible shall not exceed deductibles on comparable MLB facilities. The property insurance required hereunder may include sub-limits with respect to certain causes of loss and specific coverages as reasonably determined by Tenant. Such property insurance may also include optional extended coverages as reasonably determined by Tenant. Such insurance shall include coverage for business interruption losses to the extent available on commercially reasonable terms. Such property insurance shall include the interest of Tenant and Landlord in the Leased Premises, and Tenant shall be named insured on such insurance. Subject to Tenant's restoration obligations set forth in Article XVII, Tenant and Landlord shall be named loss payees under such insurance, and Landlord agrees that all proceeds of such insurance shall be deposited into a dedicated account established by Tenant and used to pay costs of restoration for the Leased Premises and Baseball Stadium. Tenant shall remain responsible for any deductible amounts and the same shall not relieve Tenant from its obligations hereunder with respect thereto.

Section 15.02 Waiver of Subrogation.

(A) The casualty insurance policies required to be obtained and maintained by Tenant under Section 15.01 shall each contain a provision that any right of subrogation, which the insurance company may have against Landlord, its officers, agents, employees and subcontractors, is waived.

(B) As to any physical damage insurance carried by Tenant with respect to property owned by it and located at the Leased Premises, each insurance policy shall contain a provision that any right of subrogation which the insurance company may have against Landlord, its officers, agents, employees and subcontractors, is waived.

(C) Notwithstanding anything to the contrary in this Lease, (i) Landlord hereby waives, to the extent permitted by Applicable Laws, any claim of liability against Tenant, its shareholders, directors, officers, agents, employees, subcontractors and concessionaires, for loss, injury or damage to property which is within the coverage of the foregoing insurance policies required to be carried by Tenant pursuant to Section 15.01, provided, however, that any such insurance claims are actually paid; and (ii) Tenant hereby waives any claim of liability against Landlord for loss, injury or damage to property owned by it and located at the Leased Premises which is within the coverage of such insurance.

Section 15.03 Tenant to Obtain Liability Insurance and Other Insurance.

At all times during the Term of this Lease, as may be extended, Tenant shall obtain and maintain in full force and effect, at Tenant's cost and expense, the following insurance coverages:

(a) Commercial general liability insurance with respect to the Leased Premises and the Baseball Stadium and Tenant's activities in the Leased Premises, except as provided below, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability coverage, written on an "occurrence" basis, with minimum limits of liability of $1,000,000 per occurrence and not less than $5,000,000 in the aggregate.

(b) Automobile liability insurance with coverage and limits of not less than $1,000,000 Each Accident.

(c) Workers' compensation insurance on all persons employed by Tenant in or about the Baseball Stadium or the Leased Premises, in connection with Tenant's operations with minimum limits of:

$1,000,000 Each Accident;
$1,000,000 Disease – Each Employee;
$1,000,000 Disease – Policy Limit.

(d) Umbrella liability insurance which follows the form of the commercial general liability and automobile liability policies with coverage and limits of not less than $10,000,000.

(e) All or any portion of any of the foregoing may be covered by either primary or umbrella or excess policies or any combination thereof. Landlord shall be included as an additional insured on a primary and non-contributory basis on Tenant's commercial general liability and umbrella or excess liability policies (if any) for claims arising in connection with Tenant's operations, occupancy, maintenance or use of the Leased Premises (including the suites and concession facilities). Additional insured coverage shall be extended to include products-completed operations coverage. Landlord and Tenant shall meet from time to time (but no less frequently than once every three years) to review the adequacy of the dollar limits and other terms set forth in the insurance policies required by this Article XV, and the dollar limits and other terms shall be increased or decreased as mutually agreed upon by the parties to take into account changes, if any, in circumstances and other relevant factors (including, without limitation, inflation, claims history, changes in law, economic feasibility and insurance markets) since the policies' dollar limits were initially established or last adjusted, as applicable.

(A) Current certificates of insurance naming Landlord as an additional insured for the policies herein required of Tenant (except for workers' compensation insurance under Section 15.03(c), as to which Landlord will not be named as a named insured or additional insured), shall be deposited at all times with Landlord and, in any event, not less than ten (10) days after the effective date of any such policies. Current duplicate originals of every policy of insurance required to be maintained above shall be delivered to Landlord upon request to Tenant, to the extent permitted by MLB. Each such policy shall be issued by a solvent and reputable insurance company or companies authorized to do business in Missouri. Tenant shall provide Landlord with ten (10) days' written notice if any of the required policies are cancelled prior to the expiration date thereof or not renewed. Tenant shall provide Landlord a current certificate of any such insurance required to be provided by Tenant within ten (10) days of a written request therefor from Landlord. Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required above, and such failure continues for five (5) business days after written notice from Landlord to Tenant of such failure, Landlord may assume that Tenant is not maintaining the insurance this Article XV requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this section does not relieve Tenant from any default under this Lease.

(B) The insurance hereinabove required of Tenant may be covered under a so-called "blanket" policy covering other properties or locations of such party or its affiliates, provided that Landlord shall be named or included as an additional insured on the commercial general liability and excess/umbrella liability policies, the coverage required hereinabove will not be reduced or diminished by use of such blanket policy and the other requirements hereinabove set forth are otherwise satisfied.

Section 15.04 Other Insurance Provisions.

(A) Tenant shall give prompt notice to the insurers and to Landlord of all claims covered by any of said policies as soon as reasonably practicable. Tenant shall pay or cause to be paid the premiums on the policies to be carried by it at all times and in the amounts required to maintain in full force and effect the insurance required to be maintained by it hereunder. Tenant shall not be entitled to any reimbursement by Landlord for such premiums for insurance required to be maintained by it or to any credit therefor on the Rent provided for in Article VI. Landlord shall not be liable to Tenant nor in default of this Article XV for violation of the terms and conditions of any insurance policy maintained by Tenant of which terms and conditions Landlord does not have written notice.

(B) Tenant shall require all licensees, sublessees or other users of the Baseball Stadium to procure commercial general liability insurance providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability and products-completed operations coverage. Tenant shall use commercially reasonable efforts to ensure Landlord and Tenant are included as additional insureds on a primary and non-contributory basis for claims arising in connection with the operation, occupancy or use by such licensee, sublessee or other stadium user or the employees or agents of any of them in or with respect to the Leased Premises or any part thereof during the period of use (including in the term "period of use", without limitation of the generality thereof, the period when the Baseball Stadium is being prepared for and restored after any event to be conducted by such licensee, sublessee or other stadium user). The amount of coverage required of any such licensee, sublessee or other stadium user by Tenant shall be in the reasonable discretion of Tenant.

ARTICLE XVI

INDEMNIFICATION

Section 16.01 Tenant's Indemnity.

To the maximum extent permitted by Applicable Laws, Tenant shall defend, indemnify and hold harmless Landlord and any of its agencies, officials, officers and employees from and against all claims, suits, damages, liability, losses, costs, and judgments (and all costs and expenses in connection therewith, including reasonable attorneys' fees and fees incurred in the enforcement of this indemnity obligation) arising out of or resulting from all acts or omissions in connection with this Lease or at the Leased Premises caused in whole or in part by Tenant or Tenant's agents, contractors, guests, visitors, employees, licensees, invitees, officers or servants, regardless of whether or not caused in part by any act or omission, including negligence, of Landlord. Tenant is not obligated under this section to indemnify Landlord for the sole negligence of Landlord.

Section 16.02 Landlord's Indemnity.

(A) To the maximum extent permitted by Applicable Laws and subject to appropriation of funds, Landlord, except as otherwise expressly provided in this Lease, shall indemnify Tenant and any of its officers and employees against and hold Tenant and any of its officers and employees harmless from all costs, losses, damages, expenses, liabilities and claims, suits and judgments (and all costs and expenses in connection therewith) for death, personal injuries and property damage (except the property of Tenant) solely arising out of, based upon, or resulting from any acts or omissions of Landlord or any employee, agent, licensee or concessionaire of Landlord in or with respect to the operation, occupancy, maintenance or use of the Baseball Stadium (including the suites and concession facilities) and any other areas of the Leased Premises in connection with Landlord's use of the Baseball Stadium or Leased Premises pursuant to Section 7.01, 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.

Landlord shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including attorneys' fees and court costs) arising from or in connection with:

a. Any injury to or death of a person or any damage to property (including loss of use) to the extent caused by the negligence or wilful misconduct of Tenant or any of its officers, directors, employees, agents, contractors or invitees;

b. Tenant's violation of any provisions of this Lease or any Applicable Laws or any deed restriction or insurance policy, now or hereafter in effect and applicable to Tenant;

c. The existence of any hazardous substance in, on or under the Leased Premises, but the foregoing shall not apply to any hazardous substance that is introduced to the Leased Premises by Landlord, or any of its officers, directors, employees, agents, contractors or invitees; or

d. Any violation of any Applicable Laws related to any hazardous substance to the extent caused by Tenant, or any of its officers, directors, employees, agents, contractors or invitees.

(B) If and to the extent that Landlord fails to pay any costs, losses, damages, expenses, liabilities and claims, suits and judgments in connection with Landlord's use of the Baseball Stadium or Leased Premises pursuant to Section 7.01, 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, as a result of any determination that Landlord's indemnification obligations under Section 16.02(A) are limited, voided or otherwise not enforceable under Applicable Laws, such failure shall constitute an event of default by Landlord hereunder as of the date such failure to pay occurs, and Tenant may exercise its rights and remedies under Section 25.02 as provided in such Section.

Section 16.03 Claims Procedure.

The party entitled to indemnification under this Article XVI (the "***Indemnified Party***") shall reasonably promptly after the receipt of notice of any legal action or claim against such Indemnified Party in respect of which indemnification may be sought pursuant to this Article XVI, notify the other party (the "***Indemnifying Party***") of such action or claim. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to any such action or claim if the Indemnified Party knowingly fails to notify the Indemnifying Party thereof in accordance with the provisions of this Article XVI in sufficient time to permit the Indemnifying Party to defend against such matter and to make a timely response thereto, including any responsive motion or answer to a complaint, petition, notice or other legal, equitable or administrative process relating to the action or claim, but only in so far as such knowing failure to notify the Indemnifying Party has actually resulted in prejudice or damage to the Indemnifying Party. In case any such action or claim shall be made or brought against the Indemnified Party, the Indemnifying Party may, or if so requested by the Indemnified Party shall, assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party and which shall be reasonably competent and experienced to defend the Indemnified Party. In such circumstances, the Indemnified Party shall (a) at no cost or expense to the Indemnified Party, cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such action or claim and (b) at its own expense, have the right to participate and be represented by counsel of its own choice in any such action or with respect to any such claim. If the Indemnifying Party assumes the defense of the relevant claim or action, (i) the Indemnifying Party shall not be liable for any settlement thereof that is made without its consent, and (ii) the Indemnifying Party shall control the settlement of such claim or action; provided, however, that the Indemnifying Party shall not conclude any settlement which requires any action or forbearance from action or payment or admission by the Indemnified Party or any of its affiliates without the prior approval of the Indemnified Party. The obligations of an Indemnifying Party shall not extend to any loss, damage and expense of whatever kind and nature (including all related costs and expenses) to the extent the same results from the taking by the Indemnified Party of any action (unless required by law or applicable legal process) which prejudices the successful defense of the action or claim, without, in any such case, the prior written consent of the Indemnifying Party (such consent not to be required in a case where the Indemnifying Party has not assumed the defense of the action or claim). The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity to be present at, and to participate in, conferences with persons, including any governmental authorities, asserting any claim or action against the Indemnified Party covered by the indemnity contained in this Article XVI, or conferences with representatives of or counsel for such person.

Section 16.04 No Limitation to Insurance.

The liability of Tenant and Landlord under this Article XVI shall not be limited to the amounts of insurance specified in this Lease. Nothing in this Lease shall be construed as a waiver of Landlord's rights to assert its sovereign immunity to which it is entitled as a governmental entity.

ARTICLE XVII

OBLIGATION TO RESTORE CASUALTY DAMAGE

Section 17.01 Tenant to Restore.

(A) Notwithstanding anything in this Lease to the contrary, if the Leased Premises shall be partially or totally damaged or destroyed by fire, terrorism or other casualty (whether or not insured), and Tenant has not exercised its option to terminate this Lease pursuant to Section 17.01(D), Tenant, at its expense, shall repair the damage so as to restore the Leased Premises to at least the same condition as the Leased Premises were in immediately prior to such fire, act of terrorism or other casualty (the "***Casualty Repair Work***"). If the Casualty Repair Work exceeds Ten Million and No/100 Dollars ($10,000,000.00), (i) the general contractor and lead architect for the Casualty Repair Work shall be selected in a manner consistent with the Development Agreement, and (ii) Landlord shall have the right to engage an independent construction representative to review the Casualty Repair Work, which independent construction representative shall be at the sole cost of Landlord and shall be selected by Landlord in its sole discretion.

(B) In the event of any damage or destruction which Tenant is required to repair pursuant to the foregoing Section 17.01(A), Tenant shall proceed promptly with the work of repair and restoration and shall proceed diligently without interruption to completion, subject to reasonable delays due to adjustment of insurance.

(C) During any period beginning with the occurrence of any damage or destruction by fire, terrorism or other casualty which renders any part of the Leased Premises untenantable or unusable for the purposes for which the same is designed and intended and ending upon completion of the work of repair and restoration: (i) Tenant's cleaning, maintenance, and operations obligations under this Lease with respect to the affected portion of the Leased Premises shall be abated; and (ii) the other obligations of Landlord and of Tenant under this Lease shall abate and be suspended to an extent appropriate in light of the part, if any, of the Leased Premises being used by Tenant.

(D) If the whole or a material part of the Leased Premises shall be damaged or destroyed by fire, terrorism or other casualty, and such damage or destruction renders the Leased Premises untenantable or unusable for any length of time for the purposes for which the same is designed and intended and the same cannot, in the opinion of a mutually agreed upon independent engineer, expressed in a certificate filed with Landlord and Tenant, be reasonably restored within a period of thirty-six (36) consecutive months to the condition which existed immediately preceding such damage, Tenant may terminate this Lease by giving Landlord notice in writing of such termination within sixty (60) days following the receipt by the parties of the certificate of the mutually agreed upon independent engineer, and such termination shall forthwith become effective. Landlord will have the right to use insurance proceeds to defease the City-Supported Bonds, and the balance of the proceeds, subject to the terms of the State Agreement (as defined in the Funding Agreement), shall be the property of Tenant.

(E) In the event Tenant terminates this Lease under Section 17.01(D) due to casualty damage, Tenant shall pay any outstanding amounts still due and owed (after application of the insurance proceeds as provided in Section 17.01(D)) in connection with the City-Supported Bonds and State Funding as defined in the Non-Relocation Agreement.

ARTICLE XVIII

FORCE MAJEURE

Section 18.01 Force Majeure.

(A) Should any matter or condition beyond the reasonable control of either party such as, but not limited to, war, public emergency or calamity, fire, earthquake, flood, act of God, pandemic, epidemic, strike, lockout, work stoppage or other labor disturbance, failure of delivery of materials, parts or equipment or any governmental restriction, prevent performance of this Lease in accordance with its provisions, performance of this Lease by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. In the event of a player's union or other labor strike, lockout, work stoppage or labor dispute and during such period Tenant continues to play professional baseball games with substitute, non-regular players, then the provisions of the immediately preceding sentence shall not apply.

(B) If, as a consequence of such force majeure or during the occurrence of any Untenantability Period, the Leased Premises should be destroyed, or rendered unfit or unavailable for the purpose of this Lease, Tenant shall not be obligated to use the same but shall have the right to play its home games in any other stadium during the time such condition continues to exist; provided, however, Tenant agrees to give first consideration under such circumstances to the use of any other playing areas available in the County; but such use shall be in the sole and reasonable discretion of Tenant.

(C) The term of this Lease or of any extension period hereof shall, at Tenant's sole option, be further extended for an additional period of time equal to the full period that Tenant is prevented by such force majeure from using the Baseball Stadium. Such extension of the term of this Lease shall be upon the same terms and conditions as prescribed by Section 1.03 above.

(D) Notwithstanding the foregoing provisions of this Article XVIII to the contrary, if a "force majeure," as described above in this Article XVIII, shall occur and, as a consequence thereof, the whole or a material part of the Leased Premises shall be rendered unfit or unavailable for the purpose of this Lease, and the same cannot, in the opinion of a mutually agreed upon independent engineer expressed in a certificate filed with Landlord, be reasonably restored within a period of thirty-six (36) consecutive months to the condition which existed immediately preceding such event, Tenant may terminate this Lease by giving Landlord notice in writing of such termination within sixty (60) days following the receipt by the parties of the certificate of the mutually agreed upon independent engineer, and such termination shall forthwith become effective.

ARTICLE XIX

EMINENT DOMAIN

Section 19.01 Total Taking.

If at any time during the term hereof, as it may be extended, the whole of the Leased Premises shall be taken by the exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under the threat of exercise of the power of eminent domain, the covenants of Tenant to pay Rent and perform other obligations hereunder shall terminate as of the date that such condemning authority acquires the right to possession of the Leased Premises, this Lease shall terminate as of the date of the payment of the commissioners' award by the condemning authority (the "***Taking Date***") and Landlord and Tenant shall be entitled to assert rights of recovery from the condemning authority of the market value of their respective estates in the Leased Premises and such other damages as each may be entitled to under the law.

Section 19.02 Partial Taking.

(A) If at any time during the term hereof, as it may be extended, a part of the Leased Premises shall be taken by the exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under the threat of exercise of the power of eminent domain, and such taking renders the Leased Premises untenantable or unfit for the use contemplated herein, or materially interferes with the use and occupancy thereof by Tenant, the covenants of Tenant to pay Rent and perform other obligations hereunder shall terminate as of the Taking Date, and Tenant shall be entitled to assert rights of recovery from the condemning authority of the market value of its leasehold estate in the part taken and damages in an amount equal to the diminution in market value of its leasehold estate on the remainder of the Leased Premises, and Landlord shall be entitled to recover from the condemning authority the market value of the part taken burdened by the leasehold estate and damages in an amount equal to the diminution of the market value of the remainder of the Leased Premises burdened with the leasehold estate.

(B) If at any time during the term hereof, as it may be extended, a part of the Leased Premises shall be taken by the exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under the threat of the power of eminent domain, and such taking does not unreasonably interfere with the use and occupancy of the Leased Premises by Tenant for the purposes contemplated herein, the covenants of Tenant to pay the Rent heretofore provided shall continue uninterrupted, but this shall not impair Tenant's right, if any, to recover damages from the condemning authority as may be allowed by law.

Section 19.03 Other Provisions Regarding Condemnation.

(A) Except as provided in Section 19.02(B), if in any condemnation proceedings the condemnation commissioners make only one lump sum award for compensation and damages for the taking of all or any part of the Leased Premises, without separating the amount attributable to the market value of and damages to Tenant's leasehold estate and the amount attributable to the market value of and damages to Landlord's interest in the Leased Premises burdened by the leasehold estate, and if Tenant and Landlord are unable to agree upon a division of said award, Tenant and Landlord may assert in any said condemnation proceedings their respective claims as defined herein to said award; provided, however, if, because of the character or nature of the Leased Premises, or the special use to which they are applied, or any other reason, the concept of market value be determined not to afford Landlord or Tenant, or both, just compensation under the Constitution and laws of Missouri or just compensation under the Constitution and laws of the United States in a taking of all or part of the Leased Premises in any of the situations delineated above in this Article XIX, then in applying the terms and provisions thereof the measure of compensation adopted by the courts shall be substituted for the term "market value" wherever it appears above in this Article XIX; and provided, however, that nothing herein contained shall be deemed a waiver of the rights of either Landlord or Tenant to except to, contest or appeal from any awards rendered in such condemnation proceedings.

(B) It is understood and agreed that in the event a condemning authority, under threat of condemnation, makes an offer to purchase all or part of the Leased Premises such offer shall not be accepted unless, except as otherwise provided in Section 19.02(B), both Tenant and

Landlord consent to accept such offer; provided, however, that if this Lease is not terminated as a result of such taking, and so long as Tenant agrees to invest the sale proceeds into the Leased Premises for restoration and improvement following such sale in lieu, Tenant will have the sole right to negotiate and complete such sale in lieu without participation by Landlord regarding the valuation, but is subject to review by Landlord's bond counsel and any transfer or use of sale proceeds shall comply with any legal requirements imposed by the uses of tax-exempt bonds, and Landlord shall execute such transfer document as a legally required to transfer such portion of the Leased Premises so condemned to the condemning authority.

(C) To the extent permitted by Applicable Laws, Landlord hereby covenants and agrees that it will not institute any action to exercise the power of eminent domain with respect to the Leased Premises or any part thereof without the prior written consent of Tenant. The parties agree to work in good faith in obtaining necessary consents and property interests on any public improvement projects that would qualify for Landlord's exercise of eminent domain with respect to the Leased Premises.

ARTICLE XX

TENANT'S COVENANTS

Section 20.01 Tenant's Covenants.

During the term of this Lease and any extension thereof, Tenant hereby covenants and agrees that:

(A) it shall maintain its membership in MLB in good standing;

(B) it shall maintain a baseball team, the name and style under which Tenant's baseball club or team plays or holds its games shall be selected and determined by Tenant in its sole and absolute discretion;

(C) it shall hold, maintain, preserve and protect in full force and effect all rights necessary for the Royals to play MLB home games in the Baseball Stadium in accordance with the terms and conditions of this Lease and conforming with the MLB Rules and Regulations;

(D) it shall use its best reasonable efforts within the limits of sound business judgment to ensure the maximum receipts from occupancy of and attendance at the Baseball Stadium and the patronage of the concessions by the public, consistent with the terms of this Lease;

(E) it shall not discontinue use of any major part of the Baseball Stadium designed, intended or contemplated for use by Baseball Stadium patrons unless Landlord consents in writing to such discontinuance, such consent not to be unreasonably withheld, conditioned or delayed;

(F) neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms hereof, conflict with or result in a breach of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which Tenant is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement;

(G) it is and will continue to be a limited liability company organized and existing under the laws of the State of Delaware, is now and will remain in good standing under the laws of the State of Missouri and has and will maintain its principal office in Kansas City, Missouri; and

(H) it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, however, that Tenant may, without violating the agreements contained in this Section 20.01(H), as an adjunct of an assignment of the Royals or otherwise, consolidate with or merge into another domestic corporation (*i.e.*, a corporation incorporated and existing under the laws of one of the states of the United States of America) or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve; provided, further, in the event Tenant is not the surviving, resulting or transferee corporation, as the case may be, the surviving resulting or transferee corporation, as the case may be, assumes in writing all of the obligations of Tenant herein.

Notwithstanding the foregoing, Tenant shall have the right to modify its form of entity and state of organization, without Landlord's consent, so long as (i) all or substantially all of the assets of Tenant are transferred or assigned to such new entity, and (ii) such new entity assumes in writing all of the obligations of Tenant under this Lease and the Other Project Agreements. Tenant shall provide written notice to Landlord within thirty (30) days following any modification of its form of entity and/or state of organization.

ARTICLE XXI

LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section 21.01 Landlord's Representations and Warranties.

Landlord represents and warrants that:

(A) it is a constitutional charter city duly organized and existing under the Missouri Constitution and Applicable Laws; and

(B) it has the right and authority to lease the Leased Premises to Tenant and to fulfill all terms, covenants, agreements, provisions and conditions of this Lease to be performed by it.

ARTICLE XXII

RIGHT OF ENTRY AND INSPECTION

Section 22.01 Right of Entry and Inspection.

Landlord and its agents and representatives shall, at all reasonable times during the Term hereof during normal business hours upon not less than three (3) business days' prior written notice to Tenant (but not on event days except by prior written approval of Tenant, which shall not be unreasonably withheld, conditioned or delayed), have the right to enter into and upon any and all parts of the Leased Premises for the purpose of examining the same for any legitimate reason related to the obligations of the parties to this Lease. Notwithstanding the prior sentence, Landlord shall have the right of access, for itself, its agents, employees and contractors, to the Leased Premises in connection with an Emergency, so long as Landlord uses reasonable efforts to (i) notify Tenant by telephone of any such Emergency prior to entering the Leased Premises or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, but in no event later than one (1) day after Landlord enters the Leased Premises, (ii) minimize interference with Tenant's use and operation of the Leased Premises then being conducted in the Leased Premises pursuant to the terms of this Lease, and (iii) limit its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment. As used herein, "Emergency" shall mean exigent circumstances that necessitate Landlord accessing the Leased Premises to fulfill its obligations in this Lease.

ARTICLE XXIII

QUIET ENJOYMENT

Section 23.01 Quiet Enjoyment.

Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition of this Lease on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy its rights under this Lease with respect to the Leased Premises, as such rights are defined, set forth and limited by this Lease, without hindrance or molestation by Landlord or by any other person lawfully claiming the same by, through or under Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE XXIV

PERMITS; LAW COMPLIANCE

Section 24.01 Permits; Law Compliance.

Tenant agrees to comply with all Applicable Laws relating to its use and occupancy of the Leased Premises and to obtain at its own expense all necessary licenses and permits for the conduct of its operations hereunder; provided, however, that Tenant shall have the right to contest, in any manner provided by law, the applicability of any law or regulation.

ARTICLE XXV

DEFAULTS AND REMEDIES

Section 25.01 Tenant's Defaults and Landlord's Remedies.

(A) An event of default by Tenant shall be deemed to have occurred hereunder if:

(i) Tenant defaults in the making of any payment of Rent or of any other payment required to be made by Tenant to Landlord under this Lease on the date when such payment is due and payable and any such default continues for a period of thirty (30) days after service of a notice of default complying with the requirements hereinafter set forth; or

(ii) (a) Tenant breaches any representation or defaults in the performance or observance of any term, covenant, condition or provision of this Lease; (b) such default or breach is of a kind which is curable or remediable; and (c) such default or breach continues for a period of thirty (30) days after service of a notice of default or breach or, if the curing or remedying of such default or breach requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period, continues beyond such period following the end of the period of thirty (30) days after the service of a notice of default or breach as is reasonably necessary, taking into account unavoidable delays, to do the work required or to complete such other action as is required to cure or remedy the default or breach in question; or

(iii) Tenant defaults in the performance or observance of any term, covenant, condition or provision of this Lease and either (a) such default is not curable or remediable and is with respect to a substantial obligation of this Lease, Landlord cannot be made whole therefor by the collection of money damages and it is committed or permitted under such circumstances as to evidence a willful or negligent disregard by Tenant of its substantial obligations under this Lease, or (b) such default, in the light of prior defaults by Tenant, collectively establishes a course of conduct of willful or negligent disregard by Tenant of its substantial obligations under this Lease; or

(iv) Subject to Applicable Laws, including any section of the U.S. Bankruptcy Code, there shall be filed against Tenant (or, in the event of any assignment hereunder, then against any assignee of Tenant's rights hereunder) in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization (other than a reorganization not involving the liabilities of Tenant or such assignee) or for the appointment of a receiver or trustee of all or substantially all of Tenant's (or such assignee's) property and within one hundred twenty (120) days of such filing Tenant (or such assignee) fails to secure a discharge of such petition or the dismissal of such proceedings, or Tenant (or such assignee) files a voluntary petition in bankruptcy or insolvency or for such reorganization or for the appointment of such a receiver or trustee or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement.

(B) Anything in this Lease to the contrary notwithstanding, no event of default by Tenant shall be deemed to have occurred under this Section 25.01 until the expiration of thirty (30) days after the giving of a written notice of default notwithstanding the fact that the claimed default is not curable or remediable so that Tenant will have the opportunity to initiate judicial proceedings to determine whether the claimed default constitutes an event of default by it hereunder. In the event that Tenant in good faith commences such proceedings to contest the existence of any such default and uses reasonable diligence in prosecuting such action and complies with the final judgment of the court in such action, then Landlord shall not have any right to terminate this Lease as hereinafter provided in Section 25.01(D), but nothing herein and therein contained shall prevent a court from granting such protective orders, injunctions and interlocutory judgments as might otherwise be appropriate.

(C) Anything elsewhere in this Lease to the contrary notwithstanding, no notice by Landlord under this Section 25.01 (herein called a notice of default) shall be valid or effective unless it complies with the following requirements: (i) it shall be served within a reasonable time after Landlord acquires knowledge of the occurrence of the claimed default; (ii) it shall specify in reasonable detail the claimed default and shall specify the Article and Section, if any, of this Lease under which the default is claimed to have occurred; (iii) it shall state that if the claimed default is not cured or remedied within the applicable period, if any, specified in this Section 25.01, Landlord will have the right to terminate this Lease and all rights of Tenant thereunder; and (iv) for the purpose of determining the expiration date of any applicable period for the curing or remedying of such default, the provisions of Section 31.04 hereof shall apply.

(D) After the occurrence of any event of default by Tenant, Landlord shall have the immediate right to seek the following remedies: (a) specific performance, except that specific performance is not an available remedy where specific performance would result in Tenant's noncompliance with MLB Rules and Regulations, (b) injunctive relief, or (c) recovery of actual money damages. If Landlord wishes to proceed to seek termination of this Lease, Landlord shall be required to give Tenant a second written notice specifying such intent to terminate this Lease and all rights of Tenant thereunder and shall allow Tenant an additional period of not less than ninety (90) days after the giving of such second notice to cure such default. If Tenant fails to cure such default within such ninety (90) day period, Landlord shall have the right to deliver to Tenant notice of Landlord's election to terminate this Lease, and upon such notice this Lease shall terminate and Tenant shall then quit and surrender possession of the Leased Premises but shall be liable as provided in this Section 25.01; provided, however, that to the extent such notice is delivered during an MLB season, the date of termination shall be after the day on which the last game of such MLB season (including postseason games) has been played. Notwithstanding the foregoing, if Tenant is actively working in good faith to cure any event of default and such event of default is reasonably expected to be cured within an additional ninety (90) days beyond the ninety (90) day period provided in the preceding sentence, then Landlord shall grant to Tenant an additional ninety (90) days to cure such default prior to termination of this Lease.

(E) If the notice provided for herein has been served and the term of this Lease has ended as aforesaid, then Landlord may, without further notice, reenter and repossess the Leased Premises with or without legal process and remove all persons and property therefrom and Tenant hereby waives any notice provided by law or otherwise to be given in connection therewith. Any and all property belonging to Tenant or to anyone claiming by, through or under Tenant which may be found in the Leased Premises by Landlord upon such reentry may be handled, removed or stored by Landlord at the risk and expense of Tenant and Landlord shall not be responsible for the preservation or the safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. In addition, Landlord may commence arbitration in accordance with this Lease seeking a declaration that Landlord is entitled to summary eviction (provided, however, that to the extent such arbitration is commenced during an MLB season, any warrant of eviction obtained thereby shall not be effective until the last game of such MLB season (including postseason games) has been played).

(F) In the event of any termination of this Lease pursuant to this Section 25.01 and reentry or repossession of the Leased Premises, by summary proceedings or otherwise, Landlord shall use its commercially reasonable efforts to relet the Leased Premises or any part or parts thereof to any other person or entity, and may re-grant to any other person or entity any or all of the rights granted to Tenant under this Lease, for such term, which may be shorter or longer than the period which would otherwise have constituted the remainder of the term of this Lease, and on such other terms, covenants and conditions, including rent concessions or free rent, and may make such repairs, alterations, additions, replacements and/or decorations in and to the Leased Premises, which Landlord in its reasonable discretion, may deem advisable for the purpose of reletting the Leased Premises or re-granting the rights granted by this Lease, all without in any way releasing Tenant from liability hereunder.

(G) In the event of a breach or threatened breach of Section 7.02, Landlord shall be entitled to seek and obtain an injunction from the Circuit Court of Jackson County, Missouri or any other court of competent jurisdiction to restrain and enjoin any violation thereof and maintain a cause of action for specific performance of the covenant to play games at the Baseball Stadium. In such event it is specifically agreed by Tenant that the remedy at law of Landlord is inadequate and that Tenant shall waive entitlement to any bond in excess of $5,000,000 pending final adjudication. Upon any breach by Tenant of Section 7.02, Landlord shall have the right to invoke any remedy allowed by law or in equity, including without limitation the right to money damages, subject, however, to the provisions of Section 25.02 hereof.

(H) In the event of a breach or a threatened breach by Tenant of any other terms, covenants, conditions or provisions hereof, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, including without limitation the right to money damages, as if specific remedies, indemnity or reimbursement were not herein provided for.

(I) The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.

(J) The provisions of this Section 25.01 shall survive the termination of this Lease.

Section 25.02 Landlord's Default and Tenant's Remedies.

(A) An event of default by Landlord shall be deemed to have occurred hereunder if:

(i) (a) Landlord defaults in the performance or observance of any term, covenant, condition or provision of this Lease, (b) such default is of a kind which is curable or remediable, and (c) such default continues for a period of thirty (30) days after service of a notice of default or, if the curing or remedying of such default requires the doing of work or the taking of action which cannot with due diligence be completed in a thirty (30) day period, continues beyond such period following the end of the period of thirty (30) days after the service of a notice of default as is reasonably necessary, taking into account unavoidable delays, to do the work required or to complete such other action as is required to cure or remedy the default in question; or

(ii) Landlord defaults in the performance or observance of any term, covenant, condition or provision of this Lease and either (a) such default is not curable or remediable and is with respect to a substantial obligation of this Lease, Tenant cannot be made whole therefor by the collection of money damages and it is committed or permitted under such circumstances as to evidence a willful or negligent disregard by Landlord of its substantial obligations under this Lease, or (b) such default, in the light of prior defaults by Landlord, collectively establishes a course of conduct of willful or negligent disregard by Landlord of its substantial obligations under this Lease;

(iii) Any Targeted Tax imposed by Landlord in violation of the provisions of Section 13.02 is imposed; or

(iv) Landlord fails to pay any costs, losses, damages, expenses, liabilities and claims, suits and judgments (and all costs and expenses in connection therewith) that Landlord is obligated to pay pursuant to Section 16.02(B).

(B) Anything in this Lease to the contrary notwithstanding, no event of default by Landlord shall be deemed to have occurred under this Section 25.02 until the expiration of thirty (30) days after the giving of a notice of default notwithstanding the fact that the claimed default is not curable or remediable so that Landlord will have the opportunity to initiate judicial proceedings to determine whether the claimed default constitutes an event of default hereunder. In the event that Landlord in good faith commences such proceedings to contest the existence of any such default and uses reasonable diligence in prosecuting such action and complies with the final judgment of the court in such action, then Tenant shall not have any right to terminate this Lease as hereinafter provided in Section 25.02(C) and therein contained, but nothing herein shall prevent a court from granting such protective orders, injunctions and interlocutory judgments as might otherwise be appropriate.

(C) Anything elsewhere in this Lease to the contrary notwithstanding, no notice by Tenant under this Section 25.02 (herein called a notice of default) shall be valid or effective unless it complies with the following requirements: (i) it shall be served within a reasonable time after Tenant acquires knowledge of the occurrence of the claimed default; (ii) it shall specify in reasonable detail the claimed default and shall specify the Article and Section, if any, of this Lease under which the default is claimed to have occurred; (iii) it shall state that if the claimed default is not cured or remedied within the applicable period, if any, specified in this Section 25.02, Tenant will have the right to terminate this Lease and all obligations of Tenant hereunder; and (iv) for the purpose of determining the expiration date of any applicable period for the curing or remedying of such default, the provisions of Section 31.04 hereof shall apply.

(D) Upon the occurrence of an event of default by Landlord as described above, Tenant, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Landlord. The amount of any expense incurred by Tenant in connection with any such performance by Tenant for the account of Landlord, as well as the cost of any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered as aforesaid, shall be paid by Landlord within thirty (30) days after written demand therefor by Tenant.

(E) After the occurrence of any event of default by Landlord, Tenant shall have the immediate right to seek the following remedies: (a) specific performance, (b) injunctive relief, or (c) recovery of actual money damages. If Tenant wishes to proceed to seek termination of this Lease, Tenant shall be required to give Landlord a second written notice specifying such intent to terminate this Lease and shall allow Landlord an additional period of not less than ninety (90) days after the giving of such second notice to cure such default. If Landlord fails to cure such default within such ninety (90) day period, Tenant shall have the right to deliver to Landlord notice of Tenant's election to terminate this Lease, and upon such notice this Lease shall terminate and Tenant shall then quit and surrender possession of the Leased Premises but shall be liable as provided in this Section 25.02. Notwithstanding the foregoing, if Landlord is actively working in good faith to cure any event of default and such event of default is reasonably expected to be cured within an additional ninety (90) days beyond the ninety (90) day period provided in the preceding sentence, then Tenant shall grant to Landlord an additional ninety (90) days to cure such default prior to termination of this Lease.

(F) In the event of termination of this Lease due to default by Landlord:

(i) Tenant shall be entitled to remove from the Leased Premises any and all property belonging to Tenant or anyone claiming by, through or under Tenant which is in the Leased Premises;

(ii) To the maximum extent permitted by Applicable Laws, Landlord shall reimburse Tenant for the cost of any and all improvements paid for by Tenant in connection with the original construction on or to the Leased Premises and for the cost of any and all alterations, additions and improvements at any time thereafter made by Tenant on or to the Leased Premises, less an allowance per item computed as follows: such allowance shall represent a fractional portion of the initial cost of such item and in determining such portion the fraction shall have as its numerator the number of years that have elapsed subsequent to the completion of such improvement and shall have as its denominator the number 30; provided, however, that Landlord's total reimbursement obligation under this Section 25.02(F)(ii) shall not exceed the amount of Private Funding (as defined in the Funding Agreement) expended to pay Project Costs as of the date the final certificate of occupancy is issued for the Baseball Stadium; and

(iii) in addition to the foregoing, Tenant shall be entitled to recover from Landlord the amount of any and all damages sustained by Tenant as the result of Landlord's breach of this Lease.

(G) The rights and remedies given to Tenant in this Lease are distinct, separate and cumulative remedies and none of them, whether or not exercised by Tenant, shall be deemed to be in exclusion of any of the others or of any other rights or remedies not herein set forth that Tenant may have at law or in equity.

(H) In the event of a breach or a threatened breach by Landlord of any of the terms, covenants, conditions or provisions hereof, Tenant's primary remedy shall be specific performance or injunctive relief, and Tenant shall also have the right to invoke any other remedy allowed by law or in equity including, without limitation, the right to recover actual money damages, as if specific remedies, indemnity or reimbursement were not herein provided for. In no event shall Tenant be entitled to terminate this Lease except as expressly provided in Section 25.02(E).

(I) If this Lease is terminated because of a default by Landlord, Landlord acknowledges and agrees that Tenant will lose its ability to conduct its business, and that the termination of the Lease will result in substantial additional damages to Tenant for which Landlord will be responsible as a result of Landlord's default. In order to prevent such additional damages, Landlord and Tenant agree that, following any termination of this Lease because of a default of Landlord, Tenant shall have the right to hold over and remain in possession of the Leased Premises following the termination of the Lease (the "***Holdover Tenancy***") upon the following terms and conditions:

(i) The term of the Holdover Tenancy shall be such period of time as Tenant shall reasonably determine to be sufficient to obtain a replacement facility for the Baseball Stadium so as to continue its business operations without interruption while it makes all necessary arrangements, including the potential construction of a replacement facility for the Baseball Stadium, Tenant determines to be necessary to continue its business operations without interruption at the time of the termination of this Lease;

(ii) Except as otherwise provided herein, the Holdover Tenancy shall be upon the terms and conditions set forth in this Lease;

(iii) During the Holdover Tenancy, it is agreed that, other than life safety-related items of maintenance, repair or replacement which Tenant is obligated to perform by the terms of this Lease, Tenant shall not be required to undertake any items of maintenance, repair or replacement to or for the Leased Premises if the useful life of such maintenance, repair or replacement, determined in accordance with generally accepted accounting principles, as established by the Financial Accounting Standards Board, consistently applied, is in excess of three (3) years;

(iv) During the Holdover Tenancy, Section 7.02 of this Lease shall be null and void;

(v) During the Holdover Tenancy, Tenant shall have no obligation to perform Casualty Repair Work or to perform any other obligations of Tenant under Article XVII;

(vi) During the Holdover Tenancy, Tenant shall have no obligations under Article XIX to make any repairs, replacements, modifications, improvements or changes to the Leased Premises as a result of any exercise of the power of eminent domain;

(vii) During the Holdover Tenancy, if any entity possessing the power of eminent domain exercises or attempts to exercise the power of eminent domain that results in Tenant being unable to continue its business operations without interruption in and on the Leased Premises in substantially the same manner as it was able to carry on its business operations prior to the Holdover Tenancy, then Landlord agrees that Tenant will be entitled to recover from any condemnation award, prior to Landlord's right to receive any proceeds from such award and subject to the discretion of the court, an amount equal to all damages it incurs as a result of the loss of its ability to continue its business operations for the remainder of the original Term (had Tenant not exercised its right to terminate this Lease) as a result of such exercise of the power of eminent domain, and Landlord hereby consents to such an award of damages by the court, provided, however, any use of the condemnation award shall comply with any legal requirements imposed by the uses of tax-exempt bonds and Applicable Laws; and

(viii) During the Holdover Tenancy, Tenant shall have the right to terminate the Holdover Tenancy at any time upon thirty (30) days prior written notice to Landlord.

(J) To the fullest extent permitted by the law of the State, Landlord agrees that it will not assert the defense of sovereign immunity or governmental immunity to defeat or bar a claim for money damages, declaratory relief, or specific performance of the Landlord’s obligations brought by Tenant for breach of this Lease. This provision does not waive, and Landlord expressly reserves, (a) any defense of sovereign, governmental, or official immunity as to any tort claim; (b) any limitation on the compelled exercise of the Landlord’s legislative or appropriations authority; (c) any statutory limitation on damages; and (d) all other rights and defenses available to the Landlord at law or in equity. This provision applies only to claims for breach of this Lease and does not affect the characterization of any claim under, or the Landlord’s rights under, any other agreement.

(K) The provisions of this Section 25.02 shall survive the termination of this Lease.

ARTICLE XXVI

WAIVER OF PERSONAL LIABILITY

Section 26.01 Waiver of Personal Liability.

All obligations and liabilities under this Lease on the part of Landlord and on the part of Tenant are solely entity liabilities and each party hereby releases each and every incorporator, officer, agent, director, shareholder and member of the other party of and from any personal or individual liability under this Lease, and no incorporator, officer, agent, director, shareholder or member of Landlord or Tenant shall at any time or under any circumstances be individually or personally liable under this Lease or for any action taken hereunder by Landlord or Tenant or otherwise in connection therewith, or for or on account of any failure on the part of Landlord or Tenant hereunder.

ARTICLE XXVII

TENANT AS INDEPENDENT CONTRACTOR

Section 27.01 Independent Contractor Relationship.

Tenant shall be and remain an independent contractor with respect to all rights obtained and services performed under this Lease including, by way of enumeration and not by way of limitation, the sale of tickets and merchandise of all kinds and the performance of maintenance and repair obligations hereinabove described. Tenant agrees to provide for, and does hereby accept, full and exclusive liability for the payment of any and all contributions or taxes for social security, workers' compensation insurance, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Tenant for work performed relating to this Lease, and Tenant agrees to indemnify and save harmless Landlord from any such contributions or taxes or from liability therefor. Nothing herein contained shall make, or be construed to make, Landlord and Tenant partners of one another, nor shall this Lease be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

ARTICLE XXVIII

ENTIRE AGREEMENT; AMENDMENT; CONTINGENCIES; WAIVER

Section 28.01 Entire Agreement; Amendment; Contracts.

This Lease (including all plans, specifications, agreements, contracts and other documents and matters annexed hereto or made a part hereof by reference) and the Other Project Agreements contain all of the covenants, agreements, terms, provisions and conditions relating to the rights and obligations of Tenant and Landlord with respect to the Leased Premises hereunder. Neither Tenant nor Landlord has made or is making, and neither Tenant nor Landlord in executing and delivering this Lease, is relying upon, any warranties, representations, promises or statements by any official, agent or employee of Tenant or Landlord, except to the extent that the same may expressly be set forth in this Lease, in said plans, specifications, agreements, contracts and other documents and matters annexed to or made a part of this Lease by reference, or in the Other Project Agreements. No alteration, amendment or modification hereof shall be valid, unless (i) executed by an instrument in writing by the parties hereto with the same formality as this Lease and (ii) all necessary MLB Approvals shall have been obtained in advance thereof. Subject to the terms of this paragraph, this Lease supersedes, cancels and replaces any and all previous negotiations, arrangements, agreements and understandings, if any, between Landlord and Tenant with respect to the subject matters hereof and none thereof shall be used to interpret or construe this Lease.

Section 28.02 Contingencies.

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

(A) *Funding Agreement Contingencies*. All of the Funding Agreement Contingencies (as defined in the Funding Agreement) have been satisfied.

(B) *Development Agreement Contingencies*. All of the Development Agreement Contingencies (as defined in the Development Agreement) have been satisfied.

(C) *Acquisition of Land (Project)*. On or before December 31, 2026, (i) Tenant at its sole cost shall have acquired the Land; (ii) Tenant and Landlord shall have entered into a mutually acceptable acquisition agreement providing for the conveyance of the Land to Landlord at no cost to Landlord and obligating Landlord to enter into this Lease with Tenant (the "***Acquisition Agreement***"); and (iii) the closing under the Acquisition Agreement pursuant to its terms shall have occurred;

(D) *Non-Relocation Agreement*. On or before September 30, 2026, Tenant and Landlord shall have entered into the Non-Relocation Agreement;

(E) *MLB Approval*. All necessary MLB Approvals shall have been obtained on or before September 30, 2026; it being understood and agreed that the Tenant is not permitted to execute this Lease until all such MLB Approvals are obtained and such MLB Approvals shall not be provided unless this Lease is in compliance with all applicable MLB Rules and Regulations;

(F) *MLB Confirmation*. On or before September 30, 2026, MLB shall have provided to Landlord and Tenant written confirmation that this Lease is in compliance with all current applicable MLB Rules and Regulations;

(G) *City Council Approval*. On or before September 30, 2026, Landlord's City Council shall have approved this Lease;

(H) *Tax Matters*. On or before December 31, 2026, Tenant shall have determined, in it sole and subjective discretion, that it is satisfied with the status of the ad valorem property tax exemption and the availability of a sales tax exemption as it anticipates for the construction and operation of the Baseball Stadium; and

(I) *Acquisition of Land (Additional Development)*. On or before December 31, 2026, Tenant or an affiliate of Tenant shall have acquired fee title or a leasehold interest in such land, as reasonably determined by Tenant or an affiliate of Tenant to be necessary for the development of the Additional Development.

Section 28.03 Cooperation to Satisfy the Contingencies and Right to Terminate.

(A) *Cooperation*. Landlord and Tenant shall work together in good faith to cause the Contingencies to be satisfied prior to the applicable dates set forth in Section 28.02 above.

(B) *Right To Terminate*. If any of the above Contingencies is not satisfied on or prior to the date specified therefor in Section 28.02, either party, by written notice delivered to the other at any time after any such missed date, may elect to terminate this Lease, in which event this Lease shall be null and void. Upon any termination of this Lease, the Other Project Agreements will concurrently be terminated, null and void.

(C) *Effect of Termination*. In the event of termination of this Lease due to a failure of the Contingencies pursuant to Section 28.02 above, or if this Lease is terminated prior to December 31, 2026, because or as a result of an event described in Section 32.05: (i) neither Landlord nor Tenant shall have any claim against the other for return of or reimbursement for any amounts paid or obligations performed pursuant to the provisions of this Lease prior to its termination, and Landlord and Tenant each fully waive and release any such claim against the other to the fullest extent permitted by Applicable Laws; and (ii) except as otherwise provided herein, Landlord and Tenant shall be restored to the same position as existed prior to the execution of this Lease.

(D) *Date*. If no date is set forth or is blank in this Article XXVIII, the date of December 31, 2026 shall be deemed to be the date in such provision.

Section 28.04 Waiver.

The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election or option herein or therein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Tenant or Landlord of any covenant, agreement, term, provision, condition or option of this Lease shall be deemed to have been made unless (i) expressed in writing and signed by an appropriate official on behalf of Landlord or by an officer of Tenant and (ii) all necessary MLB Approvals have been obtained in advance thereof. Neither the payment of Rent by Tenant, nor the receipt and retention by Landlord of Rent, with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained, shall be deemed a waiver of such breach.

ARTICLE XXIX

ASSIGNMENT

Section 29.01 Assignment Prohibited.

Except as set forth in Section 29.02 below, but subject in each case to the prior receipt of all necessary MLB Approvals, this Lease may not be assigned, transferred, mortgaged or pledged by Tenant without the prior written consent of Landlord, which consent may be withheld in Landlord's absolute discretion.

Section 29.02 Exceptions.

(A) The provisions of Section 29.01 above to the contrary notwithstanding:

(i) Tenant at any time may, without Landlord's consent, assign, transfer and convey this Lease and Tenant's rights, obligations and duties hereunder to an affiliate established by Tenant to develop, own or operate the Leased Premises; provided, that Tenant shall continue to remain responsible for all its obligations under this Lease;

(ii) Tenant at any time may, without Landlord's consent, assign, transfer and convey this Lease and Tenant's rights, obligations and duties hereunder to any person, corporation, partnership, limited liability company, venture, business trust or other entity to which Tenant may sell, transfer or assign the Royals (a "***Team Sale***") so long as (a) MLB has approved such assignee or transferee in accordance with the MLB Rules and Regulations, and (b) such assignee or transferee has accepted all obligations under this Lease and has executed an assignment and assumption agreement in accordance with the requirements in Section 29.02(D);

(iii) Tenant at any time may license, sublease, assign, transfer and convey other rights to use in and to the Leased Premises to third parties for concessions, merchandising, amenities, facilities, and similar operations in the ordinary course of operating the Leased Premises;

(iv) Landlord agrees that the ownership structure pertaining to the Land, Baseball Stadium and this Lease (*i.e.*, ownership of the Land and Baseball Stadium by Landlord) will not preclude Tenant from pledging income generated by the operation of Tenant's activities at the Leased Premises in connection with any private financing obligations. Without limiting the generality of the foregoing, Tenant shall be permitted to secure any private debt issued by Tenant (or special purpose entities controlled by Tenant) with a leasehold mortgage and/or security agreement encumbering Tenant's interest in this Lease, as amended from time to time (a "***Leasehold Mortgage***") without Landlord's consent. In connection therewith, Tenant may subject the leasehold estate created by this Lease as amended from time to time, and its personal property, equipment and trade fixtures to a Leasehold Mortgage to secure financing or other obligations which Tenant may obtain or incur from time to time (the mortgagee thereunder being a "***Leasehold Mortgagee***"). In connection with any such Leasehold Mortgage, the parties acknowledge and agree as follows:

(a) Landlord will, promptly following receipt of written request therefor, provide to any Leasehold Mortgagee an estoppel certificate confirming whether or not this Lease has been amended, whether or not there are any uncured defaults under this Lease, and such other matters pertaining to this Lease as such Leasehold Mortgagee may reasonably require. In addition, Landlord will agree to provide any Leasehold Mortgagee with written notice of any defaults by Tenant under this Lease and a reasonable opportunity to cure such defaults before Landlord exercises its remedies under this Lease, and to provide any Leasehold Mortgagee with a reasonable opportunity to enter upon the Leased Premises for the purpose of removing any property of Tenant, which has been pledged as collateral to any Leasehold Mortgagee or which has been subjected to any Leasehold Mortgage. Landlord shall accept performance or payment by a Leasehold Mortgagee of any obligation of Tenant under this Lease with the same force and effect as though performed or paid by Tenant if such performance or payment is tendered within the period in which Tenant may under the terms of this Lease tender such performance or payment. Tenant shall not request or require Landlord to subordinate Landlord's fee estate in the Land or the Leased Premises.

(b) A Leasehold Mortgagee (and anyone whose title derives directly or indirectly from a Leasehold Mortgagee, including a purchaser at any foreclosure sale held under a Leasehold Mortgage and any grantee of any deed in lieu of foreclosure of a Leasehold Mortgage) may, without Landlord's consent, hold a foreclosure sale, take title to this Lease, and transfer or assign this Lease (collectively, a "***Foreclosure Transfer***"), either in its own name or through a nominee, provided any further transfer or assignment shall then be subject to the provisions of this Article XXIX. If a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an affiliate thereof, acquires Tenant's leasehold estate in this Lease by a Foreclosure Transfer, or if a Leasehold Mortgagee or a successor or assignee of a Leasehold Mortgagee, or an affiliate thereof, succeeds to the interests and obligations of Tenant under a new lease agreement as provided in Section 29.02(A)(iv)(e), then: (1) Landlord shall recognize such Leasehold Mortgagee, or successor or assignee of such Leasehold Mortgagee, or an affiliate thereof, as Tenant under this Lease, or as tenant under such new lease agreement, as applicable and (2) such Leasehold Mortgagee, or successor or assignee of such Leasehold Mortgagee, or an affiliate thereof, as Tenant under this Lease, or as the tenant under such new lease agreement, as applicable, shall have no obligation to comply (A) with or perform any non-monetary obligations under this Lease which are personal to Tenant and are not reasonably susceptible of being cured by others, or (B) with any obligations that have been fully performed or no longer apply.

(c) Landlord shall not enter into a mortgage on Landlord's fee estate without the prior consent of Tenant.

(d) No notice by Landlord shall be effective against a Leasehold Mortgagee unless Landlord has given a copy of such notice to such Leasehold Mortgagee. Tenant will provide written notice of its granting of any Leasehold Mortgage, including the notice address of any Leasehold Mortgagee, within ten (10) days after Tenant's granting of any Leasehold Mortgage.

(e) If this Lease terminates because of Tenant's event of default continuing beyond the expiration of applicable notice and cure periods or because Tenant rejects it in bankruptcy or similar proceedings, then Landlord shall upon request enter into a new lease with the most senior Leasehold Mortgagee on the same terms and with the same priority as this Lease.

(f) This Lease may not be amended, modified, changed, cancelled, waived or terminated without the consent of the most senior Leasehold Mortgagee of which Tenant has given notice to Landlord. Landlord shall not accept a voluntary surrender of this Lease without consent by the most senior Leasehold Mortgagee. Any such amendment, modification, change, cancellation, termination, waiver or surrender entered into with the consent of all Leasehold Mortgagees of which Tenant has given notice to Landlord shall bind any Leasehold Mortgagee or its successors or assigns.

(g) No Leasehold Mortgagee (or anyone whose title derives, directly or indirectly, from a Leasehold Mortgagee, including a purchaser at any foreclosure sale held under a Leasehold Mortgage and any grantee of any deed in lieu of foreclosure of a Leasehold Mortgage) shall have any personal or entity liability under this Lease unless and until (and then only so long as) it is Tenant under this Lease. Any such personal or entity liability shall be limited to the value of the liable party's interest in this Lease.

(B) For purposes of any provision of this Article XXIX, (a) the sale, conveyance, transfer, gift, disposition, assignment, pledge, mortgage, grant of a security interest in or other encumbrance upon, any stock or other ownership interest in Tenant by any present or future shareholder or interest holder shall not be covered by nor deemed, construed or interpreted as an event, occurrence or transaction prohibited by the provisions of, or requiring the consent of Landlord as described in, Section 29.01 above, unless such sale, conveyance, transfer or assignment constitutes a Team Sale.

(C) Any purported assignment, transfer or conveyance in violation of the terms of this Article XXIX shall be void and of no force or effect.

(D) No assignment, transfer or conveyance of this Lease or any interest therein shall be effective unless and until the assignee or transferee executes and delivers to Landlord an instrument, in form and substance reasonably satisfactory to Landlord, pursuant to which such assignee or transferee expressly assumes and agrees to be bound by all of the terms, covenants, conditions and obligations of Tenant under this Lease, including, without limitation, all indemnification obligations, insurance obligations, restoration obligations and all other obligations of Tenant arising under this Lease after the date of such assignment. Any such assumption shall not release the assigning Tenant from its obligations under this Lease unless Landlord expressly agrees in writing to such release. The provisions of this Section 29.02(D) shall apply to all permitted assignments under this Article XXIX, including, without limitation, any Team Sale, any assignment to a Leasehold Mortgagee or any successor thereto and any other assignment consented to by Landlord.

ARTICLE XXX

CONSENTS

Section 30.01 Consents.

No consent or approval by Landlord or Tenant permitted or required under the terms of this Lease shall be valid or be of any validity whatsoever unless the same be in writing and signed by the party by or on whose behalf such consent is executed.

ARTICLE XXXI

NOTICES

Section 31.01 Notices Generally.

Where any provision is made in this Lease for the giving of a notice or the making of a demand, such notice or demand (hereinafter in this Article collectively called a notice) shall be in writing and shall be served as provided in this Article XXXI (except that if any express provision for the giving of any notice set forth elsewhere in this Lease conflicts with any provision of this Article XXXI, such other express provision shall govern).

Section 31.02 Notices to Landlord.

All notices to Landlord shall be either delivered personally in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or by an overnight delivery service, addressed to Landlord as follows:

City of Kansas City Missouri
City Hall, 29^{th} Floor
Kansas City, Missouri 64106
Attn: City Manager

And with a copy to:

City Attorney
City Hall, 23^{rd} Floor
414 E. 12^{th} Street
Kansas City, MO 64106

or at such other address or addresses as may from time to time hereafter be designated by Landlord to Tenant by notice.

Section 31.03 Notices to Tenant.

Until Landlord is notified otherwise by Tenant, all notices from Landlord to Tenant shall be deemed to have been duly given if delivered personally in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or by an overnight delivery service, addressed to Tenant as follows:

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

With a copy to:

Stinson LLP
Attn: David W. Frantze, Esq.
Attn: Christopher B. Frantze, Esq.
1201 Walnut Street, Suite 2900
Kansas City, MO 64106

or at such other address or addresses as may from time to time hereafter be designated by Tenant to Landlord by notice.

Section 31.04 Effective Time of Notices.

All notices delivered personally shall, for all purposes, be deemed to have been given and served when so delivered. All mailed notices shall, for all purposes, be deemed to have been given and served five (5) days after being deposited in the United States mail in the manner prescribed in the Sections set out hereinbefore. All notices sent by overnight delivery service shall, for all purposes, be deemed to have been given on the next business day after delivery to such overnight delivery service.

ARTICLE XXXII

MISCELLANEOUS

Section 32.01 Dissolution of MLB.

If during the term of this Lease, as it may be extended, MLB dissolves, liquidates or ceases to exist without any successor thereto providing for the playing of professional baseball in a similar format and in which Tenant or its team is a member, then Tenant may terminate this Lease upon written notice to Landlord and thereafter neither party shall have any further duties to perform to the other hereunder. Except as otherwise specifically provided in this Lease, any other change in circumstances shall not be deemed to terminate this Lease, and the risk of such changes shall be borne by Tenant.

Section 32.02 Successors Bound.

The covenants, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and, to the extent permitted herein, assigns.

Section 32.03 Applicable Law.

This Lease is made and shall be construed and interpreted under and in accordance with the laws of the State of Missouri, without regard to its conflicts-of-law principles, except that the enforceability, interpretation, and administration of Section 32.09, including the question of whether a claim is subject to arbitration, shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. §§ 1–16.

Section 32.04 Time of the Essence.

Time is of the essence with respect to the performance of the respective obligations of Landlord and Tenant set forth in this Lease.

Section 32.05 Legal Impossibility of Performance.

If, as a result of any changes in the Constitution of Missouri or the Constitution of the United States of America or of legislative or administrative action (whether municipal, state or federal) or by final decree, order or judgment of any court or administrative body (whether municipal, state or federal) entered after the contest thereof by Tenant or Landlord, as applicable, in good faith, this Lease or any material part thereof shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Lease, either party shall have the right to terminate this Lease at any time following such occurrence by serving written notice upon the other party.

Section 32.06 Captions and Headings.

The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Lease or the scope or intent thereof, nor in any way affect this Lease.

Section 32.07 Severability.

In the event any provision of this Lease, other than implementation of the improvements under Section 3.01 or any other material benefits bargained for under this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 32.08 Execution in Counterparts.

This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Arbitration.All disputes arising under this Lease, except any injunction or action for specific performance filed pursuant to this Lease or the breach or threatened breach thereof, shall be settled by arbitration, conducted in Kansas City, Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association as follows:

(A) Arbitration will be commenced by a written demand made by Landlord or Tenant upon the other party hereto.

(B) The arbitration will be submitted to three arbitrators selected by Landlord and Tenant from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, which may include arbitrators on its Large Complex Case Panel, and who reside in the State of Missouri. In the event that an insufficient number of qualified arbitrators are available from the State of Missouri, such that Landlord and Tenant are unable to agree upon a panel of three arbitrators from said state within forty-five (45) days following the filing of the demand for arbitration, additional arbitrators will be drawn from the national list of arbitrators maintained by the American Arbitration Association from any states contiguous to the State of Missouri.

(C) Landlord and Tenant shall have the opportunity to present written evidence to the arbitrators concerning the dispute and shall be available to answer questions if requested by the arbitrators.

(D) The arbitrators will not have power to add to, modify, detract from, terminate or otherwise alter in any way the provisions of this Lease. No arbitrator may make an award of punitive or exemplary damages. The determination of the arbitrators shall be binding and not subject to appeal.

(E) Landlord and Tenant will each pay for the services of their respective attorneys and witnesses, plus one half (1/2) of the costs relating to the arbitration; provided, however, that the arbitrators shall have the right to award, in connection with their decision, costs and expenses of the arbitration to either Landlord or Tenant. Any such expenses to be paid by Landlord with respect to the arbitrators' award are subject to appropriation of funds by City Council of Landlord. Prior to the commencement of any arbitration, Landlord shall enter into an agreement with the arbitrators, which agreement shall include, among other things, a requirement for Landlord to pay its portion of the costs related to the arbitration for which Landlord is responsible under this Section 32.09(E).

(F) The decision or award of the arbitrators shall be entered with a court of competent jurisdiction and will be enforced according to the laws of the State of Missouri.

Section 32.10 No Brokers.

Tenant and Landlord each represents that it has not dealt with any brokers in connection with this Lease or any term sheet negotiated in connection therewith. Tenant and Landlord shall indemnify and hold the other and their respective trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees and agents harmless from all claims of any brokers claiming to have represented the indemnifying party in connection with this Lease.

Section 32.11 City Terms and Conditions.

Tenant shall comply with the City Required Terms and Conditions attached hereto as Exhibit D and incorporated herein by reference (collectively the "***City Conditions***" and each a "***City Condition***"); provided, however, that if at any time the City ordinance or State statute pursuant to which any City Condition is established or imposed is repealed, invalidated by court order or, in the case of any of any City Condition that is established by City ordinance, limited or prohibited by a statute enacted by the State's General Assembly, such City Condition will no longer be binding upon Tenant, and Tenant shall have no further obligation to comply with such City Condition, unless such City Condition was replaced with a new law with similar requirements, in which case Tenant shall comply with such new law.

ARTICLE XXXIII

MLB PROVISIONS

Section 33.01 Subordination to MLB Rules and Regulations.

Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by Tenant hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which Landlord is granted rights under this Lease is limited to, and nothing herein shall be construed as conferring on Landlord rights in areas outside of, the "home television territory" of the Royals, as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entity. MLB is an intended third party beneficiary of the provisions of this Section 33.01 and each other provision in this Lease that prohibits action without first obtaining MLB Approval and, in addition to their right to waive or enforce the provisions of this Section 33.01, MLB shall be entitled and have the right to waive or enforce such other provisions directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the benefit of MLB. Tenant covenants, for the benefit of Landlord, to comply with the MLB Rules and Regulations. In no event shall any such circumstance reduce

Tenant’s payment obligations under this Lease or limit Landlord’s remedies under the Non-Relocation Agreement or any related agreement, including Landlord’s right to seek injunctive relief.

Section 33.02 Exceptions.

Section 33.01 shall not require Landlord to forego any remedy to which it may be entitled for any breach of this Lease by Tenant, except that specific performance is not an available remedy where specific performance would result in Tenant's noncompliance with MLB Rules and Regulations.

Section 33.03 No Knowledge of Conflict.

Tenant represents that as of the date of this Lease, this Lease is not inconsistent with the terms of the MLB Rules and Regulations, and it is in compliance with all applicable MLB Rules and Regulations that are relevant to the transactions contemplated herein.

Section 33.04 Interpretation.

The parties agree that no interpretation of this Article XXXIII will impede the availability to Landlord of any legal right to seek damages from Tenant for the practical realization of the principal benefits reasonably intended to be provided by this Lease. For the sake of clarity, specific performance is not an available remedy where specific performance would result in Tenant's noncompliance with MLB Rules and Regulations, except for Tenant's breach of Section 7.02(B).

Section 33.05 Defined Terms.

As used in this Lease, the following terms shall have the following meanings:

"***BOC***" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"***Commissioner***" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, the Executive Council or any Person or other body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"***Executive Council***" shall mean the Major League Executive Council that is governed by the Major League Constitution, and any successor body thereto.

"***Major League Baseball***" or "***MLB***" shall mean, depending on the context, any or all of (i) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

"***Major League Baseball Club***" or "***Major League Club***" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"***Major League Constitution***" shall mean the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"***MLB Approval***" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

"***MLB Entity***" shall mean each of the BOC, The MLB Network, LLC, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

"***MLB Governing Documents***" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Major and Minor League Basic Agreements between the Major League Clubs and the Major League Baseball Players Association, (c) the Major League Rules and all attachments thereto, (d) the Amended and Restated Interactive Media Rights Agreement, effective as of January 1, 2020, by and among the Commissioner, the Major League Clubs, the BOC, MLB Advanced Media, L.P. and various other MLB Entities and (e) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2025, by and among the various Major League Clubs, the BOC, Major League Baseball Properties, Inc. and MLB Advanced Media, L.P. (and the Operating Guidelines related thereto).

"***MLB Ownership Guidelines***" shall mean the "Memorandum re: Ownership Transfers – Amended and Restated Guidelines & Procedures" issued by the Commissioner on December 11, 2023, as the same may be amended, supplemented or otherwise modified from time to time.

"***MLB Rules and Regulations***" shall mean (a) MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time, including without limitation, the MLB Ownership Guidelines and the MLB Securitization Guidelines.

"***MLB Securitization Guidelines***" shall mean, collectively, the "Memorandum re: Securitization of Major League Club Assets" issued by the BOC on November 9, 2005 and the "Memorandum re: Securitization of Major League Club Assets – Amended and Restated

Guidelines & Procedures" issued by the BOC on November 11, 2016, as the same may be amended, supplemented or otherwise modified from time to time.

"***Ownership Committee***" shall mean the Ownership Committee of Major League Baseball and any successor body thereto.

"***Untenantability Period***" shall mean the period following the determination by MLB, in a written directive, declaration or ruling addressed to Tenant (sent in good faith and not at the request of Tenant) and provided to Landlord that the condition of the Leased Premises is such that MLB prohibits the playing of "home" games at the Baseball Stadium, in each case pursuant to which a "home" game cannot reasonably be held, or reasonably be foreseen to be held, at the Baseball Stadium in accordance with MLB standards for exhibition of MLB games, as such standards may be determined and applied by MLB from time to time; provided that such standards are consistently applied without discrimination in application to the Tenant, the Royals or the Baseball Stadium.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed in as of this _____ day of _____________, 20___.

CITY OF KANSAS CITY, MISSOURI

(seal)

By: ____
Printed Name:____________________________________
Title:____

APPROVED AS TO FORM:

By: ________________________________
Printed Name:_________________________
____________ City Attorney

KANSAS CITY ROYALS BASEBALL CLUB, LLC

By: ____
Printed Name:____________________________________
Title:____

EXHIBIT A

Lease Agreement
between
City of Kansas City, Missouri
and
Kansas City Royals Baseball Club, LLC

Site Plan of Leased Premises

EXHIBIT B

Lease Agreement
between
City of Kansas City, Missouri
and
Kansas City Royals Baseball Club, LLC

Form of Supplement Required by Section 1.01

CITY OF KANSAS CITY, MISSOURI ("**Landlord**") and KANSAS CITY ROYALS BASEBALL CLUB, LLC ("**Tenant**"), hereby supplement that certain Lease Agreement, dated as of _______________ ___, 20___ (the "**Lease**"), pursuant to the terms of **Section 1.01** of the Lease in order to clarify and set forth certain dates as follows:

1. Commencement Date means ___________________, 20___.

2. Date of expiration of the Term means thirty (30) days after the last day of the MLB season (including the postseason) commencing Spring, 20___.

IN WITNESS WHEREOF, the parties have executed this Supplement this _____ day of ________, 20_____.

CITY OF KANSAS CITY, MISSOURI

By: ____
Printed Name:_______________________________________
Title:____

KANSAS CITY ROYALS BASEBALL CLUB, LLC

By: ____
Printed Name:_______________________________________
Title:____

EXHIBIT C

Lease Agreement
between
City of Kansas City, Missouri
and
Kansas City Royals Baseball Club, LLC

Form of Supplement Required by Section 2.02

CITY OF KANSAS CITY, MISSOURI ("**Landlord**") and KANSAS CITY ROYALS BASEBALL CLUB, LLC ("**Tenant**"), hereby supplement that certain Lease Agreement, dated as of _______________ ___, 20__ (the "**Lease**"), pursuant to the terms of **Section 2.02** of the Lease in order to clarify and set forth the legal description of the Leased Premises as follows:

[INSERT LEGAL DESCRIPTION]

IN WITNESS WHEREOF, the parties have executed this Supplement this _____ day of ________, 20_____.

CITY OF KANSAS CITY, MISSOURI

By: ____
Printed Name:_______________________________________
Title:____

KANSAS CITY ROYALS BASEBALL CLUB, LLC

By: ____
Printed Name:_______________________________________
Title:____

EXHIBIT D
Addendum

<u>City Required Terms and Conditions</u>

1. Records and Audit Requirements.

a. For the purposes of this Section:

1) The "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Agreement and their delegates and agents.

2) "Records" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all amendments and renewals of this Agreement. Nothing contained in this Agreement or other Definitive Document shall require or be deemed to require that Tenant's financial documents, other financial or business data or personnel records be placed in the possession of any City employee, official or agent so as to become subject to disclosure under Sections 610.010-610.115, RSMo., and City agrees that it will direct its employees, officials or agents not to retain any copy of Tenant's financial documents or other financial or business data. Records will not include any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, that Tenant is obligated or authorized to protect from disclosure under Applicable Laws.

b. Tenant shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. City shall have a right to examine or audit all Records and Tenant shall provide access to City of all Records upon ten (10) days' written notice from the City.

2. Affirmative Action. Tenant shall comply with the City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of the City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. In executing this Agreement subject to said provisions, if such conditions are triggered, Tenant warrants that it will put into place an affirmative action program and will maintain the affirmation action program in place for the duration of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Tenant's expenses, which will not exceed $50,000.00, as set forth herein. Tenant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code.

a. For the purposes of this Section, "Subcontractor" shall mean any subcontractors, affiliates, or delegates with whom Tenant subcontracts or to whom Tenant delegates any of its obligations under this Agreement.

b. In the event this Agreement exceeds $300,000.00 and Tenant employs fifty (50) or more employees, Tenant shall:

1) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Tenant has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement;

2) Submit, in print or electronic format, a copy of Tenant's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years, and if, and only if, Tenant does not possess a current certification of compliance, Tenant shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years;

3) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract; and

4) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Tenant shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

c. The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision, if applicable. If Tenant fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Tenant may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Agreement.

3. Tax Compliance. Tenant shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Agreement or any contract renewal when the total contract amount exceeds $160,000.00. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Tenant's expenses, which will not exceed $50,000.00, as set forth herein. If Tenant performs work on a contract that is for a term longer than one year, Tenant also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars ($5,000.00), Tenant shall execute and submit an affidavit, in a form prescribed by the City, affirming that Tenant does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Tenant shall attach to the affidavit documentation sufficient to establish Tenant's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of

Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Tenant may obtain additional information about E-Verify and enroll at www.dhs.gov/ files/programs/gc_1185221678150.shtm. For those enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Tenant will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Tenant shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Tenant employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Tenant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Tenant's expenses, which will not exceed $50,000.00, as set forth herein.

6. Non-Discrimination in Employment. Tenant shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Tenant shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

a. Pursuant to Section 38-104, City Code Ordinances, Tenant shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

b. Notwithstanding subsection (a), Tenant may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Tenant shall not

discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

9. Compliance with Laws. Tenant shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Tenant shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.