BASEBALL STADIUM DEVELOPMENT AGREEMENT

between

CITY OF KANSAS CITY, MISSOURI

as Landlord,

and

KANSAS CITY ROYALS BASEBALL CLUB, LLC

as Tenant,

Dated as of _____, 2026

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BASEBALL STADIUM DEVELOPMENT AGREEMENT

THIS BASEBALL STADIUM DEVELOPMENT AGREEMENT (this **"Agreement"**), is made and entered into as of _____, 2026 (the **"Effective Date"**), 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** (**"Tenant"** or **"Royals")**.

RECITALS

A. Tenant owns the professional baseball team known as the Kansas City Royals (the **"Club"**), which presently has a right to conduct professional baseball games in the greater Kansas City area.

B. Kauffman Stadium currently serves as home field facility for the Royals, and Tenant has announced that it does not intend to continue to maintain Kauffman Stadium as its home field facility beyond the term of the existing Kauffman Stadium Lease, which expires January 31, 2031.

C. Landlord and Tenant desire for Tenant to continue to operate the Club and host professional baseball games in Kansas City, Missouri 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 Major League Baseball or any successor or similar association or organization which engages in professional baseball while growing the economy of Landlord 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.

D. Tenant desires to develop certain property located in Kansas City, Jackson County, Missouri (the **"Site"**), generally located within the area depicted on the site plan attached hereto and incorporated herein by reference as **Exhibit A** (the **"Site Plan"**) as the location of the Baseball Stadium, new Team offices (the "**Team Offices**"), and the on-site infrastructure (the "**On-Site Infrastructure**") collectively the ("**On-Site Project**").

E. Landlord and Tenant anticipate additional infrastructure improvements ("**Off-Site Infrastructure**") will need to be made in support of the On-Site Project; collectively, the On-Site Project and Off-Site Infrastructure will be considered the "**Project**".

F. Tenant has agreed to manage the design, development and construction of the Project along with the parking and other related facilities and amenities and to be responsible for any cost overruns for the Project as described herein.

G. Landlord and Tenant intend for the Project to be designed, developed and constructed consistent with the Preliminary Project Program (hereinafter defined), on and subject to the terms and conditions set forth herein and in the Lease (hereinafter defined).

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

I. Landlord and Tenant have, contemporaneously with the execution of this Agreement, entered into a funding agreement (the **"Funding Agreement"**) to provide certain City funding (the **"City Funding"**).

J. Capitalized terms which are not otherwise operationally defined in the body of this Agreement or in **Article 14** below shall in all cases have the meanings ascribed to such terms in the Lease.

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, the Parties hereby agree as follows:

ARTICLE 1
GENERAL: PARTIES, TERM, RECITALS AND DEFINITIONS

Section 1.01 Landlord. Landlord is a constitutional charter city duly organized and existing under the Laws of the State.

Section 1.02 Tenant. Tenant is a limited liability company organized under the Laws of the State of Delaware and qualified to do business in the State.

Section 1.03 Development Term of this Agreement. The term of this Agreement shall commence on the Effective Date and continue until a Certificate of Completion (as defined below) for the Project has been issued or deemed issued in accordance with the terms of **Article 7**. On the date of such Certificate of Completion, this Agreement will terminate, except as to Deferred Items, if any, and those provisions which, by their terms, survive the termination of this Agreement. The period from the Effective Date until such termination shall herein be referred to as the **"Development Term"**.

Section 1.04 Definitions. Capitalized terms used in this Agreement are defined in **Article 14**, or have the meanings given them when first defined, or are defined in the Lease.

Section 1.05 Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement.

Section 1.06 Relationship of this Agreement to Lease. In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of the Lease shall control unless otherwise expressly stated herein. The fact that the Lease does not address a topic or matter covered in this Agreement shall not be considered an inconsistency.

ARTICLE 2
CONDITIONS PRECEDENT

Section 2.01 Conditions Precedent. Landlord and Tenant hereby acknowledge that this Agreement and the Parties' obligations to commence and carry out the Project are contingent upon the satisfaction or waiver of the conditions precedent set forth in **Section 2.02** below.

Section 2.02 Parties Conditions Precedent. The Parties shall not be obligated to proceed with the Project unless and until all of the following conditions precedent have been satisfied (or waived by both Parties in their sole discretion) within the time period specified in each condition precedent or, if no time period is specified with respect to a particular condition precedent, within ninety (90) days after the Effective Date:

(a) Availability of Public Funding. Pursuant to the terms and conditions of the Funding Agreement, Landlord shall have made available the City Funding for draw down by and/or distribution to Tenant.

(b) Conveyance of Site; Lease. Tenant or its Affiliate (as hereinafter defined) shall have acquired the Site and conveyed the Site to Landlord, which conveyance Landlord hereby agrees to accept, for the sum of One Dollar ($1) pursuant to a special warranty deed in mutually-acceptable form, and contemporaneous therewith, Landlord shall have leased the Site to Tenant pursuant to the Lease.

(c) Tenant's Contribution. Tenant shall have provided, subject to a non-disclosure agreement between Landlord and Tenant, which non-disclosure agreement must be satisfactory to Tenant in Tenant's reasonable discretion, evidence and documentation of Tenant's access to immediately available funds equal to or in excess of the currently projected amount of Tenant's Contribution (as defined in the Funding Agreement as "*Team's Contribution*"). Landlord and its Affiliates may review and reasonably approve such evidence of Tenant's Contribution and conditions of the non-disclosure agreement.

(d) General Contractor Agreement. (i) As provided in **Section 4.05**, a General Contractor (as hereinafter defined) shall have been selected by Tenant for the construction of the On-Site Project, and (ii) a General Contractor Agreement for the On-Site Project shall have been executed by such General Contractor and Tenant.

(e) Community Impact Partnership Agreement. Tenant and Landlord shall have executed the CIPA as referred to in **Section 12.01.**

(f) Architect/Architect Agreement. Pursuant to **Section 4.04**, an Architect for the Project shall have been selected by Tenant and an Architect Agreement shall have been executed by Tenant and the Architect, provided, however, that Landlord shall have the right to select an architect for the City-Performed Infrastructure Work and to enter into such agreements as are necessary for such architect to coordinate the design of the City-Performed Infrastructure Work with the design of the Project, which Landlord selection of an architect for the City-Performed Infrastructure Work and entering into such agreements shall not be conditions precedent.

(g) Governmental Approvals. Prior to the execution of this Agreement by Tenant, the Kansas City, Missouri governing body shall have approved this Agreement, and copies of this Agreement fully executed by Landlord shall have been delivered to Tenant for simultaneous execution by Tenant.

(h) MLB Approvals. All necessary MLB Approvals shall have been obtained on or before September 30, 2026; it being understood and agreed that the Club is not

permitted to execute this Agreement until all such MLB Approvals are obtained and such MLB Approvals shall not be provided unless this Agreement is in compliance with all applicable MLB Rules and Regulations. On or before September 30, 2026, MLB shall have provided to Landlord and Tenant written confirmation that this Agreement is in compliance with all current applicable MLB Rules and Regulations.

(i) Lease Conditions. Satisfaction or waiver of all of the applicable contingencies set forth in the Lease.

Section 2.03 Cooperation of the Parties. Landlord and Tenant shall work together in good faith and act in a commercially reasonable manner to cause the conditions set forth in **Section 2.02** above to be satisfied. Each Party shall promptly respond to a request from the other Party for information or approval so as not to cause any delay in the design or construction of the Project or the satisfaction of the above conditions. If this Agreement designates that a certain Party is responsible for a particular action or activity, such Party shall diligently proceed to satisfy its obligations.

Section 2.04 Right to Terminate. In the event that the conditions set forth in **Section 2.02** above are not satisfied on or prior to the date specified therefor (if a date is specified) or otherwise in accordance with the terms of this Agreement, either Party, by written notice delivered to the other Party at any time after any such missed date, may elect to terminate this Agreement and the Lease, in which event this Agreement, the Funding Agreement, and the Lease shall be null and void.

Section 2.05 Compliance with Laws.

(a) Compliance with Laws and Other Requirements. Tenant, to the extent required by any appropriate enforcing Governmental Authority (taking into account any variances or other deviations properly approved), and at all times throughout the Development Term, shall, in the construction of the Project, comply with: (i) all Laws applicable to the construction of the Project; and (ii) all requirements of the MLB Rules and Regulations with respect to the design and construction of the Project. For the avoidance of doubt, in the event of a conflict between the requirements of Laws and the requirements of the MLB Rules and Regulations, the requirements of Laws shall govern. All costs and expenses of Tenant in connection with its obligations under this **Section 2.05(a)** may be paid as a Project Cost.

(b) Building Compliance Procedures. The Architect Agreement shall require the Architect to comply with the reasonable and customary professional standards applicable to design of similar projects and structures in Kansas City, Missouri (the **"Building Compliance Procedures"**).

Section 2.06 Condition of the Site and Approvals. Landlord hereby represents and warrants to Tenant as follows as of the Effective Date, and will renew all of the representations and warranties set forth below to Tenant upon closing of acquisition(s) of the Site:

(a) Regulatory Approvals. Tenant shall be responsible for submitting for, applying for, and obtaining any and all Regulatory Approvals applicable to the Project,

including without limitation, zoning, platting, and building permits. Landlord shall reasonably cooperate with Tenant, the General Contractor, the Architect, and their agents and employees to expedite any and all Regulatory Approvals, provided, however, that nothing in this section shall be construed to limit Landlord's other rights of review and approval in this Agreement.

(b) Title. Provided Tenant has first conveyed (at Tenant's sole cost) marketable fee simple title to the Site to Landlord, Landlord will hold marketable fee simple title to the Site, free and clear of any liens or encumbrances and free and clear of any covenants, restrictions, easements (excepting standard utility easements) or other rights or agreements that may impact, affect or interfere with the Project and the Parties' performance of their respective duties and obligations hereunder.

(c) Environmental. Landlord has no knowledge of and makes no representations with respect to any environmental or soils condition of the Site, including without limitation, the presence of any Hazardous Materials, and has made no inspection and is not required pursuant to this Agreement to make any inspection of the Site. Landlord has no knowledge of and makes no representations with respect to whether or not the Site does or does not comply with Laws. Tenant shall conduct the necessary environmental assessments, soil testing and other inspections at the Site in order to comply with Laws, and Tenant shall, to the extent necessary to comply with Laws, provide for the abatement of any Hazardous Materials. Tenant shall Indemnify Landlord in connection with any environmental conditions and/or Hazardous Materials on the Site.

ARTICLE 3
INDEMNIFICATION

Section 3.01 Indemnification.

(a) Indemnification Obligations of Landlord. Notwithstanding anything to the contrary in the Lease, during the Development Term, Landlord shall, and to the maximum extent permitted by Laws, Indemnify Tenant and Tenant's related Indemnified Parties from and against any and all Losses incurred in connection with or arising directly or indirectly, in whole or in part, out of (i) the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which may occur on the Site to the extent solely caused by the willful misconduct or gross negligence of Landlord or its Agents, or (ii) any default by Landlord in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on the part of Landlord; provided, however, Landlord shall not be obligated under this **Section 3.01(a)** to Indemnify Tenant or Tenant's related Indemnified Parties from Losses caused by the negligence or willful misconduct of any of Tenant or Tenant's related Indemnified Parties.

(b) Indemnification Obligations of Tenant. Notwithstanding anything to the contrary in the Lease, Tenant shall Indemnify Landlord and Landlord's related Indemnified Parties from and against any and all Losses incurred in connection with or arising directly or indirectly, in whole or in part, out of (i) the death of any person or any injury, accident,

loss or damage whatsoever caused to any person or to the property of any person which may occur on the Site to the extent caused by any negligent acts or omission of Tenant or its Agents whether or not caused in part by any act or omission, including negligence, of Landlord, or (ii) any default by Tenant in the observation or performance of any of the terms, covenants or conditions of this Agreement to be observed or performed on the part of Tenant; provided, however, that Tenant shall not be obligated under this **Section 3.01(b)** to Indemnify Landlord or Landlord's related Indemnified Parties from Losses caused by the gross negligence or willful misconduct of any of Landlord or Landlord's related Indemnified Parties. Tenant's total liability to Landlord and/or Landlord's related Indemnified Parties for any Losses caused in part by the fault of Tenant and in part by the fault of Landlord or any of Landlord's related Indemnified Parties or any other entity or individual shall not exceed the percentage share that Tenant's fault bears to the total fault of Tenant, Landlord, and of their related Indemnified Parties and all other entities and individuals as determined on the basis of comparative fault principles.

(c) Waiver of Subrogation. Anything in this Agreement or the Lease to the contrary notwithstanding, it is agreed that each Party (the **"Releasing Party"**) hereby releases the other Party (the **"Released Party"**) from any liability or responsibility (to the Releasing Party or anyone claiming through or under the Releasing Party by way of subrogation or otherwise) which the Released Party would, but for this **Section 3.01(c)** have had to the Releasing Party during the Development Term resulting from the occurrence of any accident or occurrence or casualty (i) which is or would be covered by a fire and extended coverage policy (with a vandalism and malicious mischief endorsement attached) or by sprinkler leakage, boiler and machinery or water damage policy in the State of Missouri (irrespective of whether such coverage is being carried by the Releasing Party), or (ii) covered by any other casualty or property damages insurance being carried by the Releasing Party at the time of such occurrence, even if such casualty resulted in whole or in part from any act or neglect of the Released Party, its partners, officers, agents or employees; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton or premeditated action or omission of the Released Party. Each Party hereto shall, if reasonably possible, obtain a waiver from any insurance carrier with which it carries insurance covering the Site, or the contents thereof, releasing subrogation rights against the other Party. To the extent a Party is unable to obtain such a waiver, such Party shall promptly provide notice to all other Parties and the provisions of this **Section 3.01(c)** shall be inapplicable if such circumstance prevents such Party from obtaining insurance coverage.

(d) General Provisions Regarding Indemnities for Indemnified Parties. The foregoing indemnities shall include, without limitation, Attorneys' Fees and Costs, as well as the Indemnified Party's reasonable out of pocket costs of investigating any Loss.

(e) Survival. The indemnification obligations of the Indemnifying Party set forth in this Agreement shall survive the termination of this Agreement as to any acts or omissions occurring prior to such date.

(f) Additional Obligations. The agreements to Indemnify set forth in this Agreement are in addition to, and in no way shall be construed to limit or replace, any other

obligations or liabilities which an Indemnifying Party may have to an Indemnified Party in this Agreement, the Lease or under Laws.

(g) Defense. The Indemnifying Party shall, at its option, be entitled to control the defense, compromise, or settlement of any indemnified matter; provided, however, in all cases the Indemnified Party shall be entitled to participate in such defense, compromise, or settlement at its own expense. If the Indemnifying Party shall fail, however, within a reasonable time following notice from the Indemnified Parties alleging such failure, to take reasonable and appropriate action to defend such suit or claim, the Indemnified Parties shall have the right promptly to use counsel reasonably selected by the Indemnified Parties to carry out such defense, the expense of which shall be due and payable to the Indemnified Parties within thirty (30) days after receipt by Indemnifying Party of an invoice therefor. The Indemnified Party shall also be entitled to an award of its costs and expenses, including but not limited to Attorneys' Fees and Costs, in enforcing the obligations of the Indemnifying Party.

(h) Sovereign Immunity. 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 Agreement. 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 Agreement and does not affect the characterization of any claim under, or the Landlord's rights under, any other agreement.

ARTICLE 4
PROJECT OWNERSHIP, DESIGN AND CONSTRUCTION DOCUMENTS

Section 4.01 Project.Subject to the terms and conditions set forth in this Agreement and the applicable provisions of the Funding Agreement and the Lease, (a) Landlord shall own the Project for public purposes as provided herein; (b) Tenant shall manage and oversee the planning, design, development, construction, completion and making operational of the Project in accordance with the Final Project Program and this Agreement and always with the Minimum Required Project Elements included as part of the Project except as expressly set forth in this Agreement; and (c) Landlord and Tenant shall fund their respective funding commitments as required in **Article 6** hereof. Notwithstanding the foregoing, to the extent permitted by Laws and the instruments governing the issuance of the Bonds (as defined in the Funding Agreement), certain materials, equipment, fixtures and other elements of the Project that were paid for as Specific Expenses (as defined in the Funding Agreement) shall be deemed to be owned by Tenant, subject, however, to applicable provisions of the Lease regarding the use, maintenance, repair, replacement, removal or encumbrance of such items and regarding the disposition and ownership of such items upon termination of the Lease. In no event shall this **Section 4.01** be deemed to limit any rights of Tenant in and to any of Tenant's property under the Lease.

Section 4.02 Ownership of Project Plans and Data. Tenant shall own all Project architectural drawings, renderings, designs, plans and specifications (the **"Plans"**) and all intellectual property rights as set forth in **Section 4.27**.

Section 4.03 Design and Construction of Project. Tenant shall have control over the development and construction of the Project, except (i) as set forth in **Section 4.10** below, (ii) to the extent this Agreement elsewhere expressly provides for Landlord's participation in any portion of such process, and (iii) in no case shall there be any unauthorized Material Change (as defined below) in the Project nor shall the Minimum Required Project Elements be removed from the Project except as expressly permitted in this Agreement. Tenant shall be responsible for satisfying, either directly, indirectly or through contractual or other arrangements, any and all requirements of Laws applicable to the construction of the Project, including without limitation, as applicable, (i) United States Occupational Safety and Health Administration requirements (**"OSHA"**), (ii) Americans with Disabilities Act (**"ADA"**) requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age Discrimination in Employment Act requirements; and (v) any other requirements set forth in this Agreement including the Building Compliance Procedures.

Section 4.04 Architect and Engineers; Insurance. Tenant has selected Populous, Inc., a Missouri corporation (the **"Architect"**), as architect for the Project. Tenant shall enter into the agreement (the **"Architect Agreement"**) it reasonably approves for the Architect to design and oversee development and construction of the Project. Pursuant to and subject to the terms of the Architect Agreement, Tenant shall have the authority, control and rights in directing, supervising, terminating and replacing the Architect and any engineers for the Project. Tenant shall require the Architect to be contractually obligated to indemnify Tenant and Landlord and to maintain insurance (including errors and omissions coverage) for the benefit of Tenant and Landlord as additional insureds, as described on **Exhibit G** attached hereto. Each structural element of the Project shall be engineered in accordance with generally accepted engineering practices. The Project shall be designed to comply with all requirements of the MLB Rules and Regulations in effect when such design is made. Landlord and the City Manager hereby (i) acknowledge that the manager of procurement services of Landlord provided written recommendation that Landlord waive all provisions of the Code with regard to the solicitation and award of the Architect Agreement and the selection of the Architect (collectively, the **"Design Professional Solicitation Requirements"**) as such waiver is in the best interests of Landlord and (ii) acknowledge that pursuant to Ordinance #260704, the Design Professional Solicitation Requirements with regard to the solicitation and award of the Architect Agreement and the selection of the Architect were waived.

Section 4.05 General Contractor. The Parties recognize and acknowledge that Tenant intends to accomplish the construction of the Project through the engagement of a Construction Manager-at-Risk pursuant to the CMAR Process, in which event the term "General Contractor" in this Agreement shall mean the selected Construction Manager-at-Risk. The Parties recognize and acknowledge that Tenant, in Tenant's sole discretion, may change the delivery method to (collectively, the **"Alternative Delivery Methods"**): (i) the engagement of a professional construction manager through the procedures set forth in R.S.Mo. §§ 8.675 through 8.687, inclusive, with various portions of the Project actually constructed by responsible trade contractors submitting the best value bid for such work pursuant to the Competitive Bid Process and as

established by Laws; (ii) a responsible general contractor submitting the best bid for the entire Project pursuant to the Competitive Bid Process (set out below) and as established by Laws; and/or (iii) another allowable project delivery method permitted by established Laws. In the event that Tenant utilizes the method of construction set forth in subsection (i), the term "General Contractor" in this Agreement shall mean the professional construction manager described in subsection (i). In the event that Tenant utilizes the method of construction set forth in subsection (ii), the term "General Contractor" in this Agreement shall mean the general contractor selected pursuant to the process described in subsection (ii). In the event Tenant utilizes the method of construction set forth in subsection (iii), the term "General Contractor" shall mean the entity responsible to Tenant for the construction of the Project. Tenant shall, in its sole discretion, select the project delivery method(s), utilize the form of contract it reasonably approves in entering into the contract(s) with the General Contractor entities described in this **Section 4.05** (the **"General Contractor Agreement"**), and change delivery methods at any time. Pursuant to and subject to the terms of the General Contractor Agreement, Tenant shall have authority, control and rights in directing, supervising, terminating and replacing the General Contractor. Tenant shall require that the General Contractor bid out all construction packages and award such packages in accordance with the applicable terms of the General Contractor Agreement and the CMAR Process (or the Competitive Bid Process if an Alternative Delivery Method is being utilized). To the extent that any of the project delivery methods or procedures for selecting the General Contractor under this **Section 4.05** are inconsistent with the Code, Landlord and the City Manager hereby (i) acknowledge that the manager of procurement services of Landlord provided written recommendation that Landlord waive all such inconsistent provisions of the Code with regard to the solicitation and award of the General Contractor Agreement and the selection of the General Contractor (collectively, the **" General Contractor Solicitation Requirements"**) as such waiver is in the best interests of Landlord, (ii) acknowledge, agree, and find that a waiver of all such inconsistent General Contractor Solicitation Requirements with regard to the solicitation and award of the General Contractor Agreement and the selection of the General Contractor is in the best interests of Landlord, and (iii) waive all such inconsistent General Contractor Solicitation Requirements with regard to the solicitation and award of the General Contractor Agreement and the selection of the General Contractor. For the avoidance of doubt, nothing in this **Section 4.05** shall be construed to obligate Landlord to follow the General Contractor Solicitation Requirements in connection with any of its obligations under or in connection with this Agreement.

Section 4.06 Project Program; City-Performed Infrastructure Work; Preliminary Project Budget; Preliminary Project Schedule; Minimum Required Project Elements. Landlord and Tenant have approved a narrative description, general plan, program and criteria of the Project (the **"Preliminary Project Program"**), which is attached hereto and incorporated herein by reference as **Exhibit B**. Landlord and Tenant will agree upon the schedule for the City Infrastructure Funding Budget (as defined in the Funding Agreement) in accordance with the terms of the Funding Agreement. All references herein to the City-Performed Infrastructure Work shall mean and refer to those components of the On-Site Infrastructure and the Off-Site Infrastructure that Landlord is responsible to perform, at its cost, as provided in Section III.4. of the Funding Agreement. The Preliminary Project Program, together with any such changes or revisions thereto, shall be hereinafter referred to as the **"Final Project Program."** Tenant shall have the right to make changes to the Preliminary Project Program in accordance with **Section 4.18** hereof; provided, however, that no Minimum Required Project Elements (as hereinafter defined) shall be removed from the Project and Tenant shall not cause any of the quality of materials and finishes

to be incorporated into the Baseball Stadium to be less than the quality of comparable materials and finishes in MLB baseball stadiums as of the date of this Agreement, except as permitted or approved pursuant to **Section 4.18** hereof. Landlord and Tenant have approved a preliminary budget for the Project (the **"Preliminary Project Budget"**), which is attached hereto and incorporated herein by reference as **Exhibit C**. Landlord and Tenant have approved a preliminary schedule for completion of the Project (the **"Preliminary Project Schedule"**), which is attached hereto and incorporated herein by reference as **Exhibit D**, including the preliminary schedule for any City-Performed Infrastructure Work. Landlord and Tenant have approved a description and itemization of the minimum components that must be included in the Baseball Stadium as part of the Project (hereinafter the **"Minimum Required Project Elements"**), which is attached hereto and incorporated herein by reference as **Exhibit E**.

Section 4.07 Design Documents. The Preliminary Project Program will set forth a conceptual description of improvements, infrastructure, amenities and facilities to be constructed pursuant to this Agreement. Said conceptual descriptions shall form the basis for program and schematic designs, plans and specifications to be developed by Tenant and reviewed by Landlord as set forth in **Section 4.11** below (hereinafter **"Program and Schematic Designs"**) and for final designs, plans and specifications to be developed by Tenant and approved by Landlord as set forth in **Section 4.12** below (which approval shall not be unreasonably withheld, conditioned or delayed) based upon such Program and Schematic Designs (hereinafter, **"Final Designs"**). Tenant shall submit the Program and Schematic Designs to Landlord's Representative (as defined below) and the Final Designs to Landlord in accordance with this Agreement for each stage of construction as determined by the Architect and the General Contractor in a logical manner in order to facilitate the preparation and solicitation of bid packages following the CMAR Process (or the Competitive Bid Process if an Alternative Delivery Method is being utilized) by the General Contractor and/or Tenant, as Tenant determines to be appropriate or desirable; provided that for purposes of such submittals the Construction Documents (as defined below) may be organized in packages representing Program and Schematic Designs and Final Designs for each Construction Stage (each a **"Construction Stage"** and collectively the **"Stages of Construction"**). Tenant will submit to Landlord for its review the Architect's definitions or descriptions of the Construction Stages as to which the Final Designs are to be based. Notwithstanding the organization of the Project and the design thereof into Stages of Construction, Tenant shall be obligated to construct and complete all Minimum Required Project Elements and in no event shall there be any reduction in or material adverse modification to the Minimum Required Project Elements except as expressly provided herein.

Section 4.08 Control of Construction Documents. Tenant shall have the sole right and responsibility to negotiate and enter into all contracts, including all Construction Documents, necessary for the design, engineering, construction and completion of the Project; provided, however, that Tenant shall not be required to be a party to subcontracts between the General Contractor and any subcontractor or any other contractor and any subcontractor. Tenant shall provide a copy of all Construction Documents to Landlord's Representative.

Section 4.09 Construction Bonds. Prior to or simultaneously with the execution of the Final Construction Documents (as defined below) for all work done in each Construction Stage, the contractor under such Final Construction Documents must obtain a construction payment and performance bond in the total aggregate amount of the cost of all such work to be undertaken

pursuant to such Final Construction Documents in such Construction Stage to secure the full payment and performance of the entire construction and completion of such work under such Final Construction Documents for such Construction Stage (a **"Construction Bond"**); provided, however, a single Construction Bond may cover the entire aggregate costs of construction and completion of the work to be done under Final Construction Documents for more than one Construction Stage or separate sets of Final Construction Documents for more than one Construction Stage. Each Construction Bond shall (i) be in form and substance reasonably acceptable to the Parties, and (ii) be from a bonding company named in the current Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as "Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Each Construction Bond shall (i) be for the benefit of the Parties, and (ii) include a dual obligee rider acceptable to the Parties so that upon any failure of payment or performance by the contractor causing such Construction Bond to be issued, it is enforceable in accordance with its terms by Landlord, without action by Tenant, in the event there exists a Tenant Event of Default. In addition, a copy of each Construction Bond shall be immediately delivered to Landlord by either Tenant, the General Contractor or the issuer upon the execution of corresponding Construction Documents for the work to which such Construction Bond is applicable. Each Construction Bond shall be held by Tenant until a Certificate of Completion has been accepted by Landlord in accordance with the terms of **Article 7**; thereafter, each Construction Bond, if unused and not relating to any Deferred Items, shall, upon mutual written agreement of the parties, be returned to the contractor causing such Construction Bond to be issued. Any Construction Bond relating to Deferred Items shall, with the approval of Tenant, be returned to the contractor causing such Construction Bond to be issued following completion of all Deferred Items related thereto. Each Construction Bond shall be delivered to Landlord's Representative for review, and the failure of Landlord's Representative to give notice of rejection to such Construction Bond for such particular Construction Stage within fourteen (14) days of Landlord's Representative's receipt of such Construction Bond for such particular Construction Stage shall be deemed to constitute Landlord acceptance thereof. All Construction Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. The Construction Bond shall list Tenant and Landlord as obligees. All Construction Bonds shall be purchased and obtained from surety companies that are duly licensed and authorized in the State of Missouri to issue such bonds.

Section 4.10 Participation in Designing the Project and Approving the Construction Documents.

(a) In General. Landlord and Tenant agree that they will reasonably and in good faith, expeditiously and jointly cooperate with the Architect and the General Contractor in the development of the Program and Schematic Designs and Final Designs pursuant to the terms of this Agreement. In order to provide a single point of communication with the Architect, to assure that Landlord's comments with respect to design issues are fully communicated to the Architect, in recognition of the obligations of Tenant under Section I.5 in the Funding Agreement with respect to cost overruns (and the need, as a result of such responsibility, for Tenant to establish the principal direct communications link with the Architect) and in recognition of the expertise of Tenant with respect to use and design of professional sports team stadiums, Landlord hereby directs Tenant to communicate to the Architect all of Landlord's comments with respect to the

Program and Schematic Designs. Landlord agrees that all directions and instructions to the Architect shall be given solely by Tenant, and Landlord shall give any comments to the Architect through Tenant or Tenant's Representative. Notwithstanding anything herein to the contrary, Tenant is under no obligation to direct the Architect to incorporate Landlord's comments into the design unless such comment applies to a Material Change or Minimum Required Project Elements.

(b) Project Meetings. Landlord's Representative shall be given reasonable advance notice of, and shall be invited to attend, all scheduled periodic project meetings during any period of substantial planning for or construction of the Project, to update and inform Landlord's Representative as to the development, planning, design and construction of the Project. Such meetings may be conducted in person, by telephone or other remote audio/visual meeting service (e.g., Zoom, Teams, Webex, etc.).

Section 4.11 Review Process for Program and Schematic Designs. Upon approval by Tenant of the Program and Schematic Designs for any Construction Stage, Tenant shall request that the Architect submit the foregoing to Landlord's Representative in one package marked clearly with the words **"**Program and Schematic Designs for _____ [applicable stage].**"** Landlord shall have ten (10) business days following its receipt of the Program and Schematic Designs for the applicable Construction Stage, but in no event less than fourteen (14) days from its receipt of the applicable Program and Schematic Designs (hereinafter, **"Landlord's Review Period"**), to review such package, and provide any comments to the same. Landlord shall communicate its comments to the Program and Schematic Designs for any Construction Stage in writing within Landlord's Review Period. All communications from Landlord concerning the Program and Schematic Designs from Landlord shall be directed to Tenant or Tenant's Representative, and Tenant shall have full responsibility and authority for all communications with Architect except as set forth above for Landlord's Representative input to the Architect.

Section 4.12 Review and Permitting of Final Designs for Construction Stages. Upon approval by Tenant of the Final Designs for any Construction Stage, Tenant shall request that the Architect submit the foregoing to Landlord pursuant to Landlord's expedited permit review process. Concierge group shall assist with the permit review. Priority Project reviews shall be made available to Tenant, it being understood and agreed by the parties that such reviews shall (i) reduce standard review times by approximately fifty percent (50%) and (ii) be subject to standard Landlord non-expedited permit fees. Landlord shall cause its Agents to review and provide any comments to the Final Designs for any Construction Stage and to issue any necessary permits for the construction of any Construction Stage in an expedited manner pursuant to its processes.

Section 4.13 Commencement of Construction. Tenant may not begin any construction for any Construction Stage prior to receipt of all necessary permits for construction for such Construction Stage. Tenant, or Tenant's Representative, in conjunction with the General Contractor, may prepare, submit or solicit bid packages (to be bid pursuant to the CMAR Process (or the Competitive Bid Process if an Alternative Delivery Method is being utilized)) for a particular Construction Stage to third party contractors, in accordance with the terms of this Agreement.

Section 4.14 Landlord's Scope of Review. Landlord's participation in the design and development and construction of the Project, review of the Program and Schematic Designs, and review and approval of the Final Designs (the **"Landlord's Scope of Review"**) shall be limited to the following:

(a) confirming that the Project is being constructed in compliance with the Final Designs for each Construction Stage;

(b) reviewing, providing comments to, approving, and issuing permits for the Final Construction Documents package delivered for each Construction Stage pursuant to **Section 4.12**; and

(c) confirming and assuring that: (i) there has not been any unapproved Material Change as defined in **Section 4.18** and (ii) there has been no reduction in or material adverse modification to the Minimum Required Project Elements.

Section 4.15 No Liability. Landlord shall not by the fact of approving or disapproving the Program and Schematic Designs and any Final Designs for any Construction Stage incur any liability for or with respect to the quality, accuracy, compliance with Laws or the terms of this Agreement or the Lease as concern such approved Program, Schematic Designs and any Final Designs for any Construction Stage of the Project.

Section 4.16 Cooperation. To ensure that neither the design nor the construction of the Project is delayed due to delays in the delivery of responses or delays in other required actions, Landlord and Tenant shall cause their respective Agents or other parties acting on their behalf to respond in an expeditious manner to all submissions and requests by the other Party, the Architect, the engineers, or the General Contractor.

Section 4.17 Representatives' Authority and Obligations. Except for any requested modifications to the Minimum Required Project Elements or other Material Change which requires approval as set forth in **Section 4.18**, Landlord and Tenant hereby authorize Landlord's Representative and Tenant's Representative, respectively, to render the decisions and approvals set forth in this Agreement and Landlord and Tenant hereby agree that (i) they shall be bound by such decisions or approvals of their respective Representative, and (ii) each Party may rely on such approvals or decisions of the other Party's Representative. However, by performing the functions described in this Agreement, the Representatives shall not, and shall not be deemed to, assume the obligations or responsibilities of the Architect, or the General Contractor, whose respective obligations pursuant to their respective agreements with Tenant, shall not be affected by the Representative's exercise of the functions described in this Agreement. No approval by Landlord's Representative shall serve to modify the responsibility of Tenant to comply with applicable Laws.

Section 4.18 Scope and Value Engineering Changes. If so required by Tenant, to cause the Project to substantially match the funds available to Tenant for the implementation of the Project, Tenant may make, without the approval of Landlord (except as stated below), scope or "value engineering" changes in the Project; provided, however, that (A) such changes will not cause the Project to be constructed in a manner that would result in the quality of materials and finishes to be incorporated into the Baseball Stadium to be less than the existing quality of

comparable materials and finishes in MLB baseball stadiums as of the date of this Agreement, (B) the substitute materials are approved by the Architect as being substantially equivalent, as to the quality of materials and finishes, as not less than the existing quality of comparable materials and finishes in MLB baseball stadiums as of the date of this Agreement; and (C) none of such changes cause the scope of the Project to be less than the Minimum Required Project Elements (each such change prohibited being referred to hereinafter as a **"Material Change"**). Any Material Change described in (A) or (B) above must first be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed and, if Landlord does not deliver written notice of disapproval to Tenant (or other requesting party) (specifying in detail the reasons for such disapproval) within ten (10) business day**s** after written notice to Landlord from Tenant's (or other requesting party's) action in question, such action shall be for all purposes deemed approved. Any Material Change described in (C) above must first be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed.

Section 4.19 Scope of Tenant Submissions of Construction Documents. Except as otherwise provided in **Section 4.18**, each of the Construction Documents relating to successive Stages of Construction is intended to constitute a further design evolution and refinement from the previous stage, and each shall be consistent with the prior stage and shall incorporate conditions, modifications and changes required for prior approvals by Landlord's Representative, acting within Landlord's Scope of Review, in connection with review of the Construction Documents. The **"Final Construction Documents"** shall include all drawings, specifications and documents necessary for the Project to be constructed and completed in accordance with this Agreement, together with a copy of the contract or contracts (including the General Contractor Agreement, if available) between Tenant and any third party to provide services described in the Final Construction Documents for such particular Construction Stage.

Section 4.20 Changes in Final Construction Documents. Tenant shall have the right to issue construction changes to the General Contractor during the course of construction of the Project; provided, however, that construction changes that constitute a Material Change shall be subject to prior written approval as provided in **Section 4.18**.

Section 4.21 Process for Processing Changes in Final Construction Documents. Tenant shall provide to Landlord's Representative copies of all executed and final change orders, change directives and similar documents of construction changes. In the event that a proposed construction change or series of construction changes would constitute a Material Change, Tenant shall submit a written explanation of such change or series of changes to Landlord's Representative (in one package marked clearly with the words **"Requested Material Change"**) no less than ten (10) business days prior to the implementation of such change or changes, together with an explanation as to (i) the effect of such construction change or series of changes on the Project Costs in the event that such construction change or series of changes is implemented, and (ii) the impact of such proposed construction change on the overall design and/or operations of the Project. Any Requested Material Change shall be subject to prior written approval in accordance with **Section 4.18** hereof.

Section 4.22 Construction Change Disputes. In the event of a construction change or changes which are approved by Tenant pursuant to **Section 4.20** above without the consent of Landlord that by itself or when viewed in total constitute a Material Change, Tenant shall take

such corrective action or actions as are required to complete the Project as if such construction change or changes which were not approved by Landlord pursuant to **Section 4.21** above had not been made.

Section 4.23 As-Built Documents. Tenant shall furnish the Landlord's Representative and Landlord a fully updated set of as-built plans, specifications and an ALTA as-built survey with respect to the Site within one hundred eighty (180) days after Completion of the Improvements. As used in this **Section 4.23**, the term **"as-built plans and specifications"** means a fully updated set of as-built record drawings prepared during the course of construction, including without limitation, the Plans. If Tenant fails to provide such as-built plans and specifications to the Landlord's Representative and Landlord within such period of time, the Landlord's Representative or Landlord after giving notice to Tenant shall have the right, but not the obligation, upon prior written notice to Tenant and Tenant's failure to respond within thirty (30) days after such notice, to cause the preparation by an architect of such party's choice of such final as-built plans and specifications, and be reimbursed out of the Project Fund (as defined in the Funding Agreement) for such costs as a Project Cost.

Section 4.24 Permits and Inspections. Tenant shall ensure that its contracts with the Architect and the General Contractor require each of them to obtain (and contractually obligate their subcontractors to obtain) all necessary permits, licenses, inspections and approvals required by Laws in connection with the construction of the Project and all other permits or approvals (if any) issued by Governmental Agencies, to the extent required by Laws.

Section 4.25 General Contractor Assurances. Prior to commencement of construction for any Construction Stage, Tenant shall require the General Contractor to furnish to Landlord evidence of the performance and payment bonds, indemnification and insurance required to be provided by the General Contractor. Tenant may, in its sole discretion, elect to provide the insurance required hereunder but may not self-insure except as permitted pursuant to the Lease.

Section 4.26 Procurement of Construction Materials. At Tenant's request, Landlord shall use its reasonable best efforts to provide to Tenant such documentation as may be necessary to permit Tenant to purchase goods and services for the Project without payment of any applicable sales and use taxes.

Section 4.27 Intellectual Property Rights. Except as set forth in the Lease, the Parties agree that ownership of all names, trademarks, service marks, trade dress, logos and slogans used for or in association with the On-Site Project; all depictions, likenesses, images or other identifiers of the On-Site Project or areas in the On-Site Project; all merchandizing rights in association with the On-Site Project; as well as all trademark, copyright and other proprietary rights in the same and all rights to protect, enforce and license any or all of the foregoing (the **"Identity Rights"**) shall be owned by Tenant. Further, to the extent required, Landlord further hereby grants to Tenant a royalty-free exclusive license, with the right of sublicense, during the Development Term, to use the Identity Rights for any and all purposes, including for commercialization and merchandizing purposes and to retain all proceeds therefrom, subject to the terms of the Lease. Landlord shall have the limited right to use the Identity Rights for non-commercial purposes, subject to the prior written approval of Tenant, which Tenant may reasonably withhold or condition.

Section 4.28 Changes to Preliminary Project Schedule; Final Project Schedule. Tenant shall submit to Landlord's Representative for review in connection with each Construction Stage and during the course of construction, any material revisions or changes to the then-current Preliminary Project Schedule; provided, however, that in no event may Tenant change the outside completion date of March 30, 2031 (subject to Force Majeure), without Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's approval shall not be required for any changes to the Preliminary Project Schedule resulting from delays in site acquisition, events of Force Majeure or lack of availability of the Public Funding or other public financing. Prior to commencement of the final material Construction Stage, Tenant shall prepare and submit to Landlord's Representative for review a final schedule for the Project (the **"Final Project Schedule"**), which shall consist of any updates to and revision of then-current Preliminary Project Schedule, including the final schedule for any City-Performed Infrastructure Work. Landlord shall have a consent right, which consent will not be unreasonably withheld, conditioned or delayed, over the Final Project Schedule if and to the extent the Final Project Schedule makes any changes to the scope, timing or any other element of the City-Performed Infrastructure Work.

ARTICLE 5
DEVELOPMENT OF THE SITE; TENANT AND LANDLORD OBLIGATIONS

Section 5.01 Tenant's Development Obligations.

(a) In General. Tenant may not perform, prior to the satisfaction of the conditions set forth in **Section 2.02** hereof, any demolition, excavation or construction work except at Tenant's sole cost and risk; provided that upon satisfaction of the conditions set forth in **Section 2.02** hereof, any costs incurred by Tenant prior thereto shall be Project Costs with the Public Share thereof reimbursable or payable pursuant to a Requisition as provided herein. If Tenant desires to proceed with such work, Landlord may require such insurance, bond, guaranty and/or indemnification requirements, as Landlord determines, in its sole but reasonable discretion, are appropriate to protect Landlord's interests. Landlord agrees that Tenant may, in Tenant's sole discretion, satisfy any or all of the insurance requirements set forth herein by procuring insurance from or through MLB's League-wide insurance programs.

(b) Management of Construction. Tenant shall manage the construction of the Improvements on the Site, all in the manner set forth in this **Article 5** and the Final Project Program, and shall complete the Project on or prior to March 30, 2031, subject to timely satisfaction of the conditions described in **Section 2.02** and subject to Force Majeure. Subject only to the express terms of this Agreement and the provisions of Laws and permitting requirements, Tenant and the General Contractor shall determine construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the work on the Project. Tenant shall cause the General Contractor to provide and pay for all materials utilized in the work in compliance with the General Contractor Agreement and the CMAR Process (or the Competitive Bid Process if an Alternative Delivery Method is being utilized), including Construction Materials if purchased pursuant to **Section 4.26** above.

(c) Demolition, Alteration and Additions – Hazardous Materials. With respect to any existing structures and improvements, or parts thereof, which are required to be demolished for the Project, Tenant shall cause all such existing structures and improvements to be inspected for lead, asbestos and other Hazardous Materials by a qualified inspector prior to such demolition. If any friable asbestos-containing materials are identified, Tenant shall give written notice thereof to Landlord and Tenant shall implement before demolition adequate abatement practices in accordance with all applicable Hazardous Materials Laws and Regulatory Approvals and otherwise perform any Remediation of any Hazardous Materials found above and below ground in such existing structures or improvements in connection with construction of the Project if such Remediation is legally required by the applicable Governmental Authority. In connection with construction of the Project, Tenant shall be solely responsible for removing and properly disposing of any and all asbestos containing materials, lead-based paint or lead-containing building materials, PCB-containing equipment or any other Hazardous Materials within such existing structures and improvements in accordance with all applicable Hazardous Materials Laws and Regulatory Approvals, subject to reimbursement as a Project Cost. Consistent with **Section 2.06(c)** of this Agreement, Landlord shall have no responsibility for any Remediation of Hazardous Materials required by Laws at the Site.

Section 5.02 Landlord's Obligations. The parties hereby agree that Landlord shall perform the following as a part of the following **"Landlord's Obligations"**, each of which shall be completed in accordance with then-current Preliminary Project Schedule, and paid as Project Costs except as specifically stated below:

(a) Utilities. Landlord, without any cost responsibility except as provided in the Funding Agreement, shall reasonably cooperate with Tenant (including the obtaining of Regulatory Approvals) with respect to relocating or constructing utilities as directly required by the Project, which are required to be relocated or constructed as a result of the Project or as necessary to provide utility service to the Project.

(b) Demolition of Existing Improvements. Landlord, without any cost responsibility, shall reasonably cooperate with Tenant (including the obtaining of Regulatory Approvals) with respect to Tenant's demolishing of existing structures and other improvements, or parts thereof that are required to be demolished for the Project.

(c) Traffic Improvements. Landlord, without any cost responsibility except as provided in the Funding Agreement, shall reasonably cooperate with Tenant (including the obtaining of Regulatory Approvals) with respect to any improvements to Landlord's or State's streets and/or the highway system which are required to be completed and constructed as part of the Project.

(d) Infrastructure. Landlord, without any cost responsibility except as provided in the Funding Agreement, shall reasonably cooperate with Tenant (including the obtaining of Regulatory Approvals) with respect to the completion and construction of the Infrastructure as part of the Project.

(e) City-Performed Infrastructure Work. Landlord shall complete any and all City-Performed Infrastructure Work in substantial compliance with the Final Project Schedule. To ensure that the construction of the Project is not delayed, if Landlord fails to perform any City-Performed Infrastructure Work in substantial compliance with the Final Project Schedule, then Tenant shall provide written notice for the Landlord to cure such failure within five (5) days. If, subject to Force Majeure, Landlord has not cured such failure within five (5) days after receipt of such notice from Tenant, Tenant may perform any or all of the City-Performed Infrastructure Work and Landlord shall reimburse Tenant for all commercially reasonable costs associated with Tenant's performance of the City-Performed Infrastructure Work not timely completed due to Landlord's delay.

Section 5.03 Construction Schedule. Tenant shall commence, prosecute and complete all construction and development of the Improvements and complete the Project, subject to Force Majeure, in accordance with the Final Project Schedule, or within such extension of time as Landlord may reasonably grant in writing or as otherwise permitted by this Agreement, subject to Force Majeure. Once commenced, Tenant shall not abandon, suspend or unreasonably delay the Project in accordance with the Final Project Schedule without prior written consent of Landlord.

Section 5.04 Insurance Requirements.

(a) In General. During the Development Term, Tenant shall require the Architect and General Contractor to maintain the insurance described on **Exhibit F** and **Exhibit G**, respectively.

(b) Insurance as a Tenant Project Cost. Any insurance maintained by Tenant, the Architect or the General Contractor under this **Section 5.04**, shall be reimbursable as a Project Cost.

(c) Indemnity. Except as expressly stated herein or as provided by Laws, the indemnification requirements under this Agreement shall in no way be limited by any insurance requirements under any such agreements and the costs of satisfying such requirements shall not be a Project Cost.

Section 5.05 Landlord Rights of Access. Landlord shall have the following rights in connection with access to the Site:

(a) Landlord and its Agents, including Landlord's Representative, will have the right of access to the Site (upon reasonable prior notice (which may be orally conveyed to Tenant's Representative) except in emergency situations or in situations in which, under Laws, Landlord is authorized generally to access construction sites without advance notice for the purpose of enforcing Laws) to the extent reasonably necessary to carry out Landlord's respective rights and responsibilities under this Agreement, and for Landlord to verify that Tenant is fulfilling its obligations under this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Additionally, from time to time, Landlord's Representative shall have the right during the Development Term (upon reasonable prior notice (which may be oral) except in emergency situations or in situations in which, under Laws, Landlord is authorized generally to access

construction sites without advance notice for the purpose of enforcing Laws) to enter onto the Site to review the Project and the status of construction of the Project and compare whether such construction is in substantial compliance with the Final Designs and the Construction Documents for the applicable Construction Stage and all Laws and Regulatory Approvals. In the event Landlord's Representative discovers any such noncompliance with any of the above which either (i) falls under or fell under Landlord's Scope of Review or (ii) would cause a non-compliance with the terms of this Agreement, Landlord's Representative shall inform Tenant's Representative of such noncompliance. Upon Landlord's Representative's notification to Tenant's Representative regarding such noncompliance, Landlord's Representative and Tenant's Representative shall jointly review the issue and if both parties reasonably agree that there is such a noncompliance with any of the above, Tenant shall immediately take all steps to cause the construction of the Project to comply with all of the above in accordance with this Agreement, and shall deliver to Landlord in writing within ten (10) days after the parties have agreed on the nature and scope of the noncompliance(s), a detailed plan and anticipated timeframe for correction thereof; and, subject to Force Majeure, all corrections shall be completed within a reasonable timeframe, but in no event less than thirty (30) days. In the event that Landlord's Representative and Tenant's Representative do not agree that the issue results in such a noncompliance with any of the above, then Landlord's Representative may request a meeting with Tenant, Tenant's Representative, the Architect, the engineers, and/or the General Contractor, which parties must attend (in person, by a virtual platform (via Zoom, Teams, WebEx, etc.) or by telephone) at a mutually agreeable time to discuss the issue. In the event that Landlord's Representative, after such consultations, still reasonably believes there is a noncompliance with respect to the issue, Tenant shall correct such matter or Tenant may seek to resolve the matter through Expedited Dispute Resolution under **Section 11.06**.

(b) Landlord and its Agents shall comply with all safety and identification requirements, including any site specific training and certification established by the General Contractor (specifically including without limitation obtaining any identification or access badges in accordance with any access control program), it being recognized that construction sites present inherent risks of injury, particularly to visitors not familiar with conditions on the Site, and Landlord shall, to the extent permitted by Laws, Indemnify the Indemnified Tenant Parties against any Loss resulting solely from any injury or property damage resulting from the actions of Landlord or its Agents during such entry upon the Site pursuant to the provisions of this Section. Tenant may prohibit access to portions of the Site that are unsafe. Under no circumstances shall Landlord or its Agents issue any instructions or directives to supervisors, laborers or other persons on the Site; all such instructions and directives shall be given solely to Tenant or Tenant's Representative; provided, however, nothing contained in this Section shall be construed to prohibit Landlord's Representative from notifying Tenant or Tenant's Representative of any breach of this Agreement by Tenant, its Architect or contractors; and provided further that nothing herein is intended to grant any independent right, not otherwise created pursuant to this Agreement or Laws, to issue any instructions or directives to Tenant or Tenant's Representative.

Section 5.06 Construction Signs and Barriers. Tenant shall contractually require General Contractor to provide appropriate construction barriers and construction signs and post the signs on the Site during the period of construction. The size, design and location of such signs and the composition and appearance of any non-moveable construction barriers shall be in compliance with all Laws. In addition, Landlord shall have the right to direct the posting of Landlord's standard public improvement signage at locations reasonably acceptable to Landlord and Tenant. Except as set forth in the prior sentence, Tenant shall have sole discretion to approve promotional, vendor and other marketing signage on the construction barriers and other marketing opportunities on or about the Site.

Section 5.07 Damage and Destruction. If at any time between the commencement of construction of the Project and the end of the Development Term, a fire or other casualty damages or destroys the Site or any Improvements, or any portion of the Site or Improvements, the applicable provisions of the Lease shall control, but in any event Tenant shall be entitled to draw the proceeds of the insurance for such damage or destruction and the parties shall mutually agree to an extended completion date for the Project and any adjustments to the Project Costs which may be necessary due to insufficient insurance proceeds. Upon the Parties' mutual agreement on an extended completion date and adjustment to Project Costs (if applicable), which the parties agree to negotiate in good faith, Tenant shall remain obligated to complete construction of the Improvements as set forth herein.

Section 5.08 Construction Staging. If, at any time during the Development Term, Tenant needs staging areas on other Landlord property that Landlord reasonably determines is available for such purpose, Tenant shall obtain permission to enter from Landlord on terms and conditions as are mutually and reasonably acceptable to the Parties, including such insurance, surety and indemnification requirements as Landlord may determine are appropriate for such entry.

ARTICLE 6
FINANCING OF THE PROJECT

Section 6.01 Project Costs. All costs of the Project (the **"Project Costs"**) shall be paid by Tenant pursuant to the terms of the Funding Agreement. Neither Tenant nor any Affiliate of Tenant shall be paid any development fee, construction management fee, administrative fee or similar payment related to the Project and no such payment may be included in the Project Costs.

ARTICLE 7
COMPLETION

Section 7.01 Substantial Completion. The Project shall be considered **"Substantially Complete"** (or **"Substantial Completion"** has occurred) if all material aspects of the Project (excluding "punch list" type items, landscaping or exterior finishes (to the extent that such finishes cannot be applied due to weather conditions or would be damaged during the course of subsequent construction) and hereinafter referred to as **"Deferred Items"**) have been completed in accordance with the approved Final Construction Documents. Substantial Completion, subject to Force Majeure, shall be achieved not later than March 30, 2031. If Tenant fails to achieve Substantial Completion in accordance with this **Section 7.01** for any reason other than Force Majeure or Landlord's breach of this Agreement, the parties acknowledge and agree that Landlord would

suffer substantial and irreparable damages, the exact amount of which would be difficult or impossible to determine. As such Tenant shall pay Landlord, as liquidated damages, $35,000.00 per day for every day beyond March 30, 2031 (or such other date extended by Force Majeure) until Substantial Completion has been achieved.

Section 7.02 Hosting of Sporting Events Prior to Substantial Completion. Notwithstanding the provisions of **Section 7.01** above, to the extent that an applicable Improvement has satisfied all applicable fire and safety codes and received at least a Temporary Certificate of Occupancy, Tenant may, pursuant to and under the provisions of the Lease, commence hosting sporting events, concerts and other events within such Improvement(s) (together with concession sales at the Project) prior to the occurrence of Substantial Completion.

Section 7.03 Effect of Substantial Completion; Certificate of Completion. Upon issuance of permanent certificates of occupancy for all elements of the Project, this Agreement shall terminate, except for completion and payment provisions of this Agreement regarding any Deferred Items and other provisions to survive such terminations and except for provisions which otherwise expressly survive the termination of this Agreement. Upon completion of all Deferred Items, Landlord and Tenant will execute an instrument (the **"Certificate of Completion"**) confirming the termination of this Agreement upon the written request of either Party.

ARTICLE 8
ENCUMBRANCES AND LIENS

Section 8.01 No Mortgage.

(a) No Mortgage of Fee. Tenant may not under any circumstance engage in any financing or other transaction creating any mortgage, lien or other encumbrance on Landlord's fee interest, in the Site, the Improvements or any other physical portion of the Project, except as set forth in the Lease.

(b) Effect of Unpermitted Mortgage. Any mortgage, encumbrance or lien not permitted by this Article is a violation of this covenant on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

(c) Contests. Tenant will be permitted to contest the validity or amount of any tax, assessment, encumbrance or lien and to pursue any remedies associated with such contest; provided, however, such contest and pursuit of remedies does not subject the Site or any portion thereof to forfeiture or foreclosure type sale.

ARTICLE 9
FURTHER ACTIONS; REASONABLENESS AND COOPERATION BY PARTIES; TIME FOR CERTAIN ACTIONS

Section 9.01 Further Actions. Each Party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other Party to carry out the provisions of this Agreement.

Section 9.02 Reasonableness and Cooperation by Parties. Except where expressly stated to be in a Party's sole discretion, or where it is stated that a Party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a Party must give its consent or approval to actions or inactions by the other Party or a third person in connection with this Agreement, unless otherwise required by Laws, such consent or approval will not be unreasonably withheld, conditioned or delayed nor will any other determinations which must be made by a Party in the course of performing and administering this Agreement be unreasonably made. Except as otherwise stated in this Section, the Parties each also agree to cooperate with and reasonably assist each other in good faith in carrying out the provisions of this Agreement.

Section 9.03 Time for Certain Actions. If no time period is set hereunder for a Party to approve or consent to an action or inaction by the other Party or a third person, such approval shall be given or affirmatively withheld in writing within ten (10) business days after it is requested in writing or it shall be deemed given.

ARTICLE 10
ASSIGNMENT AND TRANSFER

Section 10.01 Prohibition Against Transfer of the Agreement. Except as allowed in **Section 8.01**, Tenant may not sell, convey, assign, transfer, alienate or otherwise dispose of all or any of its interest or rights in this Agreement, including any right to develop the Site or otherwise do any of the above or make any contract or agreement to do any of the same (**"Transfer"**), without in each instance obtaining the prior written approval of Landlord and the prior receipt of all necessary MLB Approvals; provided, however, that assignments, transfers and conveyance as described in Section 29.02 of the Lease shall not constitute a Transfer.

Section 10.02 Effect of Violation.

(a) Event of Default. Any Transfer made in violation of **Section 10.01** shall be void, and shall constitute a Tenant Event of Default if such Transfer is not rescinded upon notice by Landlord pursuant to **Section 11.01(h)**.

(b) No Release of Obligation. Except as expressly provided in the Lease or by the specific written approval of Landlord, which Landlord may give or withhold in its sole discretion, no Transfer will relieve Tenant from any obligations under this Agreement.

(c) Transfer by Landlord. Landlord may only transfer its interest in and to its interests or rights under this Agreement to any Person to whom Landlord may assign its rights under the Lease as provided for in the Lease.

ARTICLE 11
DEFAULTS, REMEDIES AND TERMINATION

Section 11.01 Tenant Default. The following constitute a **"Tenant Default"**:

(a) subject to Force Majeure: (i) Tenant fails to complete the Project in accordance with the Final Project Schedule (subject to Tenant's right to revise the same in

accordance with **Section 4.28** hereof) and the Final Project Program; or (ii) Tenant abandons or substantially suspends construction of the Project for more than fifteen (15) consecutive days contrary to **Section 5.03** of this Agreement and any such failure, abandonment or suspension continues for a period of ten (10) days from the date of written notice from Landlord as to failure to pursue construction, abandonment, suspension, or failure of completion.

(b) Tenant fails to (i) pay any amount or amounts (including, but not limited to, payment for Project Cost Overruns) required to be paid under this Agreement at any time when due, and any such failure continues for fifteen (15) business days following written notice from Landlord to Tenant; provided, however, that Tenant shall have the right to contest the amount or propriety of any amounts due to Landlord hereunder in accordance with **Section 11.06** hereof, or to contest the amount or propriety of any amounts due to any third party so long as Tenant shall provide to Landlord assurances reasonably acceptable to Landlord for the payment of such amounts upon the completion of such contest.

(c) Tenant files a petition for relief, or an order for relief is entered against Tenant, in any case under applicable bankruptcy or insolvency law, or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings are not dismissed or stayed within sixty (60) days;

(d) a writ of execution is levied on Tenant's interest in this Agreement which is not released within sixty (60) days, or a receiver, trustee or custodian is appointed to take custody of all or any material part of the property of Tenant, which appointment is not dismissed within sixty (60) days;

(e) Tenant makes a general assignment for the benefit of its creditors;

(f) Tenant fails to maintain or to contractually obligate its Architect or General Contractor to maintain insurance required pursuant to **Section 5.04**, or fails to deliver certificates as required pursuant to that Section, and such failure continues for thirty (30) days following written notice from Landlord to Tenant;

(g) without limiting any other provisions of this Section, Tenant violates in a material respect any other covenant, or fails to perform any other obligation to be performed by Tenant under this Agreement at the time such performance is due, and such violation or failure continues without cure for more than thirty (30) days after written notice from Landlord specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30) day period, if Tenant does not within such thirty (30) day period commence such cure, or having so commenced, does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter; or

(h) there shall occur a Transfer in contravention of **Article 10** that is not terminated or rescinded within thirty (30) days of notice by Landlord to Tenant.

Notwithstanding anything to the contrary herein, it is agreed that, except as otherwise expressly set forth herein or in the Other Project Documents (as defined in the Lease), no default under any of the Other Project Agreements shall constitute or be deemed to be a

default under this Agreement. None of the Other Project Agreements are incorporated into or otherwise a part of this Agreement.

Section 11.02 Cure Rights of Tenant and Remedies of Landlord.

(a) Initial Tenant Default Notice and Cure. If a Tenant Default shall occur under **Sections 11.01(a), (b), (f), (g) or (h)** (collectively, an **"Initial Tenant Default"**), then Landlord shall, after delivery of written notice and expiration of the applicable cure period provided under the applicable subsection of **Section 11.01**, send written notice (an **"Initial Tenant Default Notice"**) to Tenant and any Leasehold Mortgagee that such Initial Tenant Default has occurred and Tenant shall have ten (10) business days from and after such Initial Tenant Default Notice to cure such default (the **"Initial Tenant Default Cure Period"**).

(b) Tenant Event of Default. If an Initial Tenant Default shall have occurred and not been cured by either Tenant or any Leasehold Mortgagee within the Initial Tenant Default Cure Period, then such failure to cure an Initial Tenant Default shall constitute an **"Uncured Tenant Default"**. The occurrence of an Uncured Tenant Default or a Tenant Default under any of the **Sections 11.01(c), (d) or (e)** shall constitute a **"Tenant Event of Default".**

(c) Landlord's Remedies Generally. Subject to the specific requirements of **Section 11.01(e)** below, upon the occurrence and during the continuance of a Tenant Event of Default under this Agreement, Landlord shall have all rights and remedies provided in this Agreement. All of Landlord's rights and remedies under this Agreement shall be cumulative, and except as may be otherwise provided by Laws, the exercise of any one or more rights shall not preclude the exercise of any others.

(d) Termination. In the event that a Tenant Event of Default occurs, Landlord may terminate this Agreement by giving written notice to Tenant of such termination (the **"Tenant Termination Notice"**). Termination of this Agreement shall thereafter occur on the date which is ninety (90) days after the date of the Tenant Termination Notice; provided, however, such termination of this Agreement will be (A) cancelled if Tenant cures such Tenant Event of Default by Tenant prior to the expiration of the applicable grace period after the date of the Tenant Termination Notice or, if such Tenant Event of Default cannot be cured prior to the expiration of the applicable grace period after the date of the Tenant Termination Notice but Tenant is diligently working in good faith to remedy the Tenant Event of Default, such grace period shall be extended an additional ninety (90) days, or (B) suspended, pending the outcome of the expedited dispute resolution procedure set forth in **Section 11.06** below, if Tenant provides written notice to Landlord prior to the expiration of the applicable grace period as set forth in clause (A) above that such party disputes whether a Tenant Event of Default actually exists. If Tenant should lose the dispute resolution set forth in **Section 11.06**, then the above suspension in this **Section 11.02(d)** shall be terminated and Tenant shall have thirty (30) days from the date Tenant receives notice of the determination of the resolution of the dispute in order to cure such Tenant Event of Default. If Tenant fails to cure such Tenant Event of Default within such thirty (30) days after Tenant receives notice of such dispute determination under **Section**

11.06 below, then this Agreement shall terminate at the end of such thirty (30) day period. If Tenant should win such dispute resolution, then the termination under Tenant Termination Notice shall be cancelled. No act by Landlord other than giving notice of termination to Tenant in writing pursuant to this **Section 11.02(d)** shall terminate this Agreement. On termination of this Agreement under this **Section 11.02(d)**, all rights of Tenant under this Agreement shall cease. In such event, the Other Project Agreements shall terminate simultaneously upon any termination by Landlord of this Agreement, except as otherwise expressly provided in Other Project Agreements.

(e) Specific Performance and Injunctive Relief. Landlord may institute an action for specific performance and/or injunctive relief to the extent allowed by Laws, except that specific performance is not an available remedy where specific performance would result in Tenant's noncompliance with MLB Rules and Regulations.

(f) Damages. In the event that a Tenant Event of Default occurs, Tenant may be liable for actual damages, provided, however, that: (i) Tenant shall not be liable for any consequential or incidental damages or for exemplary damages, whether Tenant's action sounds in contract, tort or other legal theory; and (ii) that Landlord shall make reasonable efforts to mitigate damages.

Section 11.03 Landlord Default. The following constitute a **"Landlord Default"**:

(a) Landlord fails to authorize a Requisition disbursement from the Project Fund in accordance with the Funding Agreement; or

(b) Landlord fails to commence promptly, or after commencement fails to prosecute diligently, the performance, of any of Landlord's Obligations.

(c) Landlord files a petition for relief, or an order for relief is entered against Landlord, in any case under applicable bankruptcy or insolvency law, or any comparable law that is now or hereafter may be in effect, whether for liquidation or reorganization, which proceedings if filed against Landlord are not dismissed or stayed within sixty (60) days;

(d) a writ of execution is levied on Landlord's interest in this Agreement which is not released within sixty (60) days, or a receiver, trustee or custodian is appointed to take custody of all or any material part of the property of Landlord, which appointment is not dismissed within sixty (60) days;

(e) Landlord makes a general assignment for the benefit of its creditors;

(f) without limiting any other provisions of this Section, Landlord violates in a material respect any other covenant, or fails to perform any other obligation to be performed by Landlord under this Agreement at the time such performance is due, and such violation or failure continues without cure for more than thirty (30) days after written notice from the Tenant to Landlord specifying the nature of such violation or failure, or, if such cure cannot reasonably be completed within such thirty (30) day period, if Landlord does not within such thirty (30) day period commence such cure, or having so commenced,

does not prosecute such cure with diligence and dispatch to completion within a reasonable time thereafter.

Section 11.04 Cure Rights of Landlord and Remedies of Tenant.

(a) Suspension of Performance. Upon the occurrence and during the continuance of a Landlord Event of Default under this Agreement, Tenant, in its sole discretion, shall have the right to slow down or suspend its performance under this Agreement until such Landlord Event of Default has been cured by Landlord.

(b) Initial Landlord Default Notice and Cure. If a Landlord Default shall occur under **Sections 11.03(a), (b) or (f)** (collectively, an **"Initial Landlord Default"**), then Tenant shall, after delivery of written notice and expiration of the applicable cure period provided under the applicable subsection of **Section 11.03**, send written notice (an **"Initial Landlord Default Notice"**) to Landlord that such Initial Landlord Default has occurred and Landlord shall have ten (10) business days from and after such Initial Landlord Default Notice to cure such default (the **"Initial Landlord Default Cure Period"**).

(c) Landlord Event of Default. If an Initial Landlord Default shall have occurred and not been cured by Landlord within the Initial Landlord Default Cure Period, then such failure to cure an Initial Landlord Default shall constitute an **"Uncured Landlord Default"**. The occurrence of an Uncured Landlord Default or a Landlord Default under any of the **Sections 11.03(c), (d) or (e)** shall constitute a **"Landlord Event of Default"**.

(d) Termination. In the event that a Landlord Event of Default occurs, Tenant may terminate this Agreement by giving written notice to Landlord of such termination (the **"Landlord Termination Notice"**). Termination of this Agreement shall thereafter occur on the date which is ninety (90) days after the date of the Landlord Termination Notice; provided, however, such termination of this Agreement will be (A) cancelled if Landlord cures such Landlord Event of Default by Landlord prior to the expiration of the applicable grace period after the date of the Landlord Termination Notice, or, if such Landlord Event of Default cannot be cured prior to the expiration of the applicable grace period after the date of the Landlord Termination Notice but Tenant is diligently working in good faith to remedy the Landlord Event of Default, such grace period shall be extended an additional ninety (90) days, or (B) suspended, pending the outcome of the expedited dispute resolution procedure set forth in **Section 11.06** below, if Landlord provides written notice to Tenant prior to the expiration of the applicable grace period after the date of Landlord Termination Notice that such party disputes whether a Landlord Event of Default actually exists. If Landlord should lose the dispute resolution set forth in **Section 11.06**, then the above suspension in this **Section 11.04(b)** shall be terminated and Landlord shall have thirty (30) days from the date Landlord receives notice of the determination of the resolution of the dispute in order to cure such Landlord Event of Default. If Landlord fails to cure such Landlord Event of Default within such thirty (30) days after Landlord receives notice of such dispute determination under **Section 11.06** below, then this Agreement shall terminate at the end of such thirty (30) day period. If Landlord should win such dispute resolution, then the termination under Landlord Termination Notice shall be cancelled. No

act by Tenant other than giving notice of termination to Landlord in writing shall terminate this Agreement. On termination of this Agreement under this **Section 11.04(d)**, all rights of Landlord under this Agreement shall cease. In such event, the Lease shall terminate simultaneously upon any termination by Tenant of this Agreement.

(e) Specific Performance or Injunctive Relief. In the event that a Landlord Event of Default occurs, Tenant may institute an action for specific performance and/or injunctive relief to the extent allowed by Laws.

(f) Damages. In the event that a Landlord Event of Default occurs, Landlord may be liable for actual damages, provided, however, that: (i) Landlord shall not be liable for any consequential or incidental damages or for exemplary damages, whether Tenant's action sounds in contract, tort or other legal theory; and (ii) Tenant shall make reasonable efforts to mitigate damages.

(g) Other Remedies. Subject to the limitations in **Section 11.04(f)**, in the event that a Landlord Event of Default occurs, Tenant is entitled to all other remedies permitted by law or at equity; provided, however, that a limitation upon the circumstances under which a remedy may be exercised under this **Section 11.04** shall similarly limit the exercise of the same or a similar right under any other law or at equity.

Section 11.05 General.

(a) Institution of Legal Actions. Subject to the limitations contained in this Agreement, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions shall be instituted in the Circuit Court of Jackson County, Missouri, or, if appropriate, in the Federal District Court in Kansas City, Missouri.

(b) Acceptance of Service of Process. In the event that any legal action is commenced by Tenant against Landlord, service of process shall be made by personal service upon the City Clerk of Landlord, or in such other manner as may be provided by law. In the event that any legal action is commenced by Landlord against Tenant, service of process on Tenant shall be made by personal service upon Tenant at the address provided for notices or such other address as shall have been given to Landlord by Tenant under **Section 13.02**, or in such other manner as may be provided by law, and will be valid whether made within or outside of the State of Missouri.

(c) Rights and Remedies Are Cumulative. Except with respect to any rights and remedies expressly declared to be exclusive in this Agreement, and subject to other express limitations upon the amount or kind of damages or the circumstances under which remedies may be exercised, the rights and remedies of the Parties to this Agreement, whether provided by law, in equity or by this Agreement, are cumulative. The exercise by either Party of any one or more of such remedies provided for in this Agreement will not preclude the exercise by it, at the same or a different time, of any other such remedies provided for in this Agreement for the same default or breach or of any of its remedies for any other default or breach by the other Party provided for in this Agreement. No waiver

made by either Party with respect to the performance, or manner or time of performance, or any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

Section 11.06 Expedited Dispute Resolution.

(a) Application of This Section. This **Section 11.06** shall apply to any disputes between Landlord and Tenant concerning the declaration of a Tenant Event of Default or a Landlord Event of Default or any other alleged breach of this Agreement. In the event that any dispute is of such a nature that the aggrieved Party believes it will suffer immediate irreparable injury unless immediate injunctive relief or specific performance is granted, the aggrieved Party may proceed immediately to seek appropriate judicial resolution of such dispute (including, but not limited to, specific performance and/or injunctive relief) without first exhausting such Party's remedies under this **Section 11.06**.

(b) Dispute Resolution Process. In the event that any declaration of a Tenant Event of Default or a Landlord Event of Default arises under this Agreement, or either Party has been alleged by the other Party in writing to have otherwise breached this Agreement, the following procedure shall apply:

(i) The aggrieved Party shall give written notice to the other Party outlining in reasonable detail the subject and nature of the declaration of an Event of Default or such other dispute or alleged breach, along with any supporting documentation (the **"Dispute Notice"**). The delivery of a Dispute Notice shall toll any party's right of termination during the pendency of the dispute resolution process, including any mediation in accordance with **Section 11.06(b)(iv)**.

(ii) Within ten (10) days after the date of the Dispute Notice, the City Manager and the President or a Senior Vice-President of Tenant, or such representative of Landlord or Tenant as their respective City Manager and President/Senior Vice President shall so designate, shall meet in person or via teleconference, videoconference or other available methods of electronic conferencing and negotiate in good faith to resolve the dispute (the **"Settlement Conference"**).

(iii) In the event that the Settlement Conference is unsuccessful in resolving the dispute within seven (7) days of the Settlement Conference, then each Party shall, within ten (10) days after the conclusion of such seven (7) day period, state, in writing, their respective position as to the matters in dispute, including all known factual and legal grounds therefor. The Parties shall then have an additional seven (7) day period following submission of the Parties' written position statements in which to resolve the dispute (the "**Final Review Period**").

(iv) If the dispute remains unresolved following the Final Review Period, the Parties shall submit the dispute to mediation subject to terms and conditions mutually acceptable to the Parties in their reasonable discretion, provided that the Parties shall equally share the costs of the mediator.

(v) Each Party shall bear its respective costs and expenses, including Attorneys' Fees and Costs, of the expedited dispute resolution process provided for in this **Section 11.06** and in no event shall any such costs be considered a Project Cost.

ARTICLE 12
SPECIAL PROVISIONS

Section 12.01 Community Impact Partnership Agreement. If Landlord and Tenant have not already done so, and subject to the Project moving forward, Landlord and Tenant will separately execute a Community Impact Partnership Agreement (the **"CIPA"**).

Section 12.02 Affirmative Action. Tenant shall comply with Sections 3-401 through 3-409 of the Code with respect to the Project (the **"Affirmative Action Policy"**). In the General Contractor Agreement, Tenant shall contractually obligate the General Contractor to (i) comply with the Affirmative Action Policy with respect to the Project, and (ii) contractually obligate all of its subcontractors to comply with the Affirmative Action Policy with respect to the Project.

Section 12.03 Certified Small Business Enterprises.

(a) Applicability and Goals. Tenant shall cause the General Contractor and subcontractors to comply with Landlord's Certified Small Business Enterprise Program (as codified in Chapter 3, Article IV, Division 2 of the Code) or other business enterprise program recognized by Landlord and in effect on the Effective Date with the modifications set forth herein. The Project shall have (i) a combined certified firms Construction Services participation goal of twenty-four percent (24%) (the **"Construction Services Goal"**), and (ii) a combined certified firms Professional Services participation goal of fifteen percent (15%) (the **"Professional Services Goal"**, and together with the Construction Services Goal, the **"Goals"**). The Goals shall be achievable by utilizing any combination of small business enterprises certified by Landlord for the Construction Services and the Professional Services, as applicable. Tenant shall exercise good faith efforts to achieve the Goals. Tenant shall provide reports and documentation to Landlord to evidence its progress toward achieving the Goals as required by this agreement.

(b) Small Business Enterprise Qualification and Certification. Notwithstanding anything in the Code to the contrary, the following persons or entities shall qualify as small business enterprises for purposes of achieving the Goals: (i) a Minority Business Enterprise (MBE) as defined in the Code, (ii) a Women's Business Enterprise (WBE) as defined in the Code and (iii) any other small business certification recognized by Landlord that has an office in the State of Missouri, is certified as a State of Missouri MBE/WBE, and performs a commercially useful function as set forth in the Code despite not satisfying the other requirements in such Section 3-421(a)(34) of the Code and

not being certified as or listed in the M/W/BE Kansas City Mo. online directory. Tenant will provide information and documentation reasonably required by Landlord to make a determination as to the eligibility of any person or entity as a certified small business enterprise, MBE or WBE pursuant to this **Section 12.03(b)**, in which event Landlord shall certify to Tenant whether such person or entity qualifies as a certified small business enterprise, MBE or WBE pursuant to this **Section 12.03(b)** within thirty (30) days after receipt of such information and documentation, and Tenant may rely on such certification or lack of certification in determining whether a person or entity qualifies as a certified small business enterprise, MBE or WBE pursuant to this **Section 12.03(b)**. For the avoidance of doubt, any enterprise certified as an MBE or WBE as of the Effective Date, and any enterprise certified as an MBE, WBE or certified small business enterprise after the Effective Date may be engaged by Tenant in its good faith efforts to achieve the Goals.

(c) Excluded Expenditures. Based upon Tenant's representations that there are no qualified certified small business enterprises from which it will be able to purchase suitable scoreboards, sound systems and seating, procurements of scoreboards, sound systems and seating are specifically excluded from the aggregate total of all sums paid in connection with the implementation of the Project for purposes of calculating the sums required to meet the Construction Services Goal. In addition, in the event that, after the date hereof, Tenant reasonably determines that there are no qualified certified small business enterprises from which it will be able to purchase other goods and/or solicit other scopes of work in connection with the Project, Tenant shall notify Landlord's Representative of such determination, in which event the procurements of such goods and/or such scopes of work shall be specifically excluded from the aggregate total of all sums paid in connection with the implementation of the Project as to which the Goals are applicable.

Section 12.04 Construction Workforce. The Parties recognize that significant funding for the Project is being provided by the State, and as such, certain policies of Landlord that could be applicable to the Project should in fairness be waived by Landlord. As such, Landlord hereby fully and completely waives the applicability of Sections 3-501 through 3-527 of the Code with respect to the Project; however, Landlord may enforce these provisions on portions of the work consisting of City-Performed Infrastructure Improvements to the extent actually performed by Landlord.

Section 12.05 Prevailing Wages. Tenant shall require in the General Contractor Agreement that (i) the General Contractor pay wages in constructing the Project as required under Missouri's Prevailing Wage Law – R.S.Mo. §§ 290.210 — 290.340, inclusive, and Section 3-622 of the Code (**"Prevailing Wages"**), and (ii) the General Contractor require all of its subcontractors in constructing the Project to pay Prevailing Wages. Tenant shall certify to Landlord, with documentation from General Contractor, the payment of Prevailing Wages with each of its Requisitions under Section VII of the Funding Agreement. Prevailing Wages shall also be applicable (a) to all batch and/or fabrication work on the Site or performed offsite at a plant dedicated in a substantial degree to the performance of the Project by Tenant or the General Contractor for use at the Site, and (b) to all transportation of materials and fabricated items produced by Tenant or the General Contractor to and from an offsite batch plant or fabrication site dedicated in a substantial degree to the performance of the Project to the Site.

Section 12.06 Demolition Review. The requirements of Section 88-586-01 through 88-586-07, inclusive, of the Code, which require review and approval by the City's Historic Preservation Commission prior to the demolition of buildings over 50 years of age, are hereby waived with respect to the Site.

Section 12.07 Protections Against Work Stoppages. Tenant agrees to use its reasonable best efforts to prevent any slow-downs or work stoppages at the Project as a result of any of its contractors, tradesmen, delivery services or materials suppliers for the Project. Such actions shall include, without limitation, requiring any such contractors, tradesmen, delivery services or materials suppliers to use particular gates or entrances to the Site (with necessary signage), negotiating reasonably and in good faith to resolve any such work slow-down or work stoppage issues and, if necessary to prevent a material adverse effect on the Project, including material delays, the replacement of any such contractors, tradesmen, delivery services or materials suppliers.

ARTICLE 13

GENERAL PROVISIONS

Section 13.01 Force Majeure — Extension of Time of Performance.

(a) Effect of Force Majeure. For the purpose of any of the provisions of this Agreement, including, without limitation, the Preliminary Project Schedule and Final Project Schedule (as the same may be revised from time to time in accordance with **Section 4.28** hereof), neither Tenant, Landlord nor any successor in interest (the **"Delayed Party**,**"** as applicable) will be considered in breach of or default in any obligation or satisfaction of a condition to an obligation of the other Party, in the event of Force Majeure.

(b) Definition of Force Majeure. **"Force Majeure"** means events that cause delays in the Delayed Party's performance of its obligations under this Agreement, or in the satisfaction of a condition to the other Party's performance under this Agreement, due to causes beyond the Delayed Party's control, including, but not restricted to: acts of God or of the public enemy, terrorist acts, malicious mischief, acts of the government (including any unreasonable delay in the issuance of permits by Landlord applicable to the Site or the Improvements but excluding, for the sake of clarity, exercise of any government's police powers in the enforcement of ordinances of general applicability, but unreasonable delay in the issuance of permits shall in any event be deemed to be Force Majeure), fires, floods, tidal waves, epidemics, pandemics, quarantine restrictions, freight embargoes, earthquakes, unusually severe or adverse weather, the unanticipated presence of Hazardous Materials or other concealed conditions on the Site that would materially and adversely impair Tenant's ability to construct the Project, extraordinary archeological finds on the Site, strikes, lack of availability of labor and substantial interruption of work because of labor disputes, failure by Landlord without lawful excuse to timely grant approvals required hereunder, inability to obtain materials or reasonably acceptable substitute materials (provided that Tenant has ordered such materials on a timely basis and Tenant is not otherwise at fault for such inability to obtain materials), or any Litigation Force Majeure or other administrative appeals, litigation and arbitration relating to the

construction of the Project (provided that the Delayed Party proceeds with due diligence to defend such action or proceeding or take other appropriate measures to resolve any dispute that is the subject of such action or proceeding). In the event of the occurrence of any Force Majeure, the time or times for performance of the obligations of Tenant or Landlord will be extended for the period of the delay. Notwithstanding anything to the contrary in this Section, the lack of credit or financing for Tenant's Contribution or responsibility for Project Cost Overruns under this Agreement shall not be considered to be a matter beyond Tenant's control and therefore no event caused by a lack of such financing in and of itself shall be considered to be an event of Force Majeure for purposes of this Agreement.

(c) Definition of Litigation Force Majeure. **"Litigation Force Majeure"** means any action or proceeding before any court, tribunal, or other judicial, adjudicative or legislative decision-making body, including any administrative appeal, brought by a third party, (i) which seeks to challenge the validity of any action taken by Landlord in connection with the Project, including execution, and delivery of this Agreement, the Lease and its performance hereunder, or other action by, Landlord approving Landlord's execution and delivery of this Agreement, the performance of any action required or permitted to be performed by Landlord hereunder or any findings upon which any of the foregoing are predicated or (ii) which seeks to challenge the validity of any other Regulatory Approval. Performance by a party hereunder shall be deemed delayed or made impossible by virtue of Litigation Force Majeure during the pendency thereof, and until a judgment, order, or other decision resolving such matter in favor of the party whose performance is delayed has become final and nonappealable. The Parties shall each proceed with due diligence and shall cooperate with one another to defend the action or proceeding or take other measures to resolve the dispute that is the subject of such action or proceeding.

Section 13.02 Requests for Approval; Notices.

(a) Requests for Approval. In order for a request for any approval required under the terms of this Agreement to be effective, it shall state (or be accompanied by a cover letter stating) substantially the following:

(i) the section of this Agreement under which the request is made and the action or response required;

(ii) if applicable, the period of time within which the recipient of the notice shall respond; and

(iii) if applicable, that the failure to object to the notice within the stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the request for approval which is the subject matter of the notice.

In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object to such notice if such notice (or the accompanying cover letter) does not comply with the requirements of this Section.

(b) Notices Generally. Where any provision is made in this Agreement for the giving of a notice or the making of a demand, such notice or demand (hereinafter in this **Section 13.02(b)** collectively called a **"notice"**) shall be in writing and shall be served as provided in this **Section 13.02(b)** (except that if any express provision for the giving of any notice set forth elsewhere in this Agreement conflicts with any provision of this **Section 13.02(b)**, such other express provision shall govern). Notices sent by a Party's counsel shall be deemed notices sent by such Party.

(c) Notices to Landlord. All notices to Landlord under this Agreement shall be either delivered personally in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight delivery service, addressed to Landlord as follows:

City of Kansas City Missouri
City Hall, 29th Floor
414 E. 12th Street
Kansas City, Missouri 64106
Attn: City Manager

and with a copy to:

City of Kansas City Missouri
City Hall, 23rd Floor
414 E. 12th Street
Kansas City, Missouri 64106
Attn: Matthew Gigliotti, City Attorney

or at such other address or addresses as may from time to time hereafter be designated by Landlord (or by Landlord's counsel) to Tenant by notice.

(d) Notices to Tenant. All notices to Tenant under this Agreement shall be either personally delivered in hand or sent by U.S. certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight delivery service, addressed to Tenant as follows:

Kansas City Royals Baseball Club, LLC
1 Royal Way
Kansas City, MO 64129
Attn: Vice President, General Counsel
Attn: President, Real Estate & Development

and with a copy to:

Stinson LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Attn: David W. Frantze, Esq.

Attn: Christopher Frantze, Esq.

or at such other address or addresses as may from time to time hereafter be designated by Tenant (or by Tenant's counsel for its address) to Landlord by notice.

(e) Effective Time of Notices. All notices delivered personally, or sent by a recognized overnight delivery service, shall, for all purposes, be deemed to have been given and served when so delivered. All mailed notices shall 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 above.

Section 13.03 Conflict of Interest. No member, official or employee of Landlord may have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects her or his personal interest or the interests of any corporation, partnership, company, association or other entity in which she or he is interested directly or indirectly.

Section 13.04 Estoppel Certificates. Within ten (10) business days after notice from another Party hereto, the other Party will execute and deliver to the requesting Party an estoppel certificate certified by the non-requesting Party executing it and containing the following information as to the Site and any Improvements, to the best of the certifying Party's knowledge and belief:

(a) whether or not this Agreement is unmodified and in full force and effect (if there has been a modification of this Agreement the certificate shall state that this Agreement is in full force and effect as modified and shall identify the modification or, if this Agreement is not in full force and effect, the certificate shall so state);

(b) attach to the certificate a copy of this Agreement and any modification thereof and the certifying party will certify that such copies are true, correct and complete copies thereof;

(c) whether or not the certifying Party contends that the other Party is in default under this Agreement in any respect;

(d) whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of any Party, or any duty or obligation of the certifying Party; and

(e) any other matter directly related to this Agreement and reasonably requested by the requesting Party.

Section 13.05 Time of Performance.

(a) Expiration. All performance dates (including cure dates) expire at 5:00 p.m., Central Standard Time, on the performance or cure date.

(b) Weekends and Holidays. A performance date which falls on a Saturday, Sunday or Kansas City, Missouri Government holiday is deemed extended to the next business day.

(c) Days for Performance. All periods for performance specified in this Agreement in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this Agreement.

(d) Time of the Essence. Time is of the essence with respect to each required completion date in the Final Project Schedule, subject to the provisions of **Section 13.01** relating to Force Majeure.

Section 13.06 Interpretation of Agreement.

(a) Recitals, Exhibits and Schedules. Whenever an "Exhibit" is referenced, it means an Exhibit to this Agreement unless otherwise specifically identified. All such Exhibits are incorporated into this Agreement by reference. Recitals found at the beginning of this Agreement and its Exhibits (including any attachments or schedules thereto) and any properly adopted amendments, supplements or replacements thereto are incorporated herein by reference and are important and material parts of this Agreement. If any of the Exhibits required hereunder are not available or completed upon the execution of this Agreement, the validity of this Agreement shall not be affected thereby and the Parties agree to use their reasonable best efforts to obtain or complete and reasonably agree to such Exhibits as soon as possible after the execution of this Agreement and attach the same to their respective copies of this Agreement.

(b) Captions. Whenever a section, article or paragraph is referenced, it refers to this Agreement unless otherwise specifically identified. The captions preceding the articles, sections and subsections of this Agreement and in the Table of Contents have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Agreement.

(c) Words of Inclusion. The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

(d) No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

(e) Costs and Expenses. The Party on which any obligation is imposed in this Agreement shall be solely responsible for paying all costs and expenses incurred in the performance of such obligation, except as otherwise provided in this Agreement.

(f) Agreement References. Wherever reference is made to any provision, term or matter "in this Agreement", "herein" or "hereof" or words of similar import, the reference shall be deemed to refer to any and all provisions of this Agreement reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered Article, section or paragraph of this Agreement or any specific subdivision of this Agreement.

Section 13.07 Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the successors and permitted assigns of Landlord and Tenant, subject to the limitations on assignment set forth in **Article 10**. Where the term "Tenant" or "Landlord" is used in this Agreement, it means and includes their respective successors and assigns.

Section 13.08 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have or acquire any right or action based upon any provisions of this Agreement except as otherwise specifically provided herein. Notwithstanding the foregoing, MLB is an intended third party beneficiary of each other provision in this Agreement that prohibits action without first obtaining MLB Approval and 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.

Section 13.09 Real Estate Commissions. Tenant and Landlord each represents to the other Party hereto that it engaged no broker, agent or finder in connection with this transaction.

Section 13.10 Counterparts. This Agreement may be executed at different times and in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement is sought.

Section 13.11 Entire Agreement. This Agreement, the Lease, the Funding Agreement and other contemporaneously executed agreements between the Parties or an Affiliate constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the terms and conditions mentioned in or incidental to this Agreement. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

Section 13.12 Amendment. Neither this Agreement nor any of its terms may be terminated, amended or modified except (i) by a written instrument executed by the Parties and (ii) upon the prior receipt of all necessary MLB Approvals. The Parties acknowledge Landlord has authorized the City Manager to, at the City Manager's discretion, amend the terms of this Agreement. This authorization to amend shall not extend to provisions related to the term of the

Agreement or to the Minimum Required Project Elements, nor shall the City Manager be authorized to increase the financial obligations of Landlord under this Agreement.

Section 13.13 Governing Law and Venue. The laws of the State of Missouri shall govern the interpretation and enforcement of this Agreement except those pertaining to the conflicts of law. Landlord and Tenant (i) hereby submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (ii) hereby waive any and all objections to jurisdiction and venue; and (iii) shall not raise forum non conveniens as an objection to the location of any litigation.

Section 13.14 Extensions by Landlord. Upon the request of Tenant, Landlord, acting through Landlord's Representative, may, by written instrument, extend the time for Tenant's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as it determines appropriate, including but not limited to, the time within which Tenant shall agree to such terms or conditions; provided, however, any such extension or permissive curing of any particular default will not operate to release any of Tenant's obligations nor constitute a waiver of Landlord's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement or otherwise affect the time of the essence provisions with respect to the extended date or the other dates for performance under this Agreement. Tenant shall have the right to rely upon any extension of time executed by Landlord's Representative in writing without inquiring whether Landlord has taken any necessary action to authorize such action.

Section 13.15 Authority of Certain Persons. The City Manager or their designee is authorized to execute on behalf of Landlord any closing or similar documents and any contracts, agreements, memoranda or similar documents with the State, regional or local entities or other Persons that are necessary or proper to achieve the purposes and objectives of this Agreement and do not materially increase the obligations of Landlord under this Agreement, if the City Manager and City Law Department determines, subject to the limits of their respective authority, that the document is necessary or proper. The City Manager's and City Attorney's signature on any such document shall conclusively evidence such a determination by them.

Section 13.16 Intentionally Deleted.Relationship of Parties. None of the provisions in this Agreement shall be deemed to render Landlord a partner in Tenant's business, or a joint venturer or member in any joint enterprise with Tenant.

Section 13.18 Severability. If any provision of this Agreement, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this Agreement.

Section 13.19 Representations and Warranties of Tenant. Tenant represents and warrants as follows, as of the Effective Date and as of the date of Delivery:

(a) Valid Existence: Good Standing. Tenant is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is authorized to conduct business in the State of Missouri. Tenant has all requisite power and authority to own its property and conduct its business as presently conducted. Tenant has made all filings and is in good standing in the States of Delaware and Missouri.

(b) Authority. Tenant has all requisite power and authority to execute and deliver this Agreement and the agreements contemplated by this Agreement and to carry out and perform all of the terms and covenants of this Agreement and the agreements contemplated by this Agreement.

(c) No Limitation on Ability to Perform. Neither Tenant's articles of organization, operating agreement or bylaws, nor any other agreement or Law in any way prohibits, limits or otherwise affects the right or power of Tenant to enter into and perform all of the terms and covenants of this Agreement. Tenant is not a party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit; limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by Tenant of this Agreement or any of the terms and covenants contained in this Agreement. There are no pending or threatened suits or proceedings or undischarged judgments affecting Tenant before any court, administrative body, or arbitrator which might materially adversely affect the enforceability of this Agreement or the business, operations, assets or condition of Tenant.

(d) Valid Execution. The execution and delivery of this Agreement and the agreements contemplated hereby by Tenant has been duly and validly authorized by all necessary action. Upon full execution of this Agreement, this Agreement will be a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally. Tenant has provided to Landlord a written resolution of Tenant authorizing the execution of this Agreement and the agreements contemplated by this Agreement.

(e) Default. The execution, delivery and performance of this Agreement (i) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (A) any agreement, document or instrument to which Tenant or any member is a party or by which Tenant's assets may be bound or affected, (B) any law, statute, ordinance, regulation, or (C) the articles of organization, operating agreement or bylaws of Tenant, and (ii) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Tenant.

The representations and warranties in this Section shall survive any termination of this Agreement.

Section 13.20 Representations and Warranties of Landlord. Landlord represents and warrants as follows, as of the Effective Date and as of the date of Delivery:

(a) Valid Existence. Landlord is a political subdivision, duly organized, validly existing and in good standing under the laws of the State of Missouri, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

(b) Valid Execution. Landlord has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement, performance of this Agreement. Upon the full execution of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of Landlord, enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

(c) No Conflict. The execution, delivery and performance of this Agreement by Landlord does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the organizational documents of Landlord, (ii) any Laws, rule or regulation binding upon or applicable to Landlord, or (iii) any material agreements to which Landlord is a party.

(d) No Litigation. There is no existing or, to Landlord's knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative body affecting Landlord or the Site that would, if adversely determined, adversely affect Landlord's ability to perform its obligations under this Agreement.

The representations and warranties in this Section shall survive any termination of this Agreement.

Section 13.21 Effective Date. This Agreement shall become effective on the date the Parties duly execute and deliver this Agreement. Where used in this Agreement or in any of its attachments, references to **"**the date of this Agreement,**"** the **"**reference date of this Agreement,**"** **"**Agreement date**"** or **"Effective Date"** will mean the Effective Date determined as set forth above and shown on the cover page and on Page 1 of this Agreement.

Section 13.22 Survival. In addition to these provisions especially stated to so survive, all provisions of this Agreement which by their terms provide for or contemplate obligations or duties of a Party which are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other Party to enforce or receive the benefit of such obligations or duties), shall survive such expiration or termination.

ARTICLE 14
DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall have the meanings ascribed to them in this Article:

"Affiliate" means, when used with reference to either Party to this Agreement, any person or entity that controls a Party, that a Party controls or that is under common control with a Party, whether by contract, ownership of stock or other means. The term **"**control**"** means the possession,

direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"**Affirmative Action Policy**" as defined in **Section 12.02**.

"Agents" means, when used with reference to either Party to this Agreement or any other Person, the members, officers, directors, commissioners, employees, agents and contractors of such Party or other Person and their respective heirs, legal representatives, successors and assigns.

"Agreement" means this Baseball Stadium Development Agreement, as it may be amended in accordance with its terms, including all Exhibits attached hereto.

"Approved Plans" shall mean and refer to the Schematic Drawings, final Design Development Documents, Final Project Program, construction phase drawings and specifications and such other documents as the Architect and other professionals may prepare, setting forth in detail the requirement for the development and construction of the Project as the same are approved by Landlord and Tenant (if and to the extent as herein provided), as the same may be amended from time to time as provided for herein.

"Architect" as defined in **Section 4.04**.

"Architect Agreement" as defined in **Section 4.04.**

"Attorneys' Fees and Costs" means any and all reasonable attorneys' fees, costs, expenses and disbursements, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, court costs and the costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, fees and costs associated with execution upon any judgment or order, and costs on appeal.

"Baseball Stadium" as defined in **Recital C**.

"Bonds" as defined in the Funding Agreement.

"Building Compliance Procedures" as defined in **Section 2.05(b).**

"Business Day" or **"business day"** means a day which is not a Saturday, Sunday or Kansas City, Missouri government holiday.

"Certificate of Completion" as defined in **Section 7.03**.

"**CIPA**" as defined in **Section 12.01**.

"City Manager" shall mean the City Manager of Landlord.

"City-Performed Infrastructure Work" as defined in **Section 4.06**.

"CMAR Process" shall mean the following process: (i) Landlord shall publicly disclose at a regular meeting (including such meetings that have occurred prior to the Effective Date) its intent to utilize the Construction Manager-at-Risk method and its selection criteria at least one week prior to publishing the request for qualifications. Before or concurrently with selecting a Construction Manager-at-Risk, the Architect shall prepare the Construction Documents for the Project, who shall comply with all state laws, as applicable; (ii) Landlord may provide or contract for, independently of the Construction Manager-at-Risk, inspection services, testing of construction materials, engineering, and verification of testing services necessary for acceptance of the Project by the Landlord; (iii) Tenant shall select and invite construction management firms with demonstrated experience on projects exceeding $1 billion, sports venue construction, fast track delivery, and verified bonding/financial capacity to participate in a request for proposals, which such proposals shall include the Construction Manager-at-Risk's proposed fee and its price for fulfilling the general conditions; (iv) Tenant shall determine the evaluation weighting criteria used to evaluate the request for proposals submitted pursuant to section (iii) above; (v) Tenant shall select the most qualified construction manager that submits the proposal that offers the best value based on ranking evaluation from a committee consisting of Tenant's representatives, Tenant's development consultants, Architect, and Landlord's Representative, and Tenant shall negotiate the General Contractor Agreement with the selected construction manager. If the Tenant is unable to negotiate a satisfactory contract with the selected construction manager, the Tenant shall, formally and in writing, end negotiations with that construction manager and proceed to negotiate with the next construction manager in the order of the selection ranking until a contract is reached or negotiations with all ranked construction managers end; (vi) A Construction Manager-at-Risk shall publicly advertise, in the manner prescribed by R.S.Mo. § 67.5050.9 and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A Construction Manager-at-Risk may seek to perform portions of the work itself if the Construction Manager-at-Risk submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors (which bid shall have been verified by an independent cost estimator to be competitive). All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals; (vii) the construction manager and Tenant shall review all trade contractor, subcontractor, or Construction Manager-at-Risk bids or proposals and shall determine the best value, including without limitation, based upon qualifications, staffing, schedule capability, and applicable contract requirements in this Agreement; (viii) if a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with the CMAR Process as provided herein, the Construction Manager-at-Risk may itself, without advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements; and (ix) Landlord shall not have the authority to require any bid or proposal be accepted pursuant to R.S.Mo. § 67.5050.11. The penal sums of the performance and payment bonds delivered to Tenant shall each be in an amount equal to the fixed contract amount or guaranteed maximum price. The Construction Manager-at-Risk shall deliver the bonds not later than the tenth day after the date the fixed contract amount or guaranteed

maximum price is established. By approval of this Agreement, Landlord hereby adopts the CMAR Process as a Construction Manager-at-Risk method pursuant to R.S.Mo. § 67.5050.14(2).

"Code" shall mean the Code of Ordinances of the City of Kansas City, Missouri.

"Competitive Bid Process" shall mean those processes and procedures applicable to Landlord in procuring goods and services under Missouri State bidding laws and applicable provisions in the Code. In obtaining bids under current Landlord bid procedures and approving contracts and change orders for the Project reasonable best efforts will be taken to mitigate construction risks and costs, including using or requiring guaranteed maximum price (**"GMP"**) contracts, payments and performance bonds in an amount equal to the entire contracted amount of the respective part of the work and builder's all risk insurance.

"Construction Bond" as defined in **Section 4.09**.

"Construction Documents" shall mean the architectural drawings, specifications, construction drawings, Approved Plans and other documents, as may be amended from time to time pursuant to this Agreement, setting forth the design of the Project and the requirements for its construction in sufficient detail for establishing the costs for construction and the permitting and construction of the Project, but excluding any contracts between the General Contractor and any contractor, subcontractor, architect, engineer or consultant.

"Construction Manager" shall mean the legal entity that proposes to enter into a construct manager-at-risk contract pursuant to the CMAR Process.

"Construction Manager-at-Risk" shall mean a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at a contracted price as a general contractor and provides consultation to Landlord and Tenant regarding construction during and after the design of the project.

"Construction Materials" as defined in **Section 4.26**.

"Construction Services" shall mean any compensated work or service performed by a person or entity that provides any construction good or service (ex, labor, equipment, materials, or the like, directly or indirectly, to the General Contractor or any subcontractor (of all tiers) to the General Contractor), including but not limited to any laborer, material supplier, tradesmen, journeyman, craftsman, equipment supplier, or landscaper.

"**Construction Services Goal**" as defined in **Section 12.03(a)**.

"Construction Stage" as defined in **Section 4.07**.

"Deferred Items" as defined in **Section 7.01**.

"Delayed Party" as defined in **Section 13.01(a)**.

"Design Development Documents" means such documents that (i) are a further advancement of the Schematic Drawings, (ii) indicate in substantially greater detail than the Schematic Drawings (but not as detailed as the Final Construction Documents) the spaces within the Improvements, (iii) indicate the elements and functions that affect the site work for the Project, (iv) indicate in substantially greater detail than the Schematic Drawings (but not as detailed as the Final Construction Documents) the sections and interior and exterior elevations, and (v) include more detailed outlined specifications and systems narratives than those in the Schematic Drawings (but not as detailed as the Final Construction Documents), all as contemplated by the Final Project Program and as approved by Landlord and Tenant as herein provided. Any architectural plans or drawings shall bear the seal of an architect registered in Missouri, if so required by Laws.

"Development Term" as defined in **Section 1.03**.

"Dispute Notice" as defined in **Section 11.06(b)(i)**.

"Effective Date" as defined on the first page of this Agreement and in **Section 13.21**.

"Event of Default" as defined in **Article 11**.

"Final Construction Documents" as defined in **Section 4.19**. Architectural plans or drawings shall bear the seal of an architect registered in Missouri, if so required by Laws.

"Final Designs" as defined in **Section 4.07**.

"Final Project Program" as defined in **Section 4.06**.

"Final Project Schedule" as defined in **Section 4.28**.

"Force Majeure" as defined in **Section 13.01(b)**.

"Funding Agreement" is defined in **Recital I**.

"General Contractor" as defined in **Section 4.05** and which term includes a Construction Manager at risk or other entity described in **Section 4.05**.

"General Contractor Agreement" as defined in **Section 4.05**.

"**Goals**" as defined in **Section 12.03(a)**.

"Governmental Authority" shall mean any federal, state or local governmental body, or political subdivision or agency thereof, having jurisdiction over the Site.

"**Hazardous Material**" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," "pollutant" or "contaminant" under the Comprehensive Environmental Response; Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund"

law), as amended, (42 U.S.C. Sections 9601 et seq.), any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing Improvements on the Site, any Improvements to be constructed on the Site by or on behalf of Tenant, or are naturally occurring substances in, on, under or about the Site; and petroleum, including crude oil or any fraction, natural gas or natural gas liquids and any harmful mold or mold like organisms.

"**Hazardous Material Laws**" means federal, state or local Laws or policies in effect during the term of this Agreement relating to Hazardous Material (including, without limitation, its handling, transportation or release) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Site (including the Improvements) and any other property including without limitation, soil, air, air quality, water, water quality and groundwater conditions.

"Identity Rights" as defined in **Section 4.27**.

"Improvements" mean all physical construction of the Project, and the various components thereof, as described in the Final Project Program and approved by Landlord as provided for in this Agreement.

"Indemnified Landlord Parties" means Landlord, including, but not limited to, (i) all of the boards, commissions, departments, agencies and other subdivisions of Landlord, (ii) all of the Agents of Landlord, and (iii) successors and assigns of Landlord.

"Indemnified Parties" means the Indemnified Landlord Parties or the Indemnified Tenant Parties; as applicable.

"Indemnified Tenant Parties" means Tenant, including, but not limited to, (i) all of the Agents of Tenant, and (ii) permitted successors and assigns of Tenant.

"Indemnify" means indemnify, protect, defend and hold harmless.

"Indemnifying Party" means the respective Party or Parties providing indemnification under pursuant to the terms of this Agreement.

"Infrastructure" as defined in **Recital D**.

"Initial Landlord Default" as defined in **Section 11.04(b)**.

"Initial Landlord Default Cure Period" as defined in **Section 11.04(b)**.

"Initial Landlord Default Notice" as defined in **Section 11.04(b)**.

"Initial Tenant Default" as defined in **Section 11.02(a)**.

"Initial Tenant Default Cure Period" as defined in **Section 11.02(a)**.

"Initial Tenant Default Notice" as defined in **Section 11.02(a)**.

"Landlord Default" as defined in **Section 11.03**.

"Landlord Event of Default" as defined in **Section 11.04(c)**.

"Landlord's Obligations" as defined in **Section 5.02**.

"Landlord's Representative" means an engineer employee of Landlord selected by Landlord for the Project. Landlord shall provide Tenant with notice of the selected Landlord's Representative. Landlord may replace the then-acting Landlord's Representative from time-to-time upon not less than five (5) business days' prior written notice to Tenant.

"Landlord's Review Period" as defined in **Section 4.11**.

"Landlord's Scope of Review" as defined in **Section 4.14**.

"Law(s)" shall mean all present and future Laws, ordinances, rules, regulations, permits, authorizations, orders and requirements, whether or not in the contemplation of the Parties, which may affect or be applicable to the Site or any part of the Site (including, without limitation, any subsurface area, use of the Site and the buildings and Improvements on or affixed to the Site), including, without limitation, all consents or approvals required to be obtained from, and all rules and regulations of, and all building and zoning laws of, all federal, state, county and municipal governments, the departments, bureaus, agencies or commissions thereof, or any other body or bodies exercising similar functions, having or acquiring jurisdiction of the Site, and similarly the phrase **"**Law**"** shall be construed to mean the same as the above in the singular as well as the plural.

"Lease" is defined in **Recital H.**

"Leasehold Mortgagee" as defined in Section 29.02(A) of the Lease.

"Litigation Force Majeure" as defined in **Section 13.01(c)**.

"Loss" or **"Losses"** when used with reference to any indemnity means any and all claims, demands, losses, liabilities, damages (including foreseeable consequential damages), liens, obligations, interest, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses (including, without limitation, reasonable Attorneys' Fees and Costs, and consultants' fees and costs) of whatever kind or nature, known or unknown, contingent or otherwise.

"Material Change" as defined in **Section 4.18**.

"Minimum Required Project Elements" as defined in **Section 4.06**.

"Party" or "Parties" means Landlord and Tenant, as parties to this Agreement.

"Person" means any individual, partnership, corporation (including, but not limited to, any business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity or association, the United States, or a federal, state or political subdivision thereof.

"Plans" as defined in **Section 4.02**.

"Preliminary Project Budget" as defined in **Section 4.06**.

"Preliminary Project Program" as defined in **Section 4.06**.

"Preliminary Project Schedule" as defined in **Section 4.06**.

"Premium Rate" means a per annum rate of interest equal to 2% in excess of the Prime Rate.

"Prevailing Wages" as defined in **Section 12.06**.

"Prime Rate" means the rate of interest indicated from time to time as the **"**prime rate,**"** as published in *The Wall Street Journal* or its successor, or, in the absence of such published rate therein, as published in such other reputable source as Landlord and Tenant may reasonably select.

"Professional Services" shall mean any compensated work or service performed by a person or entity that provides any non-construction service or labor, directly or indirectly, to Tenant, the General Contractor, or any subcontractor (of all tiers) to the General Contractor in connection with the construction of the Project, which requires and which involves the application of any specialized knowledge, expertise, training, education, experience or license, including but not limited to a financial advisor, accountant, architect, engineer, lawyer, consultant, designer, community outreach specialist, surveyor, public relations specialist, and the like. In no event will Professional Services include any services provided to Tenant in its business operations except for services provided in connection with the construction of the Project.

"**Professional Services Goal**" as defined in **Section 12.03(a)**.

"Program and Schematic Designs" as defined in **Section 4.07**.

"Project" is defined in **Recital F**.

"Project Cost Overrun(s)" as defined in Section I.5 of the Funding Agreement.

"Project Costs" as defined in **Section 6.01**.

"Project Fund" as defined in the Funding Agreement. For the sake of clarity, the term "Project Fund" as used in this Agreement shall mean the City-Supported Bonds Project Fund or other applicable Project Fund.

"Public Funding" is defined in **Recital I**.

"Public Share" as defined in Section I.9 of the Funding Agreement.

"Regulatory Approval" means any authorization, approval or permit required by any Governmental Authority having jurisdiction over the Site, including but not limited to approvals by Landlord.

"Remediate" or **"Remediation"** when used with reference to Hazardous Materials means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control Hazardous Materials located in, on, under or about the Site or which have been, are being, or threaten to be released into the environment.

"Representative" means Landlord's Representative or the Tenant's Representative, as appropriate.

"Requested Material Change" as defined in **Section 4.21**.

"Requisition" as defined in Section VII.3(b) of the Funding Agreement. For the sake of clarity, the term "Requisition" as used in this Agreement shall mean any funding requisition submitted by Tenant to Landlord whether or not payable from the City-Supported Bonds Project Fund, as defined in the Funding Agreement.

"Schematic Drawings" shall mean plans identifying spaces, elevations, site plans, plot plans, topographical plans, and plans showing the location of the proposed project in relationship to other properties and as defined in the Final Project Program and as referred to in **Article 4**. Said plans and drawings shall bear the seal of an architect registered in Missouri, if so required by Laws.

"Site" as defined in **Recital D**.

"**Site Plan**" as defined in **Recital D**.

"Specific Expenses" as defined in Section VII.1(g) of the Funding Agreement.

"Stages of Construction" as defined in **Section 4.07**.

"State" is defined in **Recital C**.

"Substantially Complete" or **"Substantial Completion"** as defined in **Section 7.01**.

"Team Offices" as defined in **Recital D**.

"Tenant's Contribution" as defined in Section II.4 of the Funding Agreement (as "Team's Contribution" thereunder).

"Tenant Default" as defined in **Section 11.01**.

"Tenant Event of Default" as defined in **Section 11.02(b)**.

"Tenant's Representative" shall mean that person of which Tenant will notify Landlord in writing. Tenant may replace then-acting Tenant's Representative from time to time upon not less than five (5) business days' prior written notice to Landlord.

"Transfer" as defined in **Section 10.01**.

"Uncured Landlord Default" as defined in **Subsection 11.04(c)**.

"Uncured Tenant Default" as defined in **Subsection 11.02(b)**.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed in their respective corporate names and attested by their duly authorized officers and their respective corporate seals to be hereunto affixed, as of the date first written above.

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

SITE PLAN

EXHIBIT B

PRELIMINARY PROJECT PROGRAM

EXHIBIT C

PRELIMINARY PROJECT BUDGET

EXHIBIT D

PRELIMINARY PROJECT SCHEDULE

EXHIBIT E

MINIMUM REQUIRED PROJECT ELEMENTS

EXHIBIT F

ARCHITECT'S INSURANCE REQUIREMENTS

A. Architect shall procure and maintain in effect throughout the term of this Agreement insurance policies with coverage not less than the types and amounts specified in this Exhibit F. Self-insured retentions must be approved by Risk Management. Architect must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    a. Severability of Interests Coverage applying to Additional Insureds
    b. Contractual Liability
    c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
    d. No Contractual Liability Limitation Endorsement
    e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
    f. Architect's insurance shall be primary and non-contributory

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Hired and Non-Owned Automobile Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by Architect.

4. Professional services, Architect shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

5. Architect may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Architect's primary and excess liability policies are exhausted.

B. All insurance policies required in this Exhibit F shall provide that the policy will not be canceled until after the Insurer provides the Landlord ten (10) days written notice of cancellation in the event that the cancellation is for Architect nonpayment of premiums and thirty (30) days written notice of cancellation to Landlord for all other reasons of cancellation.

C. The Commercial General Policy specified above shall provide that Landlord and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Architect shall provide to Landlord at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

E. Regardless of any approval by Landlord, Architect shall maintain the required insurance coverage in force at all times during the term of this Contract. Architect's failure to maintain the required insurance coverage will not relieve Architect of its contractual obligation to indemnify the Landlord pursuant to this Agreement. In the event Architect fails to maintain the required insurance coverage in effect, Landlord may declare Architect in default.

F. Subcontractors of Architect shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Architect shall ensure that the Landlord is an additional insured on insurance required from subcontractors.

G. In no event shall the language in this Exhibit F constitute or be construed as a waiver or limitation of the Landlord's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

EXHIBIT G

GENERAL CONTRACTOR INSURANCE REQUIREMENTS

A. General Contractor shall procure and maintain in effect throughout the term of this Agreement insurance policies with coverage not less than the types and amounts specified in this Exhibit G. Self-insured retentions must be approved by Risk Management. General Contractor shall have:

1. Commercial General Liability Insurance Policy: with limits of $5,000,000 per occurrence and $10,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    a. Severability of Interests Coverage applying to Additional Insureds
    b. Contractual Liability
    c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $10,000,000
    d. No Contractual Liability Limitation Endorsement
    e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
    f. General Contractor's insurance shall be primary and non-contributory

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Hired and Non-Owned Automobile Policy: with a limit of $5,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by General Contractor.

4. Professional services, General Contractor shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

5. Builders Risk Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

6. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $2,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

7. General Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all

of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the General Contractor's primary and excess liability policies are exhausted.

B. All insurance policies required in this Exhibit G shall provide that the policy will not be canceled until after the Insurer provides Landlord ten (10) days written notice of cancellation in the event that the cancellation is for General Contractor's nonpayment of premiums and thirty (30) days written notice of cancellation to Landlord for all other reasons of cancellation.

C. The Commercial General Policy specified above shall provide that Landlord and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. General Contractor shall provide to Landlord at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

E. Regardless of any approval by Landlord, General Contractor shall maintain the required insurance coverage in force at all times during the term of this Agreement. General Contractor's failure to maintain the required insurance coverage will not relieve General Contractor of its contractual obligation to indemnify Landlord pursuant to this Agreement. In the event General Contractor fails to maintain the required insurance coverage in effect, Landlord may declare General Contractor in default.

F. Subcontractors of General Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and General Contractor shall ensure that Landlord is an additional insured on insurance required from subcontractors.

G. In no event shall the language in this Exhibit G constitute or be construed as a waiver or limitation of Landlord's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.