CLUB GUARANTY AGREEMENT

by

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.,
a Texas corporation

for the benefit of, and accepted by

THE STATE OF KANSAS,
through the Kansas Department of Commerce

and

KANSAS SPORTS FACILITIES AUTHORITY,
a body corporate and politic and a political subdivision of the State of Kansas

[_____], 2026

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CLUB GUARANTY AGREEMENT

This CLUB GUARANTY AGREEMENT (this "**Guaranty**") is entered into effective as of [_____], 2026 (the "**Effective Date**"), by the KANSAS CITY CHIEFS FOOTBALL CLUB, INC., a Texas corporation (the "**Guarantor**"), in favor of the STATE OF KANSAS (the "**State**") and the KANSAS SPORTS FACILITIES AUTHORITY ("**KSFA**" and together with the State, the "**Beneficiaries**" and each a "**Beneficiary**"). The Guarantor, the State, and KSFA are sometimes referred to herein individually as a "**Party**", and collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, pursuant to its rights as an NFL franchisee, the Guarantor owns the "Kansas City Chiefs" professional football team (the "**Team**");

WHEREAS, [•] ("**StadCo**") is an affiliate of the Guarantor by virtue of the common ownership of StadCo and the Guarantor by [•] ("**HoldCo**");

WHEREAS, [•] ("**HQCo**" and together with StadCo, the "**Obligors**", and each, an "**Obligor**") is an affiliate of the Guarantor by virtue of the common ownership of HQCo and the Guarantor by HoldCo;

WHEREAS, contemporaneously with the execution of this Guaranty: (i) the State, StadCo and KSFA have entered into a Stadium Construction Coordination Agreement (the "**Stadium CCA**"), and the State, HQCo and KSFA have entered into a Team Headquarters and Practice Facility Construction Coordination Agreement (the "**Team Facilities CCA**" and, together with the Stadium CCA, the "**Construction Coordination Agreements**" or "**CCAs**" and each, a "**CCA**"); (ii) the Guarantor and the Beneficiaries have entered into a Stadium Non-Relocation Agreement (the "**Stadium Non-Relocation Agreement**") and a Team Facilities Non-Relocation Agreement (the "**Team Facilities Non-Relocation Agreement**" and, together with the Stadium Non-Relocation Agreement, the "**Non-Relocation Agreements**" and each, a "**Non-Relocation Agreement**"); (iii) StadCo and KSFA have entered into a Stadium Management Agreement (the "**Stadium Management Agreement**"), and HQCo and KSFA have entered into a Team Headquarters and Practice Facility Management Agreement (the "**Team Facilities Management Agreement**" and, together with the Stadium Management Agreement, the "**Management Agreements**", and each, a "**Management Agreement**"); (iv) [•] and [•] have entered into the Headquarters and Practice Facility Qualified Ancillary Development Agreement (the "**Headquarters and Practice Facility Qualified Ancillary Development Agreement**"); (v) the State, KSFA and StadCo have entered into the Land Transfer Agreement (Wyandotte County) (the "**Wyandotte LTA**"), and the State, KSFA and HQCo have entered into the Team Facilities Land Transfer Agreement (the "**Team Facilities LTA**" and, together with the Wyandotte LTA, the "**Land Transfer Agreements**");

WHEREAS, the Construction Coordination Agreements, the Non-Relocation Agreements, the Management Agreements, the Headquarters and Practice Facility Qualified Ancillary Development Agreement, the Land Transfer Agreements and this Guaranty, are sometimes

referred to herein individually as a "**Stadium Document**" and collectively as the "**Stadium Documents**";

WHEREAS, the Management Agreements and the CCAs provide for, amongst other things, a guaranty in the form of this Guaranty, and this Guaranty is executed and delivered by the Guarantor as a material inducement for the Beneficiaries to enter into the applicable Stadium Documents and the State to provide financial and other support for the development of the Stadium Facility and the Team Headquarters and Practice Facility;

WHEREAS, each Obligor has been formed as an entity under common control with the Guarantor, and the Guarantor expects to receive substantial direct and indirect benefits from the Beneficiaries entering into the Stadium Documents and the State providing financial and other support for the development of the Stadium Facility and the Team Headquarters and Practice Facility;

AND WHEREAS, the Guarantor wishes and has agreed to guarantee the payment and performance of all of the Obligors' obligations under the Stadium Documents as provided herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the adequacy, receipt and sufficiency of all of which are hereby acknowledged, the Guarantor hereby covenants and agrees as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Capitalized Terms. All capitalized terms used herein without definition shall have the respective meanings provided therefor in the applicable Management Agreement or, if not defined therein, in the applicable CCA. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

Section 1.2 Additional Definitions. As used in this Guaranty, the following terms shall have the respective meanings set forth below in this Section 1.2:

"**Bankruptcy Code**" means Title 11 of the United States Code, entitled "Bankruptcy," as heretofore and hereafter amended.

"**Bankruptcy Proceeding**" means any case or proceeding under any law relating to bankruptcy, insolvency, reorganization, receivership, winding-up, liquidation, dissolution or composition or adjustment of debt, including any voluntary or involuntary proceeding pursuant to Sections 301, 302 and/or 303 of the Bankruptcy Code.

"**Material Adverse Effect**" means any event, development, condition or circumstance that (a) has a material adverse effect on the business, assets, properties, performance, operations, financial condition or prospects of the Guarantor or either Obligor, (b) materially impairs the ability of the Guarantor or either Obligor to perform their respective obligations under this Guaranty or any other Stadium Document, or (c) materially and adversely affects the rights or

remedies of, or benefits available to the Beneficiaries under this Guaranty or any other Stadium Document.

"**Obligations**" means, collectively, all indebtedness, obligations and liabilities, whether matured or unmatured, liquidated or unliquidated, or secured or unsecured.

"**Solvent**" means, with respect to any Person on a particular date, that on such date (a) the fair market value of the property of such Person is greater than the total amount of liabilities (including, without limitation, contingent liabilities) of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not reasonably believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

ARTICLE 2
GUARANTY OF PAYMENT AND PERFORMANCE

Section 2.1 Guaranty. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees (as primary obligor and not merely as a surety) to the Beneficiaries the full, faithful and punctual payment and performance by each Obligor of each and every one of such Obligor's Obligations of every nature whatsoever under the Stadium Documents (collectively, the "Guaranteed Obligations"), including, without limitation, all Guaranteed Obligations that would become due but for the operation of the automatic stay pursuant to Section 362(a) of the Bankruptcy Code or the operation of Sections 365, 502(b) or 506(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code which would limit payment or performance of any Obligations of either Obligor. For the avoidance of doubt, this Guaranty guarantees each Obligor's payment and performance obligations and does not create any payment or performance obligation that the applicable Obligor would not itself be required to satisfy under the Stadium Documents.

This Guaranty is direct, immediate and primary and is a guarantee of the full payment and performance of all Guaranteed Obligations and not of their collectability, and is in no way conditioned or contingent upon any requirement that the Beneficiaries first attempt to collect or enforce any of the Guaranteed Obligations from either Obligor or upon any other event, contingency or circumstance whatsoever. It is expressly understood and agreed by the Guarantor that to the extent the Guarantor's obligations hereunder relate to Guaranteed Obligations that require performance other than the payment of money, the Beneficiaries may proceed against the Guarantor to effect specific performance thereof or for payment of damages resulting from the applicable Obligor's nonperformance thereof.

Section 2.2 Performance. If either Obligor fails to pay or perform any Guaranteed Obligation when due or required for any reason (which failure constitutes a "Manager Default"

under the applicable Management Agreement, a "StadCo Default" under the Stadium CCA or an "HQCo Default" under the Team Facilities CCA, or any other default by such Obligor under any Stadium Document, and including, without limitation, any such default resulting or arising from such Obligor breaching any of the agreements, terms, covenants or conditions set forth in any other Stadium Document), the Guarantor will pay or cause to be paid, or perform or cause to be performed, as applicable, such Guaranteed Obligation directly upon either Beneficiary's demand therefor and without the Beneficiaries having to make prior demand therefor on such Obligor. All payment or performance hereunder shall be made without reduction, whether by offset, payment in escrow, or otherwise. The Guarantor is liable for, and hereby indemnifies the Beneficiaries for, the Beneficiaries' reasonable costs and expenses, including reasonable attorneys' fees, costs and disbursements, incurred in any effort to collect or enforce any of the Guaranteed Obligations under this Guaranty with respect to any matter constituting such a default, whether or not any lawsuit is filed; provided, that the Guarantor shall not be liable for duplicative costs or expenses incurred by the Beneficiaries in connection with the collection or enforcement of the same Guaranteed Obligation arising from the same default, provided that costs reasonably incurred by each Beneficiary in protecting its separate interests are not duplicative. The Beneficiaries shall use commercially reasonable efforts to coordinate any such collection or enforcement efforts to avoid the duplication of such costs and expenses.

Section 2.3 Payments. All payments made by the Guarantor hereunder shall be made in the manner and at the place of payment specified therefor in the applicable Stadium Document.

Section 2.4 Limitations on Guaranty. Notwithstanding anything to the contrary in this Guaranty, the Guarantor shall have no obligation to fund, replace, advance or backstop all or any portion of the Public Stadium Funding Commitment and the Public Team Facilities Funding Commitment. In the event all of the Stadium Documents are terminated pursuant to a final, non-appealable adjudication by a court of competent jurisdiction, this Guaranty shall automatically terminate, except with respect to any Guaranteed Obligations that became due and payable before such termination; provided, however, that the Guarantor shall have no liability with respect to any such Guaranteed Obligation to the extent an Owner Default under the applicable Management Agreement or a KSFA Default or State Default under the applicable CCA rendered the applicable Obligor not liable for such Guaranteed Obligation.

ARTICLE 3
GUARANTY ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL

Section 3.1 Scope and Extent of the Guaranty. The obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional, irrespective of (a) the value, genuineness, validity, regularity or enforceability of the Stadium Documents and any other agreements or instruments primarily related thereto, (b) the insolvency, bankruptcy, reorganization, dissolution or liquidation of either Obligor, (c) any change in ownership of either Obligor, (d) any assignment by either Obligor, or (e) except as provided in Sections 2.4 and 3.4, any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. This Guaranty is an unlimited and continuing guarantee of payment and performance and is applicable to each Obligor's Obligations under the Stadium Documents and all amendments, changes, modifications and extensions thereof as the parties thereto may from time to time agree upon. It is part of the Guarantor's agreement herein that each

Obligor and the Beneficiaries may deal freely and directly with each other without notice to or consent of the Guarantor and may enter into such amendments, changes, modifications and extensions to each Obligor's covenants, duties and obligations under the Stadium Documents as the parties thereto may agree upon and deal with all related matters without diminishing or discharging to any extent the Guarantor's liability hereunder. The Guarantor hereby waives all notice to which the Guarantor might otherwise be entitled by law in order that the guarantee herein should continue in full force and effect, including, without limiting the generality of the foregoing, notice of any change, modification or extension of any Stadium Document or notice of any default of either Obligor in performance or payment thereunder.

Section 3.2 No Right to Terminate. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be affected, modified or impaired, and the Guarantor shall have no right to terminate this Guaranty or to be released, relieved or discharged, in whole or in part, from its payment or performance obligations referred to in this Guaranty, by reason of any of the following:

(a) any amendment, supplement or modification to, settlement, release, waiver or termination of, consent to or departure from, or failure to exercise any right, remedy, power or privilege under or in respect of any of the Stadium Documents, the Guaranteed Obligations, and any other agreements or instruments primarily relating thereto to which either Obligor, KSFA or the State is a party; or

(b) any insolvency, bankruptcy, reorganization, dissolution or liquidation of, or any similar occurrence with respect to, or cessation of existence of, or change of ownership of either Obligor or the Beneficiaries, or any rejection of any of the Guaranteed Obligations in connection with any Bankruptcy Proceeding or any disallowance of all or any portion of any claim by either Beneficiary or its respective successors and assigns, in connection with any Bankruptcy Proceeding; or

(c) any lack of validity, enforceability or value of or defect or deficiency in any of the Guaranteed Obligations, any of the Stadium Documents and any other agreements or instruments primarily relating thereto; or

(d) the failure to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, any Person; or

(e) any substitution, modification, exchange, release, settlement or compromise of any security or collateral for or guarantee of any of the Guaranteed Obligations, or failure to apply such security or collateral or failure to enforce such guarantee; or

(f) any failure on the part of either Obligor to perform or comply with any term of the Stadium Documents and any other agreements or instruments primarily relating thereto or any other Person's (except KSFA's or the State's) failure to perform or comply with any term of the Stadium Documents; or

(g) subject to the terms and conditions of Article 12 herein, the assignment or transfer (whether or not in accordance with the terms thereof) of (i) this Guaranty, (ii) any of the Stadium Documents and any other agreements or instruments referred to in the Stadium Documents, or (iii) the Guaranteed Obligations, by either Obligor to any other Person; or

(h) subject to the terms and conditions of Article 12 herein, any change in the ownership of any equity interest in either Obligor (including any such change that results in Guarantor ceasing to be an affiliate of such Obligor by virtue of HoldCo ceasing to hold common ownership of such Obligor and the Guarantor); or

(i) subject to the terms and conditions of Article 12 herein, any failure of the Beneficiaries to pursue any other guarantor and/or any settlement or compromise of any claims against same; or

(j) any other event, circumstance, act or omission whatsoever (except an "Owner Default" under the applicable Management Agreement or a "KSFA Default" or "State Default" under the applicable CCA and except as provided in Section 3.4) which might in any manner or to any extent vary the risk of the Guarantor or otherwise constitute a legal or equitable defense or discharge of a surety or guarantor responsible for the payment or performance of any of the Guaranteed Obligations (other than that the guaranteed obligations have been indefeasibly paid in full); or

(k) any failure of the Beneficiaries to pursue or exhaust any other rights or remedies.

Section 3.3 No Conditions Precedent. There are no conditions precedent to the enforcement of this Guaranty. It shall not be necessary for the Beneficiaries, in order to enforce payment by the Guarantor under this Guaranty, to exhaust their remedies against either Obligor, any other guarantor, or any other Person liable for the payment or performance of the Guaranteed Obligations. The Beneficiaries shall not be required to mitigate damages or take any other action to reduce, collect, or enforce the Guaranteed Obligations, provided that this Section 3.3 will not affect any mitigation obligation that the Beneficiaries may have with respect to any claim under the Stadium Documents.

Section 3.4 Guarantor Defenses. Notwithstanding anything to the contrary contained in this Guaranty, the Guarantor shall be permitted to assert as a defense in any action by the Beneficiaries to enforce the obligations of the Guarantor under this Guaranty that KSFA's and/or the State's failure to perform their obligations as a party under the Stadium Documents to which the Beneficiaries are a party rendered the applicable Obligor not liable for the Guaranteed Obligations for which payment or performance is being sought by the Beneficiaries, thereby relieving the Guarantor of its liability under this Guaranty for such Guaranteed Obligations, but only to the extent such assertion is proven to be accurate. For the avoidance of doubt, the Guarantor shall not be deemed to have waived any defenses predicated upon performance by either Obligor under the Stadium Documents.

ARTICLE 4
REINSTATEMENT

This Guaranty shall continue to be effective or be automatically reinstated, as the case may be, and the Guarantor shall continue to be liable hereunder, if at any time any payment or performance of any of the Guaranteed Obligations is annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded, restored or repaid by the Beneficiaries or their successors or assigns, for any reason, including as a result of the insolvency, bankruptcy, dissolution, liquidation or reorganization of either Obligor or any guarantor, or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for either Obligor or any guarantor or any substantial part of its property or otherwise, all as though such payment or performance had not occurred.

ARTICLE 5
INTEREST

The Guaranteed Obligations shall include, without limitation, interest accruing at the Default Interest Rate (as defined in the applicable CCA) following the commencement by or against either Obligor of any Bankruptcy Proceeding, whether or not allowed as a claim in any such Bankruptcy Proceeding, to the extent such interest is provided for under the Stadium Documents.

ARTICLE 6
UNENFORCEABILITY OF OBLIGATIONS AGAINST OBLIGORS

If for any reason either Obligor has no legal existence or is under no legal obligation to discharge any of the Guaranteed Obligations, or if any of the Guaranteed Obligations have become irrecoverable from either Obligor by reason of such Obligor's insolvency, bankruptcy or reorganization or by other operation of law or for any other reason (other than an Owner Default under the applicable Management Agreement or a KSFA Default or State Default under the applicable CCA), this Guaranty shall nevertheless be binding on the Guarantor to the same extent as if the Guarantor at all times had been the principal obligor on all such Guaranteed Obligations. If acceleration of the time for payment of any of the Guaranteed Obligations pursuant to the Stadium Documents is stayed upon the insolvency, bankruptcy or reorganization of either Obligor, or for any other reason (other than an Owner Default under the Management Agreement or a KSFA Default or State Default under the CCA), all such Guaranteed Obligations otherwise subject to acceleration under the terms of the applicable Stadium Documents shall be immediately due and payable by the Guarantor.

ARTICLE 7
WAIVER

The Guarantor hereby waives:

(a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by the Beneficiaries in reliance hereon or in connection herewith;

(b) presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest with respect to the Guaranteed Obligations; and

(c) any requirement that suit be brought against, or any other action by Beneficiaries be taken against, or any notice of default or other notice be given to (except as required by the Stadium Documents), or any demand be made on, either Obligor or any other Person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor.

(d) To the fullest extent permitted by applicable law, ITS RIGHT TO TRIAL BY JURY in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Guaranty or the other Stadium Documents and any other agreements or instruments primarily relating thereto to or the enforcement of any remedy hereunder or thereunder or under any law, statute, or regulation. Guarantor will not seek to consolidate any such action, in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. Guarantor has received the advice of counsel with respect to this waiver.

ARTICLE 8
SUBROGATION

Unless no default or event of default under any of the Stadium Documents has occurred and is continuing, or would result therefrom, the Guarantor shall not exercise, and hereby waives, any rights against either Obligor arising as a result of any payment or performance by the Guarantor hereunder by way of subrogation, reimbursement, restitution, contribution or otherwise, and will not assert or prove any claim in competition with the Beneficiaries in respect of any payment or performance hereunder in any Bankruptcy Proceeding. The Guarantor waives any benefit of and any right to participate in any collateral security that may be held by the Beneficiaries. If any amount shall be paid to the Guarantor on account of such subrogation, reimbursement, restitution, contribution or other rights at any time when a default or an event of default under any of the Stadium Documents has occurred and is continuing (or would result from such payment), such amount shall be held in trust for the benefit of the Beneficiaries pending the prompt return of such amount to the applicable Obligor.

ARTICLE 9
NOTICES

All notices, consents, directions, approvals, instructions, requests and other communications to be given to a Party under this Guaranty shall be given in accordance with the Stadium Documents.

ARTICLE 10
NO WAIVER; REMEDIES

No failure on the part of either Beneficiary to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Either Beneficiary may proceed to enforce its rights hereunder by any action at law, suit in equity, or other appropriate proceedings, whether for damages or for specific performance. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law.

ARTICLE 11
TERM; TERMINATION

This Guaranty shall remain in full force and effect until the later of (i) the date that is three (3) years after the later of (A) the date on which the Term of the Stadium Management Agreement expires or is earlier terminated and (B) the date on which the Term of the Team Facilities Management Agreement expires or is earlier terminated and (ii) subject to Article 4, the date of payment and performance in full of the Guaranteed Obligations for which claims have been made in writing by the Beneficiaries on or before the date specified in clause (i) of this Article 11 (such later date, the "**Expiration Date**").

ARTICLE 12
SUCCESSORS AND ASSIGNS

This Guaranty is a continuing guaranty, shall apply to all Guaranteed Obligations whenever arising, shall be binding upon the Parties hereto and their successors, transferees and permitted assigns and shall inure to the benefit of and be enforceable by the Parties hereto and their successors and permitted assigns; provided, the Guarantor shall have no right, power or authority to directly or indirectly delegate, assign or transfer all or any of its obligations hereunder unless it has obtained the prior written consent of the Beneficiaries, except that the Guarantor may assign and transfer its obligations hereunder to an Assignee (as defined in Section 4 of the Non-Relocation Agreements) in connection with an assignment, sale or other transfer of the Team or the Franchise and/or any ownership rights therein permitted pursuant to Section 4 of the Non-Relocation Agreements, provided that such Assignee assumes in writing all of the obligations of the Guarantor under this Guaranty arising on and after the date of such assignment, sale or transfer pursuant to an assignment and assumption agreement substantially in the form contemplated by Section 4 of the Non-Relocation Agreements or such other agreement in form and substance reasonably satisfactory to the Beneficiaries, and upon such assumption, the Guarantor shall be relieved of all obligations hereunder arising on and after the date of such assignment, sale or transfer. Either Beneficiary may assign or otherwise transfer its rights under this Guaranty to any Person to whom they transfer any Stadium Document to which such Beneficiary is a party, in each case in accordance with the respective terms thereof, and such Person shall thereupon become vested, to the extent set forth in the agreement evidencing such assignment, transfer or participation, with all rights in respect hereof granted to such assigning Beneficiary herein.

ARTICLE 13
AMENDMENTS, ETC.

No amendment of this Guaranty shall be effective unless in writing and signed by the Guarantor and the Beneficiaries. No waiver of any provision of this Guaranty nor consent to any

departure by the Guarantor therefrom shall in any event be effective unless such waiver or consent shall be in writing and signed by the Beneficiaries. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

As an inducement to the Beneficiaries to enter into the Stadium Documents to which they are a party, and any other agreements or instruments primarily relating thereto and to accept this Guaranty, the Guarantor represents and warrants to the Beneficiaries as follows:

(a) The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) The Guarantor has full corporate power and authority to execute and deliver this Guaranty, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Guaranty by the Guarantor, the performance by the Guarantor of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary corporate action on the part of the Guarantor. This Guaranty has been duly executed and delivered by the Guarantor and constitutes the valid and binding agreement of the Guarantor, enforceable against the Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) Neither the execution and delivery of this Guaranty nor the consummation of any of the transactions contemplated hereby nor compliance with the terms and provisions hereof contravene the organizational documents of the Guarantor or, to Guarantor's knowledge, any Applicable Law to which the Guarantor is subject or any judgment, decree, license, order or permit applicable to the Guarantor, or conflict or be inconsistent with, or will result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of a lien upon any of the property or assets of the Guarantor pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which the Guarantor is a party or by which the Guarantor is bound, or to which the Guarantor is subject.

(d) No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or any other Person is required for the execution, delivery and performance by the Guarantor of this Guaranty or the consummation of the transactions contemplated hereby.

(e) There is no action, suit, claim, proceeding or investigation pending or, to the best knowledge of the Guarantor, currently threatened against the Guarantor that questions the validity of this Guaranty or the transactions contemplated herein or (excluding any publicly known action, suit, claim, proceeding or investigation of national significance against the NFL or all of its member clubs) that could either individually or in the aggregate have a Material Adverse Effect.

(f) The execution, delivery and performance of this Guaranty, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the Guarantor, (ii) any judgment, decree or order of any governmental entity to which the Guarantor is a party or by which the Guarantor or any of its properties is bound or (iii) any law applicable to the Guarantor, unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a Material Adverse Effect on the ability of the Guarantor to consummate the transactions contemplated hereby.

(g) The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Guaranty, and the Guarantor has delivered to the Beneficiaries reasonable evidence of such approval.

(h) The Guarantor is the sole holder and owner of the Kansas City Chiefs NFL franchise, and such franchise is in full force and effect as of the Effective Date.

(i) The Guarantor is Solvent as of the Effective Date.

(j) The Guarantor has delivered to the Beneficiaries a true, complete, and accurate copy of the Guarantor's organizational chart.

ARTICLE 15
GOVERNING LAW AND VENUE

THIS GUARANTY, AND THE ACTIONS OF THE PARTIES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF KANSAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS PROVISIONS. ANY DISPUTE ARISING HEREUNDER (EXCEPT FOR ANY EXCLUDED DISPUTE (AS DEFINED IN THE APPLICABLE MANAGEMENT AGREEMENT), WHICH SHALL BE RESOLVED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE NON-RELOCATION AGREEMENT) SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN ARTICLE 9 OF THE APPLICABLE CCA.

ARTICLE 16
FURTHER ASSURANCES

The Guarantor agrees that it will from time to time, at the reasonable request of either Beneficiary, do all such things and execute all such documents as such Beneficiary may consider reasonably necessary or desirable to give full effect to this Guaranty and to preserve the rights and powers of the Beneficiaries hereunder. The Guarantor acknowledges and confirms that the Guarantor has established its own adequate means of obtaining from each Obligor, on a continuing basis, all information requested by the Guarantor concerning the financial condition of such Obligor and that the Guarantor will look to the Obligors, and not to either Beneficiary, in order for the Guarantor to be kept adequately informed of changes in each Obligor's financial condition.

The Guarantor agrees that it will promptly deliver to the Beneficiaries a true, complete and accurate copy of such material portion of any future addition, amendment, modification or waiver to or of the NFL Rules and Regulations that could reasonably be expected to adversely affect the terms of this Guaranty.

ARTICLE 17
ENTIRE AGREEMENT

This Guaranty constitutes the final, entire agreement of the Guarantor and the Beneficiaries with respect to the matters set forth herein and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof. This Guaranty is intended by the Guarantor and the Beneficiaries as a final and complete expression of the terms of the guaranty agreement, and no course of dealing between the Guarantor and the Beneficiaries, no course of performance, no trade practices, and no evidence of prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Guaranty. There are no relevant oral agreements between the Guarantor and the Beneficiaries.

ARTICLE 18
MISCELLANEOUS

To the fullest extent permitted by Applicable Law, the Guarantor waives any suretyship or guarantor defenses available under the laws of the State of Kansas or any other applicable jurisdiction, including any right to require the Beneficiaries to proceed against either Obligor or any other Person before proceeding against the Guarantor.

This Guaranty shall be in addition to any other guaranty or collateral security for any of the Guaranteed Obligations. If any provision of this Guaranty shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability. Captions and headings in this Guaranty are for reference only and do not constitute a part of the substance of this Guaranty.

Notwithstanding anything herein to the contrary, the Guaranteed Obligations are subordinate to any obligations of the Guarantor owing to any of its senior lenders. If requested, the

Beneficiaries will execute a written intercreditor agreement entered into among such senior lender(s) and the Parties to this Guaranty to evidence such subordination on terms mutually satisfactory to each of such Parties.

[*Execution Page Follows*]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the Effective Date.

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

By:_____
Name:
Title:

STATE OF KANSAS)

:SS

COUNTY OF _____)

On the _____ day of _____ in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

_____

Notary Public