LAND TRANSFER AGREEMENT (WYANDOTTE COUNTY)

by and among

THE STATE OF KANSAS,
through the Kansas Department of Commerce,

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

and

[**STADIUM COMPANY**],
a [_____],

[_____], 2026

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LAND TRANSFER AGREEMENT (WYANDOTTE COUNTY)

This **LAND TRANSFER AGREEMENT** (this "**Agreement**") is made as of [_____] (the "**Effective Date**"), by and among the **STATE OF KANSAS**, acting by and through the Kansas Department of Commerce (the "**State**"), the **KANSAS SPORTS FACILITIES AUTHORITY** ("**KSFA**"), a body corporate and politic and a political subdivision of the State, and [_____] ("**StadCo**"). The State, KSFA, and StadCo are hereinafter each referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, StadCo and/or one (1) or more Affiliates of StadCo collectively own or have the option to acquire those certain tracts of real estate located in Kansas City, Wyandotte County, Kansas, consisting of approximately [four hundred seventy-five (475)] acres and more particularly described on Exhibit A attached hereto (as Exhibit A may be amended prior to the Initial Conveyance in accordance with this Agreement, the "**Transferred Property**"), which Transferred Property includes (i) the land that StadCo has determined in good faith, as of the Effective Date, is to be required for the Stadium Facility and consisting of approximately three hundred thirty-six (336) +/- acres as more particularly described on Exhibit A-1 attached hereto (as the same may be amended and finally determined in accordance with this Agreement, the "**Stadium Site**"), and (ii) the balance of the Transferred Property, consisting of (a) approximately one hundred five (105) +/- acres that are not required for the Stadium Facility (the "**Reconveyance Property**") and (b) approximately thirty-three (33) +/- acres comprising the Creek Corridor Property, as more particularly described on Exhibit A-2 and Exhibit A-3 attached hereto, respectively (as the same may be amended and finally determined in accordance with this Agreement);

WHEREAS, the Parties have agreed that StadCo shall convey the entirety of the Transferred Property to KSFA Transferee in a single conveyance; that KSFA Transferee shall hold title to the Transferred Property for a period not to exceed twelve (12) months from the date of the Initial Conveyance solely for the purpose of causing the Transferred Property to be replatted so that the Stadium Site constitutes one (1) or more separate legal parcels; that, upon completion of such replat and in any event no later than the Reconveyance Outside Date, KSFA Transferee shall reconvey the Reconveyance Property to StadCo, such that KSFA Transferee thereafter holds title only to the Stadium Site and the Creek Corridor Property; that the Original Land Acquisition Cost of the Stadium Site and the Creek Corridor Property shall constitute Stadium Site Acquisition Costs and Project Costs to be funded in accordance with the Stadium Construction Ratio under the CCA, pursuant to which the cumulative Public Stadium Funding Commitment disbursed shall not exceed sixty percent (60%) of Total Funded Project Costs; and that neither the State nor KSFA shall bear any portion of the Original Land Acquisition Cost of the Reconveyance Property under the CCA but such Original Land Acquisition Costs of the Reconveyance Property shall be subject solely to such reimbursement, if any, as is expressly available under the Master QAD Agreement in accordance with its terms;

WHEREAS, pursuant to the Kansas Sports Facilities Authority Act, KSFA is authorized to acquire real property that it deems necessary for its purposes, to plat and replat such property, and to dispose of property that is no longer required for its purposes, and the Parties intend that the conveyance, replat and reconveyance contemplated by this Agreement be undertaken pursuant to such authority;

WHEREAS, the Parties entered into that certain Stadium Construction Coordination Agreement dated as of [_____] (as amended from time to time, the "**CCA**"); and

WHEREAS, pursuant to Section 7.2 of the CCA, this Agreement shall provide for, among other items set forth herein, the Parties' obligations with respect to the conveyance of the Transferred Property

from StadCo and/or one (1) or more Affiliates of StadCo that hold fee simple title to, or the right to acquire, any portion of the Transferred Property (each, as applicable, a "**StadCo Transferor**"), to KSFA and/or such Affiliate of KSFA as KSFA may designate (KSFA or any such designee, as applicable, a "**KSFA Transferee**"), the replat of the Transferred Property by KSFA Transferee and the reconveyance of the Reconveyance Property by KSFA Transferee to StadCo, in each case as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and payments hereinafter set out, the Parties hereby contract to and with each other, as follows:

1. Recitals; Definitions. The foregoing Recitals are incorporated into this Agreement as if fully set forth in this Section 1. All capitalized terms used herein but not otherwise defined shall have those meanings ascribed to them on Schedule 1 attached hereto (the "**Definitions List**"); provided, however, that to the extent any capitalized terms used herein are not otherwise defined on the Definitions List, such terms shall have the meaning ascribed to them in the CCA.

2. Acquisition; Control; Administration of the Transferred Property.

(a) Acquisition of the Transferred Property. StadCo shall acquire, or cause one or more of its Affiliates to acquire, good and marketable fee simple title to each parcel comprising the Transferred Property, such that StadCo and its Affiliates collectively hold fee simple title to:

(i). the entirety of the Transferred Property as described on Exhibit A as of the Effective Date (as the same may be amended), on or before the date that is one hundred twenty (120) days following the Definitive Documentation Outside Date (the "**Acquisition Completion Date**"); and

(ii). any land added to Exhibit A after the Effective Date and prior to the Initial Conveyance in accordance with Section 3(b)(ii), if any.

(b) StadCo Transferors; Joinders. Each StadCo Transferor other than StadCo shall be an Affiliate of StadCo and shall, within five (5) Business Days after acquiring fee simple title to, or the right to acquire, any parcel comprising the Transferred Property, and in any event prior to the applicable Conveyance, execute and deliver to KSFA and the State a joinder to this Agreement in the form attached hereto as Exhibit C (each, a "**Joinder**"), pursuant to which such StadCo Transferor shall become bound by, and shall make, the covenants, agreements, representations, warranties and indemnities of a StadCo Transferor under this Agreement with respect to such parcel. Any Affiliate of StadCo that holds fee simple title to, or the right to acquire, any portion of the Transferred Property as of the Effective Date shall deliver its Joinder concurrently with the execution of this Agreement. StadCo shall remain jointly and severally liable for the obligations of each StadCo Transferor hereunder, and no Joinder shall relieve StadCo of any obligation under this Agreement.

(c) Acquisition Agreements. Within five (5) Business Days after the Effective Date, StadCo shall deliver to KSFA and the State true, correct, and complete copies of each purchase agreement and option agreement pursuant to which a StadCo Transferor acquired or has the right to acquire any portion of the Transferred Property or any Retained Property proposed to be added to the Transferred Property pursuant to Section 3(b) (each, an "**Acquisition Agreement**"). StadCo represents that, as of the Effective Date, each Acquisition Agreement is in full force and effect and that the Acquisition Agreements are collectively sufficient to permit the acquisition of all of the Transferred Property as described on Exhibit A as of the Effective Date. StadCo shall also, within five (5) Business Days after the execution thereof, deliver to KSFA and the State true, correct and

complete copies of (i) each Acquisition Agreement entered into after the Effective Date, and (ii) any amendment, modification, supplement, extension or termination of any Acquisition Agreement, whether in connection with an Acquisition Agreement executed on, before, or after the Effective Date. Each delivery under the preceding sentence shall constitute a representation by StadCo, as of the date of such delivery, that the copy so delivered is true, correct and complete and that the Acquisition Agreement, as so amended, modified, supplemented or extended, is in full force and effect (or, in the case of a termination, has been terminated in accordance with its terms). The obligations of StadCo under this Section 2(c) shall continue with respect to each parcel comprising or proposed to comprise the Transferred Property, whenever added to Exhibit A, until the Conveyance of such parcel.

(d) Interim Covenants. From the Effective Date until the Conveyance of the applicable parcel and except for any required obligations under any Acquisition Agreement that do not create or require the creation of a Prohibited Right (other than those set forth on Schedule 2(h) attached hereto), no StadCo Transferor shall, without the prior written consent of KSFA, mortgage, encumber, lease, grant any option with respect to, or otherwise transfer any interest in any portion of the Transferred Property (including any Retained Property proposed to be added to the Transferred Property pursuant to Section 3(b), from and after the delivery of such proposal), other than the conveyance to each KSFA Transferee contemplated hereby. Nothing in this Agreement requires KSFA, KSFA Transferee or the State to take record title to any parcel before the applicable Conveyance under this Agreement unless otherwise agreed in writing. From the Effective Date until the applicable Conveyance, StadCo shall promptly advise KSFA and the State in writing of any litigation, condemnation, arbitration or administrative proceeding, and of any other matter, arising or threatened of which StadCo becomes aware that could adversely affect title to, or the use or occupancy of, the Transferred Property or any portion thereof or the ability of any StadCo Transferor to convey the Transferred Property in accordance with this Agreement. The covenants in this Section 2(d) shall apply to each parcel comprising the Transferred Property, whenever added to Exhibit A, and to each Conveyance.

(e) Access Before Conveyance. Before the Conveyance of any portion of the Transferred Property (and, with respect to any Retained Property proposed to be added to the Transferred Property pursuant to Section 3(b), from and after the delivery of such proposal), StadCo shall provide, and shall cause each other StadCo Transferor to provide, the State and each KSFA Transferee and their respective employees, contractors, consultants or agents, as applicable, with reasonable access to such property for Project-related survey, geotechnical, environmental, utility, design and due diligence activities, subject to applicable customary and typical safety requirements and reasonable prior notice. Notice delivered at least forty-eight (48) hours in advance or such shorter notice as the Parties may otherwise agree shall be deemed reasonable. No invasive testing shall be performed without StadCo's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(f) Access After Conveyance. After the Initial Conveyance, or any subsequent conveyance of any additional property pursuant to the terms herein or as otherwise agreed to in writing, KSFA shall cause KSFA Transferee to provide StadCo and its consultants reasonable access to the Transferred Property (or, following the Reconveyance, the Stadium Site and the Creek Corridor Property) for Project-related survey, geotechnical, environmental, utility, design, construction and other due diligence activities, on the condition that StadCo (i) maintains, and causes its consultants and contractors to maintain, the insurance required by Article 6 of the CCA, and (ii) promptly restores any damage caused by such activities, provided that the cost of any such restoration shall not constitute a Project Cost to the extent attributable to the negligence, fault or failure to perform by StadCo, any member of the Project Team, or any of their respective Affiliates,

officers, directors, employees, agents, representatives, contractors, subcontractors, and consultants, and shall otherwise constitute a Project Cost only to the extent permitted under the CCA. In addition, StadCo shall (iii) indemnify, defend and hold harmless the State, KSFA, and any of their respective Affiliates, employees, contractors, agents, officers, directors, commissioners, officials, and representatives (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**") from and against any and all Losses arising from or in connection with the exercise of such access by StadCo or its consultants or contractors, except to the extent caused by the gross negligence or willful misconduct of the applicable Indemnified Party, and (iv) discharge, bond over or otherwise secure, in accordance with Section 4.14 of the CCA, any lien arising from such access or from the activities of StadCo or its consultants or contractors thereunder, whether arising before or after the Commencement of the Work. Such access rights shall terminate automatically upon any termination of the CCA and are without prejudice to StadCo's obligations under the Definitive Documentation. The obligations of StadCo under clauses (iii) and (iv) shall survive any termination of this Agreement and/or the CCA.

(g) Due Diligence Materials; Known Conditions. StadCo shall deliver to KSFA and the State the Due Diligence Materials and the Known Conditions Schedule (each as hereinafter defined) and shall supplement and update the same through each Conveyance, as follows:

(i). Initial Delivery. Within five (5) Business Days after the Effective Date, StadCo shall deliver to KSFA and the State copies of all environmental site assessments, geotechnical reports, wetlands and floodplain studies, zoning reports, surveys, title materials, environmental permits and other reports relating to the physical condition of the Transferred Property as described on Exhibit A as of the Effective Date in the possession or control of StadCo or their respective Affiliates or consultants (collectively, together with all such materials subsequently delivered or required to be delivered pursuant to this Section 2(g), the "**Due Diligence Materials**"), together with a schedule identifying all environmental, geotechnical or other physical conditions of the Transferred Property actually known to StadCo and/or any of their respective Affiliates (as the same shall be supplemented and updated pursuant to this Section 2(g), the "**Known Conditions Schedule**").

(ii). Continuing Obligation. From the Effective Date through the Conveyance of each parcel comprising the Transferred Property, StadCo shall (A) deliver to KSFA and the State, within five (5) Business Days after receipt thereof by StadCo or any of their respective Affiliates or consultants, copies of all new, updated or supplemental Due Diligence Materials relating to any portion of the Transferred Property not previously conveyed, and (B) update the Known Conditions Schedule promptly, and in any event within five (5) Business Days, after StadCo or any of their respective Affiliates obtains knowledge of any environmental, geotechnical or other physical condition of any portion of the Transferred Property not previously conveyed and not then reflected thereon.

(iii). Land Added to Exhibit A. With respect to any Retained Property proposed to be added to the Transferred Property pursuant to Section 3(b)(ii), StadCo shall deliver to KSFA and the State, concurrently with the updated Land Schedule proposing such addition and in any event not less than thirty (30) days prior to the applicable Conveyance, all Due Diligence Materials relating to such land and an updated Known Conditions Schedule reflecting such land, and shall, at its sole cost and prior to the applicable Conveyance, obtain and deliver such additional environmental site assessments, geotechnical reports and other investigations with respect to such land as KSFA or the State may reasonably require.

(iv). Completeness. Each delivery of Due Diligence Materials or of an updated Known Conditions Schedule under this Section 2(g) shall constitute a representation by StadCo, to StadCo's Knowledge as of the date of such delivery, that the Due Diligence Materials so delivered are true, accurate, and complete in all material respects and that the Known Conditions Schedule, as so updated, is true, accurate, and complete in all material respects with respect to the portion of the Transferred Property to which it relates.

(h) Prohibited Rights. Except as set forth on Schedule 2(h), no StadCo Transferor or other Affiliate of StadCo shall enter into, amend or modify any Acquisition Agreement, or grant, permit or suffer to exist any agreement, instrument or arrangement, that creates or requires the creation of (i) any Prohibited Right in any portion of the Stadium Site or the Creek Corridor Property, or (ii) any Prohibited Right in any portion of the Reconveyance Property that would bind KSFA or KSFA Transferee or be triggered by any conveyance to or by KSFA or KSFA Transferee. StadCo represents and warrants that, as of the Effective Date, no Acquisition Agreement or other agreement (in each case, whether entered into before or after the date hereof) to which StadCo or any of its Affiliates is a party creates or requires the creation of any Prohibited Right, other than as set forth on Schedule 2(h), and StadCo shall deliver to KSFA and the State true, correct and complete copies of each agreement or instrument creating any Prohibited Right set forth on Schedule 2(h). Unless waived by KSFA in writing in its sole and absolute discretion, StadCo shall, at its sole cost and prior to the Initial Conveyance, cause each Prohibited Right (including each Prohibited Right set forth on Schedule 2(h)) to be terminated and released of record, or waived in writing by the holder thereof as to KSFA, KSFA Transferee and any conveyance to or by either of them, in each case in form reasonably satisfactory to KSFA. With respect to each Prohibited Right waived by KSFA pursuant to this Section 2(h), and each other easement, restriction or other matter created by or through StadCo or any of its Affiliates or pursuant to any Acquisition Agreement that KSFA approves or accepts (whether identified in the Title Commitment or otherwise), StadCo shall (A) indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses arising from or relating to such matter or the exercise of any rights thereunder by the holder thereof or any of its employees, agents, contractors, licensees or invitees, and (B) maintain, or cause the holder thereof to maintain, commercial general liability insurance covering the use of the affected property by such holder and its employees, agents, contractors, licensees and invitees, in such amounts as KSFA may reasonably require, naming KSFA, KSFA Transferee and the State as additional insureds. Notwithstanding Section 22, the obligations of StadCo under this Section 2(h) shall survive the Initial Conveyance and the Reconveyance without limitation as to time.

3. Identification of Transferred Property and Stadium Site; Initial Conveyance.

(a) Identification of Transferred Property and Stadium Site. StadCo represents that (i) Exhibit A, as of the Effective Date, describes all of the land owned or controlled by StadCo or any of its Affiliates, or subject to an Acquisition Agreement, within the boundaries of the Transferred Property (including the Creek Corridor Property), and (ii) Exhibit A-1, as of the Effective Date, describes all of the land that StadCo has determined in good faith is required for the Stadium Facility based on the Project Program Statement and the Plans and Specifications as they exist on the Effective Date, including the Stadium-Specific Infrastructure and the roadway, parking, access, utility and drainage improvements serving the Stadium Facility, and that StadCo has not omitted from Exhibit A-1 any land that it knows, or reasonably should know, is required for the Stadium Facility. Exhibit A shall describe only entire existing platted lots, parcels and tracts (as reflected in the records of the Unified Government and the Title Commitment), and where any portion of an existing lot, parcel or tract is required for the Stadium Facility, the entirety of such lot, parcel or tract shall be included in the Transferred Property, with the portion thereof not required for the Stadium Facility constituting Reconveyance Property or Creek Corridor Property, as applicable, so

that no subdivision, lot split or other approval of the Unified Government or any other Governmental Authority shall be required as a condition to the Initial Conveyance. The Parties acknowledge that (A) the Stadium Site as described on Exhibit A-1 as of the Effective Date is preliminary and shall be finally determined pursuant to the Final Stadium Site Determination in accordance with Section 5(a); (B) the Transferred Property, including the Reconveyance Property, is being conveyed to KSFA Transferee in its entirety solely to permit the Transferred Property to be replatted in accordance with Section 4 so that the Stadium Site and the Creek Corridor Property each constitute one (1) or more separate legal parcels, and not for the purpose of KSFA or KSFA Transferee acquiring, funding, developing or rezoning the Reconveyance Property; and (C) the Reconveyance Property shall be reconveyed by KSFA Transferee in accordance with Section 5 no later than the Reconveyance Outside Date. Land that is not described on Exhibit A as of the Effective Date may be added to the Transferred Property only prior to the Initial Conveyance, by amendment of Exhibit A pursuant to Section 3(b)(ii), in which case such land shall be conveyed as part of the Initial Conveyance, or as otherwise agreed to in writing by the Parties. Following the Initial Conveyance, no land shall be added to the Transferred Property or the Stadium Site, and no land shall be conveyed by any StadCo Transferor to KSFA or any KSFA Transferee except as set forth in any written agreement between the Parties or as otherwise permitted herein.

(b) Land Schedule. The Land Schedule shall serve (A) as StadCo's confirmation that each tract, parcel and other real property interest comprising the Transferred Property as described on Exhibit A is accounted for in its entirety and will be conveyed to KSFA Transferee in accordance with this Agreement, (B) as the exclusive means by which StadCo may propose that Exhibit A be amended to add Retained Property to the Transferred Property prior to the Initial Conveyance pursuant to Section 3(b)(ii), and (C) as the means by which StadCo shall identify the portion of the Transferred Property that is then expected to comprise the Stadium Site, the Creek Corridor Property, and the Reconveyance Property. The Land Schedule shall be prepared, delivered, updated and approved as follows:

(i). Initial Land Schedule. Within thirty (30) days after the Effective Date, and in any event not less than thirty (30) days prior to the Initial Conveyance, StadCo shall prepare and deliver to the State and KSFA a schedule identifying each tract, tax parcel and any other real property interest comprising the Transferred Property as described on Exhibit A (such schedule, as the same may be updated from time to time in accordance with this Agreement, the "**Land Schedule**"). The Land Schedule shall identify, for each parcel or tract, the current record owner, contracting purchaser, tax parcel number, Original Land Acquisition Cost (or, if such parcel or tract has not yet been acquired, the anticipated Original Land Acquisition Cost), whether such parcel or tract is Shared Use Property, whether such parcel or tract (or the applicable portion thereof) is then expected to comprise part of the Stadium Site, the Reconveyance Property or the Creek Corridor Property (and, for any parcel or tract that includes two or more of the Stadium Site, the Creek Corridor Property, and the Reconveyance Property, the approximate acreage of each and the Allocable Land Acquisition Cost of the portion thereof expected to comprise part of the Stadium Site or the Creek Corridor Property), and shall be accompanied by the legal description of each parcel or tract and, when available, the closing statement therefor. The Land Schedule shall include a certification by StadCo that the parcels and tracts identified thereon collectively constitute the entirety of the Transferred Property as then described on Exhibit A, and that each such parcel or tract will be conveyed to KSFA Transferee in accordance with this Agreement.

(ii). Additions to Exhibit A Prior to the Initial Conveyance. If, after the Effective Date but prior to the Initial Conveyance, StadCo determines in good faith that

any Retained Property is required for the Stadium Facility or should otherwise be included in the Transferred Property, StadCo shall promptly, and in any event not later than sixty (60) days prior to the date on which the Initial Conveyance is required under Section 3(d), deliver to the State and KSFA an updated Land Schedule identifying such land, together with the information required by Section 3(b)(i) with respect thereto, a legal description thereof prepared by the Project Surveyor and certified to each of KSFA, the State and the Title Company, the materials required by Section 2(g)(iii) and Section 7(f), and a written statement of the basis on which such land is required for the Stadium Facility or should otherwise be included in the Transferred Property, which delivery shall constitute StadCo's proposal to amend Exhibit A to include such land; provided that no such proposal shall be deemed delivered until all of the foregoing have been delivered. Upon approval of such updated Land Schedule by the State and KSFA pursuant to Section 3(b)(iii), (A) Exhibit A (and, to the extent such land is to comprise part of the Stadium Site, Exhibit A-1 and Exhibit B to the CCA, or, to the extent such land is to comprise part of the Reconveyance Property, Exhibit A-2, or, to the extent such land is to comprise part of the Creek Corridor Property, Exhibit A-3) shall be amended by written amendment of the Parties to include such land, (B) such land shall thereupon constitute part of the Transferred Property (and, if applicable, the Stadium Site, the Creek Corridor Property, or the Reconveyance Property) and cease to be Retained Property for all purposes of this Agreement, and (C) StadCo shall acquire such land on or before the later of the Acquisition Completion Date and the date that is thirty (30) days after such approval, and shall convey such land as part of the Initial Conveyance. No such addition shall extend the Acquisition Completion Date or delay the Initial Conveyance, except as expressly provided to the contrary herein. Any Retained Property not so added to Exhibit A as part of the approved Land Schedule under Section 3(b)(iii) prior to the Initial Conveyance shall not be conveyed to KSFA or any KSFA Transferee under this Agreement except as otherwise agreed to in writing by the Parties. StadCo shall use commercially reasonable efforts to acquire additional land to improve access to the Stadium Site and to increase the amount of land available for Qualified Ancillary Development; provided that any such land to be included in the Transferred Property shall be acquired by a StadCo Transferor and added to Exhibit A in accordance with this Section 3(b)(ii) prior to the Initial Conveyance, and any such land not so acquired and added prior to the Initial Conveyance shall constitute Retained Property.

(iii). Approval; Condition to Each Conveyance. The Land Schedule and each update thereto shall be subject to the written approval of the State and KSFA, which approval shall not be unreasonably withheld, conditioned or delayed; provided that it shall be deemed reasonable for the State or KSFA to withhold approval of, and to reject by written notice to StadCo, the Land Schedule or any update thereto if the State or KSFA determines in good faith that (A) the Land Schedule is inconsistent with Exhibit A, Exhibit A-1, Exhibit A-2 or Exhibit A-3; (B) Exhibit A or Exhibit A-1 omits any Retained Property required for the Stadium Facility; (C) the Land Schedule classifies as Stadium Site any land that is not required for the Stadium Facility or the Stadium-Specific Infrastructure; or (D) the Land Schedule proposes to add Retained Property to the Transferred Property that would cause the Stadium Site to exceed the maximum acreage set forth in Section 5(a)(C). Within ten (10) Business Days after receipt of such written notice of such determination from the State or KSFA, StadCo shall (notwithstanding the sixty (60)-day proposal deadline in Section 3(b)(ii)) deliver to the State and KSFA an updated Land Schedule correcting the matters so specified and, in the case of an omission described in clause (B), identifying such Retained Property together with the other materials required by Section 3(b)(ii), in which event Section 3(b)(ii) shall thereupon apply to such Retained Property as if StadCo had proposed its addition. Approval of any update to the Land Schedule

proposing an addition to Exhibit A shall additionally be subject to the requirements of Section 3(b)(ii). The Initial Conveyance shall not occur until the Land Schedule, as updated with respect to each parcel and tract comprising the Conveyed Property, has been so approved, and at the Initial Conveyance StadCo shall certify that the Land Schedule remains true, correct and complete with respect to the Conveyed Property.

(c) Retained Property. Any real property that does not comprise part of the Transferred Property, including, without limitation, any real property owned or controlled by, or subject to an Acquisition Agreement or other right of acquisition in favor of, StadCo or any of its Affiliates (all such property, "**Retained Property**"), is not subject to this Agreement except as otherwise expressly provided herein. Except as otherwise agreed to in writing by the Parties, Retained Property may be added to the Transferred Property only by an amendment of Exhibit A in accordance with Section 3(b)(ii) prior to the Initial Conveyance, and no Retained Property may be added to the Transferred Property or to the Stadium Site following the Initial Conveyance. Upon any amendment of Exhibit A to add land to the Transferred Property, such land shall constitute a part of the Transferred Property (and, if so designated in the approved Land Schedule, part of the Stadium Site, Creek Corridor Property or the Reconveyance Property) and shall cease to be Retained Property for all purposes of this Agreement. Concurrently with any such amendment, the Parties shall amend Exhibit A-1, Exhibit A-2 or Exhibit A-3, as applicable, and Exhibit B to the CCA to reflect such addition. The Parties shall at all times maintain Exhibit B to the CCA as identical to Exhibit A-1. From and after the Reconveyance, the Reconveyance Property shall constitute Retained Property for all purposes of this Agreement.

(d) Initial Conveyance. StadCo shall, and shall cause each other StadCo Transferor to, convey the entirety of the Transferred Property, as described on Exhibit A as of the date of the Initial Conveyance (including any land added to Exhibit A pursuant to Section 3(b)(ii)), including the Stadium Site, the Creek Corridor Property and the Reconveyance Property, to the applicable KSFA Transferee in a single conveyance in accordance with the provisions of this Agreement on or before the date that is thirty (30) days following the Acquisition Completion Date (the "**Initial Conveyance**"). The Parties acknowledge the Initial Conveyance is a Condition Precedent to the issuance of any STAR Bonds under the CCA (other than the Bridge Financing Bonds, which are subject to the Bridge Conditions), and a requirement for the Commencement of the Work. Notwithstanding that the entirety of the Transferred Property is conveyed to KSFA Transferee at the Initial Conveyance, the State and KSFA shall pay, fund, reimburse or credit, directly or indirectly, only the Original Land Acquisition Cost of the portion of the Transferred Property comprising the Stadium Site and the Creek Corridor Property (each as finally determined pursuant to Section 5(a)), and then only as and to the extent provided in the CCA (including the Stadium Construction Ratio), at cost and only to the extent such cost is evidenced by closing statements, invoices and other documentation reasonably satisfactory to the State in accordance with Section 3(d)(i), and shall not pay, fund, reimburse or credit any portion of the Original Land Acquisition Cost of the Reconveyance Property, the sole consideration for the conveyance of which shall be the cost treatment of the Stadium Site and the Creek Corridor Property set forth in Section 3(d)(i), in each case subject only to such reimbursement, if any, as may be available under the Master QAD Agreement in accordance with its terms.

(i). Costs Attributable to the Stadium Site and the Creek Corridor Property. Upon the Initial Conveyance, the Original Land Acquisition Cost attributable to the portion of the Conveyed Property comprising the Stadium Site (as described on Exhibit A-1 as of the date of the Initial Conveyance), but not of any portion of the Conveyed Property comprising the Reconveyance Property, shall constitute Stadium Site Acquisition Costs and Project Costs for all purposes of the CCA, including the measurement of the Stadium

Construction Ratio, and shall be included in the land acquisition line item of the Stadium Budget, subject to an adjustment upon the Final Stadium Site Determination in accordance with Section 5(c). KSFA shall pay, fund or reimburse Stadium Site Acquisition Costs only at the Original Land Acquisition Cost thereof, as evidenced by closing statements, invoices and other documentation reasonably satisfactory to the State, and no Stadium Site Acquisition Cost shall be recognized with respect to any portion of a parcel or tract until the Allocable Land Acquisition Cost thereof has been certified by the Project Surveyor and delivered to KSFA and the State. Such treatment shall constitute the sole consideration for the Initial Conveyance, including the conveyance of the Reconveyance Property. Any portion of the Original Land Acquisition Cost of the Stadium Site paid by or on behalf of StadCo or any of its Affiliates shall, when paid, be included in Total Funded Project Costs and treated as an application of the Private Stadium Funding Commitment under the CCA. Any portion thereafter paid or reimbursed through the Public Stadium Funding Commitment, including the Bridge Commitment to the extent treated as an application thereof, shall be treated as an application of the Public Stadium Funding Commitment and shall reduce, dollar-for-dollar, the Private Stadium Funding Commitment previously applied to the same cost, without changing the amount of Total Funded Project Costs. No portion of the Public Stadium Funding Commitment (including the Bridge Commitment) shall be applied to the Stadium Site Acquisition Costs of any portion of the Stadium Site until fee simple title to the parcel or tract comprising such portion has been acquired by a StadCo Transferor and conveyed to KSFA Transferee in accordance with this Agreement. In no event shall the State or KSFA be required to advance, fund or reimburse any Stadium Site Acquisition Costs with respect to any land to which the applicable StadCo Transferor does not then hold, and has not conveyed to KSFA Transferee, fee simple title.

(ii). Costs Attributable to the Reconveyance Property. The Original Land Acquisition Cost of the Reconveyance Property shall not constitute Stadium Site Acquisition Costs, Project Costs or Total Funded Project Costs, shall not be included in the Stadium Budget, and shall not be paid, reimbursed or funded, in whole or in part, from the Public Stadium Funding Commitment, the Bridge Commitment, any Bridge Bond Proceeds or any other funds of the State or KSFA (other than funds made available under the Master QAD Agreement in accordance with its terms); provided, however, that the Original Land Acquisition Cost of the Reconveyance Property shall be eligible for reimbursement under the Master QAD Agreement, subject to and in accordance with the terms and conditions thereof. For the avoidance of doubt, no cost attributable to the acquisition of the Reconveyance Property or of any other land intended for Qualified Ancillary Development shall constitute a Project Cost.

(e) Shared Use Property. Any portion of the Stadium Site that StadCo desires to be used in connection with Retained Property (including the Reconveyance Property from and after the Reconveyance), including, for example, roadways and parking lots comprising a portion of the Stadium Site that are required by the Plans and Specifications or the NFL but are also proposed to serve adjacent Qualified Ancillary Development (each such use, a "**Shared Use**" and each such portion, "**Shared Use Property**"), may be used for such Shared Use only pursuant to a shared use and operating agreement in form agreed by the Parties (each, a "**Shared Use Agreement**"), which shall provide, at a minimum, that (i) the Stadium Facility has priority use of the Shared Use Property on all Stadium Facility event days (the "**Facility Event Days**") and at such other times as StadCo, as manager under the Stadium Management Agreement, reasonably determines are required for the Stadium Facility; (ii) the owner of the Retained Property bears all costs of operating, maintaining, repairing and replacing the Shared Use Property attributable to the Shared Use, and in no event shall any such cost be paid from the RMMO Fund or otherwise by KSFA, KSFA Transferee or the

State; and (iii) the owner of the Retained Property (which shall be a creditworthy Affiliate of StadCo acceptable to KSFA in its sole and absolute discretion) indemnifies the Indemnified Parties against all Losses arising from the Shared Use, and maintains insurance in amounts approved by KSFA naming KSFA, KSFA Transferee and the State as additional insureds. Any portion of the Stadium Site that StadCo anticipates will constitute Shared Use Property shall be identified as such on the Land Schedule and conveyed to KSFA Transferee, with its Original Land Acquisition Cost constituting Stadium Site Acquisition Costs and Project Costs for all purposes of the CCA, including the measurement of the Stadium Construction Ratio. The allocation of costs set forth in the applicable Shared Use Agreement shall govern the costs of operating, maintaining, repairing and replacing the improvements located on the Shared Use Property. No Shared Use shall commence or be permitted until KSFA Transferee, as owner, StadCo, as manager under the Stadium Management Agreement, and the owner of the applicable Retained Property have executed and recorded a Shared Use Agreement with respect to the applicable Shared Use Property.

(f) Easements. Upon the Initial Conveyance, and thereafter upon KSFA's reasonable request, StadCo shall grant, and as applicable, shall cause its respective Affiliates to grant, to KSFA Transferee, at no cost to KSFA, KSFA Transferee or the State, such perpetual, non-exclusive easements over the Retained Property as are necessary or appropriate for the construction, operation, access, utilities, drainage, security and staging of the Stadium Facility (the "**Reserved Easements**"), in recordable form approved by KSFA and StadCo, each acting reasonably, and StadCo shall cause, and shall cause any of its Affiliates to cause, as applicable, any Retained Property intended for Qualified Ancillary Development to be conveyed or developed subject to such easements. Upon the Reconveyance, KSFA Transferee shall reserve in the deed(s) of the Reconveyance Property, and the StadCo Reconveyance Transferee shall accept the Reconveyance Property subject to the Reserved Easements. To the extent the Parties reasonably determine, no later than the first anniversary of the completion of the Replat, that any portion of the Reconveyance Property lacking direct access to a public right-of-way following the Replat requires an access easement, KSFA Transferee shall grant, concurrently with the Reconveyance and at no cost to KSFA, KSFA Transferee or the State, one (1) or more non-exclusive access easements for vehicular and pedestrian access over the roadways located within the Stadium Site in favor of the owner of such portion of the Reconveyance Property, in recordable form approved by KSFA and StadCo, each acting reasonably (each, an "**Access Easement**"), which each Access Easement shall (A) be subject to the priority of the Stadium Facility on all Facility Event Days and to such reasonable rules and regulations as KSFA may adopt from time to time (provided any such rules and regulations shall not impose any material, adverse impact on StadCo's rights under an Access Easement); (B) provide that the easement holder is solely responsible for, and shall indemnify, defend and hold harmless the Indemnified Parties from and against, any and all Losses arising from the exercise of the Access Easement or from the acts or omissions of the easement holder or its employees, agents, contractors, tenants or invitees on the Stadium Site but only to the extent such Losses are not the result of the gross negligence or willful misconduct of the Indemnified Parties; (C) require the easement holder maintain insurance in amounts reasonably approved by KSFA and the easement holder (with the easement holder's approval not to be unreasonably withheld, conditioned or delayed), naming KSFA, KSFA Transferee and the State as additional insureds; (D) remain in effect only for so long as the applicable portion of the Reconveyance Property lacks direct access to a public right-of-way; and (E) otherwise be subject to Section 3(e).

4. Replat of the Transferred Property; Zoning.

(a) Replat. Following the Initial Conveyance, KSFA shall cause the Transferred Property to be replatted pursuant to the [State Platting Authority] and otherwise in accordance with Applicable Law, in consultation with StadCo, so that (i) the Stadium Site, as finally determined

pursuant to the Final Stadium Site Determination, constitutes one (1) or more separate, legally conveyable and separately assessed parcels containing no Creek Corridor Property or Reconveyance Property, and (ii) the Creek Corridor Property and the Reconveyance Property each constitute one (1) or more separate, legally conveyable and separately assessed parcels (collectively, the "**Replat**"). KSFA Transferee, as record owner of the Transferred Property, shall be the applicant for and sponsor of the Replat, and StadCo shall, and shall cause its Affiliates to, join in, consent to and support the Replat to the extent required by any Governmental Authority or reasonably requested by KSFA. KSFA shall use commercially reasonable efforts to cause the Replat to be completed and recorded as promptly as practicable following the approval of the Final Stadium Site Determination, and in any event prior to the Reconveyance Outside Date. The Parties acknowledge that the Replat is the sole purpose for which the Reconveyance Property is being conveyed to KSFA Transferee, and that the Replat shall be limited to the subdivision, platting and replatting of the Transferred Property and the dedication of such rights-of-way and easements as are identified in the Final Stadium Site Determination or are later approved in writing by the Parties prior to the Reconveyance, and shall not include any rezoning, change of zoning or land use classification, or other land use approval with respect to any portion of the Transferred Property other than the Stadium Site.[1]

(b) StadCo Cooperation; Costs of Replat. StadCo shall, at its sole cost, cause the Project Surveyor and its other consultants to prepare and deliver to KSFA and the State, within sixty (60) days following the approval of the Final Stadium Site Determination, all surveys, legal descriptions, plats, plat applications and other materials reasonably required for the Replat, in form reasonably acceptable to KSFA, and shall promptly provide such further information and revisions as KSFA, the State or any applicable Governmental Authority may reasonably require. All costs of the Replat, including surveying, engineering, platting and recording costs and the fees of any Governmental Authority, shall be borne by StadCo and shall constitute Project Costs in their entirety, without allocation among the Stadium Site, the Creek Corridor Property and the Reconveyance Property, in each case pursuant to clause (I) of the definition of Project Costs in the CCA, the Parties hereby approving the same for such purpose, and subject to the Stadium Construction Ratio. KSFA shall cause KSFA Transferee, as record owner, to execute such plat applications, owner consents, dedications and other instruments as may be reasonably required for the Replat, provided that they are consistent with this Agreement and impose no cost, liability or obligation on KSFA, KSFA Transferee, the State, or any of their respective employees, contractors, consultants, or agents.

(c) Zoning; No Rezoning of Reconveyance Property. The Parties acknowledge and agree that (i) the zoning and land use regulation of the Stadium Site shall be governed by the [State Platting Authority], any other Applicable Law governing the Stadium Facility and the Definitive Documentation; (ii) the Reconveyance Property (including any Qualified Ancillary Development located or to be located thereon) is and shall remain subject to all zoning, subdivision, land use, building and permitting requirements of the Unified Government and any other applicable Governmental Authority, and nothing in this Agreement, the Replat or the ownership of the Reconveyance Property by KSFA Transferee shall be deemed to exempt the Reconveyance Property from, or to alter, any such requirements following the Reconveyance; and (iii) consistent with the Settlement Agreement, none of the State, KSFA or KSFA Transferee shall seek, apply for, approve or effect, and nothing in this Agreement shall require or be construed to permit any of them to seek, apply for, approve or effect, any rezoning, change in zoning classification, special or

[1] ***Sidley Note to Draft***: The State process by which the Transferred Property will be replatted outside of the Unified Government's ordinary subdivision process has not yet been established. The reference to the "State Platting Authority" is a placeholder to be conformed once that process is identified or enacted.

conditional use permit, or other change in the land use entitlements of any portion of the Transferred Property other than the Stadium Site. During the period in which KSFA Transferee holds title to the Reconveyance Property, none of the State, KSFA or KSFA Transferee shall take, and StadCo shall not request that any of them take, any action with respect to the Reconveyance Property other than the Replat, the Reconveyance and the other actions expressly contemplated by this Agreement. The Parties acknowledge that, although the entirety of the Transferred Property will be platted pursuant to Section 4(a), only the Stadium Site is subject to zoning and land use regulation under the [State Platting Authority], and no portion of the Transferred Property that is not included within a Stadium Site parcel shall be zoned or rezoned by or at the direction of the State or KSFA.

(d) Governmental Coordination. To the extent any review, approval, consent or coordination of the Unified Government or any other Governmental Authority is required in connection with the Replat or the Reconveyance, the Parties shall cooperate in good faith and use commercially reasonable efforts to obtain the same on an expedited basis. If the process contemplated by the [State Platting Authority] has not been established under Applicable Law as of the approval of the Final Stadium Site Determination, the Parties shall cooperate in good faith to cause the Replat to be accomplished through such other process as is then available under Applicable Law, and the Reconveyance Outside Date shall not be extended by reason thereof unless otherwise agreed to in writing by the Parties. Any delay in the completion of the Replat or the Reconveyance resulting from the review, approval, processing or recording of the Replat by the Unified Government or any other Governmental Authority, notwithstanding KSFA's diligent pursuit thereof, shall not constitute a breach of this Agreement or a default by KSFA or the State, provided that KSFA shall continue to diligently pursue the Replat and shall cause the Reconveyance to occur in accordance with Section 5(b).

5. Final Stadium Site Determination; Reconveyance of Reconveyance Property; No Further Conveyances.

(a) Final Stadium Site Determination. Not later than one hundred eighty (180) days following the Initial Conveyance, and in any event not later than ninety (90) days prior to the Reconveyance Outside Date, StadCo shall, after consultation with the State and KSFA, make a final determination of the boundaries and configuration of the Stadium Site, in its good-faith and reasonable judgment based upon the then-current Plans and Specifications and the Stadium-Specific Infrastructure, roadway, parking, access, utility, drainage and other requirements of the Stadium Facility. In connection with such determination, StadCo shall deliver to the State and KSFA an updated Land Schedule and preliminary legal descriptions prepared by the Project Surveyor and certified to KSFA, KSFA Transferee, the State and the Title Company identifying: (i) the portion of the Transferred Property that will comprise the Stadium Site; (ii) the portion of the Transferred Property that will comprise the Reconveyance Property; (iii) the portion of the Transferred Property that will comprise the Creek Corridor Property; (iv) the easements and other property interests over the Reconveyance Property to be reserved for the benefit of the Stadium Facility pursuant to Section 3(f), any Shared Use Property and the Shared Uses proposed with respect thereto, and any Access Easements to be granted pursuant to Section 3(f); and (v) the Allocable Land Acquisition Cost of the Stadium Site, the Creek Corridor Property, and the Reconveyance Property (collectively, the "**Final Stadium Site Determination**"). The State and KSFA shall have thirty (30) days following the initial delivery by StadCo of the Final Stadium Site Determination to approve or disapprove the same, which approval shall not be unreasonably withheld, conditioned or delayed so long as the Stadium Site as so determined (A) includes all land reasonably required for the Stadium Facility and the Stadium-Specific Infrastructure, (B) does not include any land intended for Qualified Ancillary Development (other than Shared Use Property identified as such), (C) comprises not less than 320 acres and not more than 355 acres, and (D) is

otherwise consistent with this Agreement, the CCA and the other Definitive Documentation. If the State and KSFA fail to respond within such thirty (30)-day period, StadCo may deliver a second written notice conspicuously stating that failure to respond within ten (10) Business Days will result in deemed approval, and if the State and KSFA fail to respond within such ten (10) Business Day period, they shall be deemed to have approved the Final Stadium Site Determination; provided that no Final Stadium Site Determination shall be deemed approved if the Stadium Site as so determined exceeds the maximum acreage set forth in clause (C). Upon the approval of the Final Stadium Site Determination as set forth herein, (1) Exhibit A-1, Exhibit A-2 and Exhibit A-3 to this Agreement and Exhibit B to the CCA shall be amended by written amendment of the Parties to reflect the Final Stadium Site Determination, (2) the property identified therein as comprising the Stadium Site shall constitute the Stadium Site for all purposes of this Agreement, the CCA and the other Definitive Documentation, and (3) the property identified therein as comprising the Creek Corridor Property and the Reconveyance Property shall constitute the Creek Corridor Property and the Reconveyance Property, respectively. If StadCo fails to submit the Final Stadium Site Determination by the date required by this Section 5(a), the Stadium Site, the Reconveyance Property and Creek Corridor Property as described on Exhibit A-1, Exhibit A-2 and Exhibit A-3, respectively, as of the Initial Conveyance shall be deemed to constitute the approved Final Stadium Site Determination for all purposes of this Agreement.

(b) Reconveyance. Promptly following the completion and recording of the Replat, and in any event no later than the date that is twelve (12) months after the date of the Initial Conveyance (the "**Reconveyance Outside Date**"), KSFA shall cause KSFA Transferee to convey the Reconveyance Property to StadCo or such Affiliate of StadCo as StadCo may designate in writing not less than thirty (30) days prior to the Reconveyance (StadCo or such designee, the "**StadCo Reconveyance Transferee**"; such conveyance, the "**Reconveyance**"). For the avoidance of doubt, the Creek Corridor Property shall not be conveyed at the Reconveyance and shall be retained by KSFA Transferee in accordance with Section 5(d). The Reconveyance shall be consummated through the Title Company in accordance with Section 8(a), as reasonably applicable. Not less than thirty (30) days prior to the Reconveyance Outside Date, StadCo shall deliver to KSFA written notice specifying the StadCo Reconveyance Transferee and the proposed date of the Reconveyance; provided that the failure of StadCo to deliver such notice shall not be deemed a default hereunder by StadCo nor shall it relieve KSFA of its obligation to cause the Reconveyance to occur no later than the Reconveyance Outside Date, and in such event KSFA Transferee may convey the Reconveyance Property to StadCo. If the Replat has not been completed and recorded prior to the Reconveyance Outside Date, KSFA shall nevertheless cause KSFA Transferee to convey the Reconveyance Property on or before the Reconveyance Outside Date by metes-and-bounds legal description prepared by the Project Surveyor, to the extent such conveyance is permitted under Applicable Law, and the Parties shall thereafter continue to cooperate in good faith to complete the Replat in accordance with Section 4; and to the extent such conveyance is not then permitted under Applicable Law, the Parties shall cooperate in good faith to cause the Reconveyance to occur at the earliest date permitted under Applicable Law following the completion of the Replat. In no event shall KSFA or KSFA Transferee be required or permitted to hold title to any portion of the Reconveyance Property following the Reconveyance Outside Date, except to the extent the Reconveyance is prohibited by Applicable Law or is delayed by the act or omission of KSFA or KSFA Transferee where such party is under an affirmative duty or obligation to act.

(c) Reconveyance Deliverables; Consideration; Cost Treatment. At the Reconveyance, KSFA shall cause KSFA Transferee to execute and deliver (i) one (1) or more special warranty deeds in the form attached hereto as Exhibit B (modified as appropriate to reflect KSFA Transferee as grantor), conveying the Reconveyance Property to the StadCo Reconveyance

Transferee subject only to (A) the Permitted Exceptions applicable to the Reconveyance Property as of the Initial Conveyance, (B) matters arising by, through or under StadCo or any of its Affiliates or resulting from the Replat, (C) the Reserved Easements, including any easements and other property interests reserved pursuant to Section 3(f) and any Shared Use Agreement, and (D) general real estate taxes and assessments not yet due and payable; (ii) evidence reasonably satisfactory to the Title Company of the authority of KSFA Transferee to transfer the Reconveyance Property; (iii) an assignment to the StadCo Reconveyance Transferee in a form reasonably acceptable to StadCo and KSFA, without recourse, representation or warranty, of the surveys, reports, permits and entitlements assigned to KSFA Transferee pursuant to Section 8(b)(ix) to the extent relating solely to the Reconveyance Property; and (iv) such other customary documents as the Title Company may reasonably require of a grantor that are consistent with this Agreement and impose no cost, liability or obligation on KSFA, KSFA Transferee or the State. KSFA Transferee shall not be required to deliver any title affidavit, indemnity or other instrument other than as to matters arising by, through or under KSFA Transferee. The consideration for the Reconveyance shall be the sum of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, it being acknowledged by the Parties that KSFA has paid no separately allocated acquisition payment for the Reconveyance Property, the Original Land Acquisition Cost of the Reconveyance Property has not been and shall not be treated as Stadium Site Acquisition Costs or Project Costs, and that no portion of the Public Stadium Funding Commitment has been or shall be applied thereto. For the avoidance of doubt, the State and KSFA have paid and shall pay, fund, reimburse or credit only the Original Land Acquisition Cost of the Stadium Site at cost and only to the extent evidenced by closing statements, invoices and other documentation reasonably satisfactory to the State, and nothing in this Section 5(c) shall be construed to require the State or KSFA to bear any portion of the Original Land Acquisition Cost of the Reconveyance Property. If, upon the Final Stadium Site Determination, any land that was treated as part of the Stadium Site at the Initial Conveyance is determined to comprise Reconveyance Property, then the Allocable Land Acquisition Cost of such land shall, from and after such determination, cease to constitute Stadium Site Acquisition Costs and Project Costs and shall be removed from Total Funded Project Costs and the Stadium Budget; any portion of the Public Stadium Funding Commitment (including the Bridge Commitment) theretofore applied to such Allocable Land Acquisition Cost shall be credited against, and shall reduce, the amounts otherwise payable under the next Request for Disbursement of the Public Stadium Funding Commitment following such determination, in accordance with the CCA and the Bond Documents; and the Stadium Construction Ratio shall be retested in accordance with Section 4.6 of the CCA after giving effect to such adjustments. If, upon the Final Stadium Site Determination, any land that was treated as Reconveyance Property at the Initial Conveyance is determined to comprise part of the Stadium Site, then the Allocable Land Acquisition Cost of such land shall, from and after such determination, constitute Stadium Site Acquisition Costs and Project Costs in accordance with Section 3(d) as if conveyed as part of the Stadium Site at the Initial Conveyance. The Parties shall reasonably cooperate and make such adjustments and reallocations as may be necessary or appropriate following the Final Stadium Site Determination to ensure that all Original Land Acquisition Costs attributable to the land conveyed at the Initial Conveyance, whether ultimately determined to constitute part of the Stadium Site, the Creek Corridor Property or the Reconveyance Property, are properly allocated as Project Costs or excluded therefrom, as applicable, and appropriately reflected in the Stadium Budget, without duplication or omission; the treatment of any cost attributable to the Reconveyance Property under the Master QAD Agreement, if any, shall be governed solely thereby. All costs of the Reconveyance, including title insurance premiums (if any), escrow and closing fees, survey costs, recording fees, transfer or documentary taxes and all other closing costs, shall be borne by StadCo (collectively, the "**Reconveyance Costs**"), and each Party shall bear its own attorneys' fees. Reconveyance Costs shall not constitute Stadium Site Acquisition Costs and may constitute Project Costs to the extent permitted under the CCA, in which case such costs shall be subject to the Stadium Construction Ratio and the other provisions of the

CCA applicable to Project Costs; provided, however, that the Original Land Acquisition Cost of the Reconveyance Property shall not constitute Project Costs but shall be eligible for reimbursement under the Master QAD Agreement, subject to and in accordance with the terms and conditions thereof.

(d) Creek Corridor Property. The Parties acknowledge and agree that (i) the Creek Corridor Property shall be conveyed to KSFA Transferee as part of the Initial Conveyance and shall be retained by KSFA Transferee following the Reconveyance; (ii) the Creek Corridor Property does not constitute part of the Stadium Site or the Reconveyance Property, and no portion thereof shall be conveyed to StadCo, any StadCo Reconveyance Transferee or any Affiliate of StadCo under this Agreement; and (iii) the Original Land Acquisition Cost of the Creek Corridor Property shall constitute Stadium Site Acquisition Costs and Project Costs for all purposes of this Agreement and the CCA, and shall be funded in the same manner, and subject to the same conditions (including the Stadium Construction Ratio), as the Original Land Acquisition Cost of the Stadium Site pursuant to Section 3(d)(i). The Creek Corridor Property shall be subject to the provisions of Section 10(a). Following the Reconveyance, KSFA Transferee may, in its sole discretion and subject to Applicable Law and the Bond Documents, convey, dedicate or grant easements over all or any portion of the Creek Corridor Property to or in favor of the Unified Government or any other Public Entity for public purposes, and StadCo shall have no right to receive or approve any such conveyance; provided that any such conveyance shall be made subject to the Reserved Easements and any other easements or rights reasonably required for the Stadium Facility.

(e) Reconveyance Property During KSFA Transferee Ownership. During the period from the Initial Conveyance through the Reconveyance: (i) StadCo shall pay, prior to delinquency, all real estate taxes, special assessments and other governmental charges, if any, levied or assessed against the Reconveyance Property (to the extent the same are not exempt by reason of KSFA Transferee's ownership), and shall indemnify the Indemnified Parties against any such amounts, including any rollback, recapture or similar taxes resulting from the Reconveyance; (ii) StadCo shall, at its sole cost, maintain the Reconveyance Property in a safe condition and in compliance with Applicable Law, and shall maintain commercial general liability insurance with respect to the Reconveyance Property in the amounts required by Article 6 of the CCA or such other minimum amounts as may be reasonably approved by KSFA and StadCo (StadCo's approval not to be unreasonably withheld, conditioned or delayed), naming KSFA, KSFA Transferee and the State as additional insureds; (iii) all risk of casualty to, or condemnation of, the Reconveyance Property shall be borne by StadCo, and KSFA Transferee shall have no obligation to repair, restore or insure the Reconveyance Property, except to the extent caused by the gross negligence or willful misconduct of KSFA, KSFA Transferee or their respective employees or agents acting at their direction; (iv) KSFA shall cause KSFA Transferee not to lease, grant any option with respect to, or otherwise transfer any interest in the Reconveyance Property other than as contemplated by this Agreement, and not to use or permit the use of the Reconveyance Property other than for the Project-related access and activities contemplated by Section 2(f); and (v) StadCo shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses arising from or relating to the Reconveyance Property or the ownership thereof by KSFA Transferee, except to the extent caused by the gross negligence or willful misconduct of the applicable Indemnified Party. The Reconveyance Property shall be conveyed at the Reconveyance in its then "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition, without any representation or warranty by KSFA, KSFA Transferee or the State other than the special warranty of title contained in the deed, and StadCo, for itself and the StadCo Reconveyance Transferee, shall release the Indemnified Parties from any claim with respect to the physical condition of the Reconveyance Property upon the Reconveyance.

(f) No Further Conveyances. The Parties acknowledge and agree that, other than the Initial Conveyance and the Reconveyance, no conveyance of land between any StadCo Transferor or any of its Affiliates, on the one hand, and KSFA or any KSFA Transferee, on the other hand, is contemplated by or shall be required under this Agreement. Without limiting the foregoing, (i) following the Initial Conveyance, no Retained Property or Reconveyance Property shall be added to the Stadium Site or conveyed to KSFA or any KSFA Transferee, and (ii) following the Reconveyance, no portion of the Stadium Site shall be removed from the Stadium Site or conveyed to StadCo or any of its Affiliates, in each case except pursuant to a written amendment of this Agreement approved by the Parties and otherwise in compliance with Applicable Law and the Bond Documents. Any land that StadCo determines, following the Initial Conveyance, to be required for the Stadium Facility and that is not then part of the Stadium Site shall be made available for such purpose, if at all, by easement, license or other arrangement approved by KSFA that does not involve a conveyance of fee simple title to KSFA Transferee. For the avoidance of doubt, this Section 5(f) shall not prohibit adjustments to the boundaries or classification of the Stadium Site and the Reconveyance Property within the Transferred Property pursuant to the Final Stadium Site Determination in accordance with Sections 5(a) and 5(c).

6. Administrative Certificates. Promptly after the Initial Conveyance, the approval of the Final Stadium Site Determination and the Reconveyance, StadCo shall prepare and deliver to the State and KSFA, with supporting documentation, a certificate showing the legal description, acreage or square footage, Original Land Acquisition Cost or Allocable Land Acquisition Cost, as applicable, of each of the Stadium Site, the Creek Corridor Property and of the Reconveyance Property, and the resulting Stadium Site Acquisition Costs and any adjustments thereto pursuant to Section 5(c). Absent manifest error, fraud or intentional misrepresentation, and subject to the provisions of the CCA, a certificate countersigned by the State and KSFA shall constitute conclusive administrative evidence of the matters set forth therein and may be relied upon by the Parties, the Title Company, financing parties and auditors.

7. Title Commitment; Survey.

(a) Title Commitment. The Parties hereby acknowledge and agree that as of the Effective Date, StadCo has delivered to KSFA and the State that certain Title Commitment No. [_____] (the "**Title Commitment**") issued by the Title Company with respect to the Transferred Property as described on Exhibit A as of the Effective Date, with a copy of such Title Commitment attached hereto as Schedule 7. The Schedule B, Part II exceptions contained in the Title Commitment that have been approved by KSFA and the State are identified on Schedule 7(a)-1

(b) attached hereto and, together with the matters described in clauses (ii) through (iv) of the definition thereof, constitute the "Permitted Exceptions". The Schedule B, Part II exceptions identified on Schedule 7(a)-2

(c) attached hereto (the "**Required Cure Items**") shall be removed of record or, with the written consent of KSFA provided in its sole and absolute discretion, insured over by the Title Company, in each case by StadCo at its sole cost prior to the Initial Conveyance. Not less than thirty (30) days prior to the Initial Conveyance, StadCo shall cause the Title Company to deliver to KSFA and the State an update of the Title Commitment covering the entirety of the Transferred Property, dated not earlier than thirty (30) days prior to such delivery, together with legible copies of all documents referenced therein, and shall cause the Title Commitment to be further updated through the date of the Initial Conveyance. Notwithstanding anything herein to the contrary, in the event an update is made to the Title Commitment (or to any Additional Title Commitment) and any items first appear after the Effective Date (or, in the case of an Additional Title Commitment, after

the date of its initial delivery) which affect any portion of the Transferred Property not yet conveyed (each, a "**New Title Matter**"), KSFA and the State shall have the right to send written objections to StadCo with respect to such New Title Matter (a "**New Title Objection**"); provided, however, that KSFA and the State must deliver a New Title Objection to StadCo within ten (10) Business Days of receipt of such updated Title Commitment and legible copies of all documents referenced therein. StadCo shall, at its sole cost, cure prior to the applicable Conveyance any New Title Matter that (i) is a monetary lien or other matter curable by the payment of money, (ii) was created by or through StadCo or any of its Affiliates, or (iii) is the subject of a New Title Objection; provided that with respect to a New Title Matter described in clause (iii) that StadCo is unable to cure despite diligent efforts, KSFA may, at its election, require StadCo to cause the Title Company to insure over such matter at StadCo's cost, defer the applicable Conveyance until such matter is cured, or treat the failure to cure as a failure of a condition to such Conveyance. It shall be a condition to the obligation of KSFA to accept any Conveyance that, at the Initial Conveyance, the Title Company shall issue to KSFA Transferee, or shall deliver to KSFA Transferee a pro forma policy irrevocably committing the Title Company to issue, an ALTA extended coverage owner's policy of title insurance at standard rates insuring KSFA Transferee's fee simple title to the entirety of the Transferred Property, in which the Stadium Site, the Creek Corridor Property and the Reconveyance Property are separately described and are each insured in an amount not less than the Original Land Acquisition Cost thereof, subject only to the applicable Permitted Exceptions, with such endorsements as KSFA Transferee may reasonably require, the premium for which shall be paid by StadCo. StadCo shall cause such owner's policy to be issued and delivered to KSFA Transferee within sixty (60) days after the Initial Conveyance; provided, however, that such sixty (60)-day period shall be permitted only if, at the Initial Conveyance, the Title Company delivers to KSFA Transferee and KSFA a pro forma policy irrevocably committing the Title Company to issue such owner's policy in accordance with the requirements of this Section 7(a). Title matters with respect to any land added to Exhibit A after the Effective Date shall additionally be governed by Section 7(f).

(d) Survey. The Parties hereby acknowledge and agree that as of the Effective Date, StadCo has delivered to KSFA and the State one (1) or more ALTA/NSPS Land Title Surveys prepared by the Project Surveyor that in the aggregate cover the Transferred Property as described on Exhibit A as of the Effective Date (collectively, the "**Survey**"); provided, however, that StadCo shall, at its sole cost and not less than thirty (30) days prior to the Initial Conveyance, update the Survey (or, as applicable, the Additional Survey) and deliver to KSFA and the State a standalone ALTA/NSPS Land Title Surveys of each of the Stadium Site, the Creek Corridor Property and the Reconveyance Property, dated not earlier than ninety (90) days prior to the Initial Conveyance, prepared by the Project Surveyor, certified to KSFA, KSFA Transferee, the State and the Title Company, that reference the Title Commitment (or the applicable Additional Title Commitment), include such Table A items as KSFA may reasonably request (the "**Updated Surveys**"). It shall be a condition to the obligation of KSFA to accept the Initial Conveyance that the Updated Surveys shall have been delivered. Promptly following the recording of the Replat, StadCo shall, at its sole cost, cause the owner's policy described in Section 7(a) to be endorsed or reissued, and the Updated Surveys to be updated, to reflect the Stadium Site and the Creek Corridor Property as replatted. The matters shown on the Survey that have been approved by KSFA and the State are identified on **Schedule 7(b)** attached hereto and shall constitute Permitted Exceptions. StadCo shall, at its sole cost and prior to the applicable Conveyance, cure all encroachments, gaps, and boundary discrepancies not so identified (or, in the case of land added to Exhibit A after the Effective Date, not approved pursuant to Section 7(f)). Notwithstanding anything herein to the contrary, in the event an update is made to the Survey, any Additional Survey or the Updated Surveys after they are initially completed and any items first appear thereafter which materially affect any portion of the Transferred Property not yet conveyed (each, a "**New Survey Matter**"), KSFA and the State

shall have the right to send written objections to StadCo with respect to such New Survey Matter (a "**New Survey Objection**"); provided, however, that KSFA and the State must deliver a New Survey Objection to StadCo within ten (10) Business Days of receipt of such updated Survey, Additional Survey or Updated Survey, as applicable, that contains a New Survey Matter. Any New Survey Matter that is the subject of a New Survey Objection shall be cured by StadCo at its sole cost prior to the applicable Conveyance, and KSFA shall otherwise have the elections set forth in Section 7(a) with respect thereto as if such New Survey Matter were a New Title Matter.

(e) Cooperation. Notwithstanding the occurrence of any Conveyance or any waiver or expiration of any objection right under this Agreement, from and after each Conveyance, StadCo shall, at its sole cost, cure, remove, resolve, insure over or otherwise mitigate, and KSFA and the State shall (and KSFA shall cause KSFA Transferee to) reasonably cooperate with StadCo (at no cost or liability to KSFA, KSFA Transferee or the State) in addressing, any title or survey matter affecting the Transferred Property (or, following the Reconveyance, the Stadium Site and the Creek Corridor Property) or the Project, whether identified before, at or after any Conveyance, including any matter reflected in the Title Commitment, any Additional Title Commitment, any update to either of the foregoing, the Survey, any Additional Survey, the Updated Surveys or any update thereto, and any New Title Matter or New Survey Matter. Such cooperation shall include, as reasonably requested and applicable, (i) executing and delivering affidavits, corrective or confirmatory instruments, easements, consents, releases, boundary line agreements and other instruments reasonably necessary to address such matter, and (ii) reasonably cooperating with the Title Company, the Project Surveyor, applicable governmental authorities, adjoining property owners and other affected third parties. The obligations of the Parties under this Section 7(e) shall survive each applicable Conveyance and the delivery and recording of the instruments contemplated by this Agreement.

(f) Title and Survey for Land Added to Exhibit A. Concurrently with any updated Land Schedule proposing to add Retained Property to the Transferred Property under Section 3(b)(ii), and in any event not less than thirty (30) days prior to the applicable Conveyance, StadCo shall deliver to KSFA and the State (i) a commitment for an owner's policy of title insurance issued by the Title Company with respect to such land, with legible copies of all documents referenced therein (each, an "**Additional Title Commitment**"), and (ii) an ALTA/NSPS Land Title Survey of such land prepared by the Project Surveyor and certified to KSFA, KSFA Transferee, the State and the Title Company (each, an "**Additional Survey**"). KSFA and the State may object in writing to any exception or survey matter shown thereon within fifteen (15) Business Days after receipt of the complete Additional Title Commitment and Additional Survey. Each matter not so objected to shall constitute a Permitted Exception with respect to such land. StadCo shall cure each matter so objected to prior to the applicable Conveyance, and Section 7(a) shall apply to any such matter as if it were a New Title Matter subject to a New Title Objection.

8. Conveyances; Deliverables.

(a) Conveyance Process; Escrow. Each Conveyance under this Agreement shall be consummated through the Title Company at a time to be agreed upon by the Parties or in escrow with the Title Company. No Party is required to be physically present for a Conveyance, provided the Parties have delivered, in advance, the requested and required originally executed conveyance documents to the Title Company. Authorization to the Title Company to proceed to close may be authorized by phone, fax or by electronic means. The Parties shall cooperate in good faith to satisfy the conditions to, and execute documents in advance of, each Conveyance. Not less than three (3) Business Days prior to each Conveyance, StadCo shall cause the Title Company to deliver to the Parties a preliminary closing statement showing the closing costs payable by StadCo under Section

8(d) and any other amounts to be paid or credited at such Conveyance, which shall be subject to the approval of KSFA.

(b) Deliverables at Each Conveyance. At the Initial Conveyance, StadCo shall execute and/or deliver, and shall cause each other applicable StadCo Transferor to execute and/or deliver, to KSFA, KSFA Transferee and the Title Company, as appropriate, the following items with respect to the Conveyed Property:

(i). One (1) or more Kansas statutory form special warranty deeds in the form attached hereto as Exhibit B, conveying to KSFA Transferee good, marketable and insurable (at standard rates) fee simple title to the Conveyed Property and all improvements thereon, free and clear of all liens and encumbrances other than the Permitted Exceptions applicable thereto (each, a "**Stadium Deed**").

(ii). An owner's affidavit, gap indemnity and such other documents as the Title Company may require to delete the standard pre-printed exceptions and to issue the owner's policy required by Section 7(a) with respect to the Conveyed Property.

(iii). A certificate of non-foreign status under Section 1445 of the Internal Revenue Code from each StadCo Transferor conveying any portion of the Conveyed Property.

(iv). Evidence reasonably satisfactory to KSFA and the Title Company of the good standing and authority of each StadCo Transferor conveying any portion of the Conveyed Property.

(v). The Joinder of each StadCo Transferor conveying any portion of the Conveyed Property, to the extent not previously delivered, together with evidence reasonably satisfactory to KSFA that such StadCo Transferor is an Affiliate of StadCo.

(vi). A certificate of StadCo and of each StadCo Transferor conveying any portion of the Conveyed Property, dated as of such Conveyance, certifying that (A) the representations and warranties of StadCo and such StadCo Transferor in this Agreement and in its Joinder are true and correct in all material respects as of such date with respect to the Conveyed Property, and (B) the Land Schedule, the Due Diligence Materials and the Known Conditions Schedule are true, accurate and complete in all material respects with respect to the Conveyed Property, as required by Sections 2(g) and 3(b) of this Agreement.

(vii). Releases, satisfactions and payoff letters for all mortgages, deeds of trust and other monetary liens affecting the Conveyed Property, if any.

(viii). Evidence reasonably satisfactory to KSFA that all leases, occupancy agreements and other possessory rights of third parties affecting the Conveyed Property, if any, have been terminated at StadCo's sole cost and that possession of the Conveyed Property will be delivered vacant at such Conveyance.

(ix). An assignment to KSFA Transferee of all surveys, reports, permits, entitlements and warranties relating to the Conveyed Property, together with the Due Diligence Materials and reliance letters from the preparers thereof in favor of KSFA, KSFA Transferee and the State, which StadCo shall obtain at its sole cost.

(x). Any easements over Retained Property required by Section 3(f) in connection with such Conveyance, if applicable.

(xi). Any Shared Use Agreement required by Section 3(e) with respect to the Conveyed Property, if applicable.

(xii). A closing or settlement statement for each parcel or tract comprising the Conveyed Property, certified by StadCo, evidencing the Original Land Acquisition Cost thereof and the date on which each component was paid.

(xiii). The owner's policy of title insurance required by Section 7(a) with respect to the Conveyed Property, or the Title Company's irrevocable commitment to issue the same.

(xiv). Other closing documents or instruments reasonably required by this Agreement, the CCA, the Parties or the Title Company to convey the Conveyed Property to KSFA Transferee.

(c) Conditions to Each Conveyance. Without limiting any other provision of this Agreement, the obligation of KSFA to accept, or to cause KSFA Transferee to accept, any Conveyance shall be subject to the satisfaction (or written waiver by KSFA) of each of the following conditions with respect to the Conveyed Property: (i) the Land Schedule shall have been approved in accordance with Section 3(b); (ii) StadCo shall have delivered all Due Diligence Materials and the updated Known Conditions Schedule required by Section 2(g); (iii) all Required Cure Items (in the case of the Initial Conveyance) and all New Title Matters, New Survey Matters and other matters required to be cured under Section 7 shall have been cured; (iv) each lot, parcel and tract comprising the Conveyed Property shall be conveyed in its entirety in accordance with Section 3(a), and no subdivision, lot split or other approval of the Unified Government shall be required for the conveyance thereof; (v) each StadCo Transferor conveying any portion of the Conveyed Property shall have executed and delivered its Joinder in accordance with Section 2(b), and StadCo shall have delivered each of the items required by Section 8(b); (vi) the representations and warranties of StadCo in Section 9 shall be true and correct in all material respects as of such Conveyance with respect to the Conveyed Property; (vii) the approvals described in Section 8(f) shall have been obtained; (viii) StadCo shall have delivered the owner's policy of title insurance (or caused the Title Company to commit to issuing the same) and the Updated Surveys required by Sections 7(a) and 7(d) and complied with its obligations required by Sections 7(a) and 7(d); (ix) StadCo shall have delivered the environmental assessments and certificate required by Section 10(a), and the Transferred Property shall be in the Clean Condition; and (x) StadCo shall have complied with Section 2(h). The provisions of this Section 8 shall apply to the Reconveyance only to the extent expressly provided in Section 5.

(d) Closing Costs. StadCo shall be responsible for all title insurance premiums and endorsement charges, escrow and closing fees, survey costs, subdivision and platting costs, recording fees and all other closing costs with respect to the Initial Conveyance and the Reconveyance under this Agreement. Each Party shall bear its own attorneys' fees. StadCo shall pay all real estate taxes and special assessments attributable to the Conveyed Property for all periods through the applicable Conveyance, together with any rollback, recapture or similar taxes triggered by any Conveyance hereunder, and no such amounts shall be prorated against KSFA or KSFA Transferee.

(e) Risk of Loss. All risk of casualty to, or condemnation of, any portion of the Transferred Property prior to the Conveyance thereof shall be borne by StadCo. If any material portion of the Conveyed Property is damaged or taken prior to the applicable Conveyance, KSFA may, without any obligation to and in its sole and absolute discretion, require StadCo to (i) proceed to such Conveyance and assign to KSFA Transferee all insurance proceeds and condemnation awards attributable thereto, or (ii) substitute other property acceptable to KSFA in its reasonable discretion, at StadCo's sole cost.

(f) Approvals. The obligations of the State and KSFA to accept, or to cause each applicable KSFA Transferee to accept, any Conveyance hereunder are subject to the receipt of any approval of KDFA required under the CCA and any other approval required by Applicable Law, and neither the State nor KSFA shall have any liability to StadCo if any such approval is not obtained.

9. Representations and Warranties of StadCo and the StadCo Transferors. StadCo represents and warrants to KSFA and the State, and each StadCo Transferor other than StadCo, by its Joinder, represents and warrants to KSFA and the State as to itself and the portion of the Transferred Property owned or to be conveyed by it, in each case as of the Effective Date (or, in the case of a StadCo Transferor other than StadCo, the date of its Joinder) with respect to the Transferred Property as described on Exhibit A as of such date, and as of each Conveyance with respect to the Conveyed Property (references in this Section 9 to the Transferred Property being deemed, as of any Conveyance, to refer to the Conveyed Property), as follows:

(a) *Power*. Each StadCo Transferor is a [limited liability company] duly organized, validly existing and in good standing under the laws of the state of its organization, is authorized to transact business in the State of Kansas, and has the legal power, right and authority to execute, deliver and perform this Agreement (or, in the case of a StadCo Transferor other than StadCo, its Joinder) and the instruments referenced herein to be executed by it, and to consummate the transactions contemplated hereby and thereby.

(b) *Requisite Action*. All requisite limited liability company, partnership or corporate action, as applicable, has been taken by each StadCo Transferor in connection with its execution and delivery of this Agreement (or its Joinder) and the instruments referenced herein and the consummation of the transactions contemplated hereby and thereby. Other than the Replat contemplated by Section 4 and the approvals described in Section 8(f), no consent of any partner, shareholder, member, manager, creditor, investor, judicial or administrative body, Governmental Authority or other Person is required which has not been obtained to permit each StadCo Transferor to execute and deliver this Agreement (or its Joinder) and to consummate the transactions contemplated hereby and thereby.

(c) *Conflicts*. Neither the execution and delivery of this Agreement, any Joinder or the documents referenced herein, nor the incurrence of the obligations set forth herein or therein, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of any of the terms, conditions or provisions of, or constitutes a default under, any Applicable Law, any organizational document of any StadCo Transferor, or any bond, note or other evidence of indebtedness or any contract, lease, order, decree or other agreement or instrument to which any StadCo Transferor is a party or by which any StadCo Transferor or the Transferred Property is bound.

(d) *Ownership; Title*. One or more StadCo Transferors collectively hold (or, as of the applicable Conveyance, will hold) good, marketable and insurable fee simple title to the Transferred Property, free and clear of all liens and encumbrances other than the Permitted Exceptions.

(e) *Leases, Purchase Agreements and Other Interests*. Other than (i) the rights of the StadCo Transferors to acquire the Transferred Property from the sellers thereof under the Acquisition Agreements prior to the Initial Conveyance, (ii) the Permitted Exceptions, (iii) prior to the Initial Conveyance, any Prohibited Right set forth on Schedule 2(h), and (iv) any Prohibited Right waived by KSFA pursuant to Section 2(h), there are no leases, purchase agreements, options, licenses, rights of first offer or first refusal to purchase or lease, or other possessory or contractual rights of any third party outstanding with respect to the Transferred Property, and, other than as described in clauses (iii) and (iv), no Prohibited Right exists with respect to the Transferred Property. StadCo shall cause each lease and other right of occupancy affecting the Conveyed Property, if any, to be terminated on or prior to the applicable Conveyance, and no such lease or right shall be binding upon the Conveyed Property, KSFA or KSFA Transferee following such Conveyance.

(f) *Contracts*. Other than the Permitted Exceptions and the Definitive Documentation, there are no service contracts, maintenance agreements, utility agreements, equipment leases, development agreements or other contracts affecting the Transferred Property to which StadCo or any Affiliate of StadCo is a party that will be binding upon the Transferred Property, KSFA or KSFA Transferee following the applicable Conveyance.

(g) *Litigation*. There is no pending or, to StadCo's Knowledge, threatened action, proceeding or claim which arises from or relates to the Transferred Property or its zoning classification, and there is no action, proceeding or claim pending or, to StadCo's Knowledge, threatened against any StadCo Transferor before any court or administrative agency that affects the Transferred Property or that would prevent any StadCo Transferor from performing its obligations under this Agreement.

(h) *Condemnation*. There is no condemnation or eminent domain proceeding pending or, to StadCo's Knowledge, threatened with regard to any part of the Transferred Property, and, to StadCo's Knowledge, no such proceeding is proposed.

(i) *Compliance with Laws*. No StadCo Transferor has received any written notice from any Governmental Authority of any violation of Applicable Law (including any Environmental Law) with respect to the Transferred Property, or requiring the correction of any condition with respect to the Transferred Property by reason of a violation of Applicable Law, which has not been cured or waived.

(j) *Environmental*. Without limiting Section 10(a), StadCo has delivered to KSFA and the State all Due Diligence Materials required to be delivered as of such representation pursuant to Section 2(g). Except as set forth on the Known Conditions Schedule (as updated in accordance with Section 2(g)) or disclosed in the Due Diligence Materials, (i) to StadCo's Knowledge, no Hazardous Substances are present at, on, in or under the Transferred Property in violation of, or that could reasonably be expected to result in liability (including investigation or remediation obligations) under, any Environmental Law; (ii) the Transferred Property is not the subject of any pending or, to StadCo's Knowledge, threatened investigation, notice of violation, inquiry, claim or proceeding under any Environmental Law or involving the presence or release of Hazardous Substances; and (iii) no StadCo Transferor has caused, contributed to or permitted any release of Hazardous

Substances at, on or under the Transferred Property in violation of any Environmental Law which remains unresolved or for which remedial action is required under any Environmental Law.

(k) *Non-Foreign Status*. No StadCo Transferor is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(l) *Bankruptcy*. No StadCo Transferor has (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets, or (iv) admitted in writing its inability to pay its debts as they come due, and no such action is pending or, to StadCo's Knowledge, threatened.

(m) *Notice of Changes*. StadCo shall promptly notify KSFA and the State in writing if, after the Effective Date, StadCo or any StadCo Transferor obtains knowledge of any event or condition that renders any representation or warranty in this Section 9 untrue or misleading in any material respect. No such notice shall cure any breach of, or limit any remedy of KSFA or the State with respect to, any such representation or warranty, and if any representation or warranty in this Section 9 would not be true and correct in all material respects as of a Conveyance, KSFA may, without limiting any other right or remedy, defer such Conveyance until the same is true and correct or treat the same as a failure of the condition set forth in Section 8(c).

(n) *Knowledge*. As used in this Agreement, "to StadCo's Knowledge" and words of similar import shall have the meaning given to the term "Knowledge" in Schedule 1, and the Knowledge of StadCo shall include the Knowledge of each StadCo Transferor. No individual whose knowledge is imputed to StadCo or any StadCo Transferor shall have any personal liability under this Agreement.

10. "As Is" Sale; Condition of the Transferred Property. Except as otherwise provided herein, in any Stadium Deed or the other documents delivered by any StadCo Transferor pursuant to this Agreement, KSFA acknowledges that the Initial Conveyance will be made in an "AS IS", "WHERE IS" and "SUBJECT TO ALL FAULTS" condition. Except with respect to (i) the covenants, agreements, representations and warranties of StadCo set forth herein, in the CCA or the other Definitive Documentation, or in any document delivered by any StadCo Transferor at any Conveyance, and (ii) fraud or intentional misrepresentation by StadCo or any of its Affiliates, KSFA, for itself, its successors and assigns, waives, releases, acquits and forever discharges StadCo, its officers, directors, shareholders, employees, agents, attorneys, representatives and any other persons acting on behalf of StadCo and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which KSFA or its successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Transferred Property. Notwithstanding anything to the contrary set forth in this Agreement, this release will survive each Conveyance or the termination of this Agreement. The following provisions shall apply to the condition of the Transferred Property:

(a) Clean Condition of the Transferred Property. StadCo shall deliver the Transferred Property to KSFA Transferee at the Initial Conveyance free of any Hazardous Substances or other environmental condition in violation of, or requiring investigation, monitoring, remediation or engineering or institutional controls under, any Environmental Law, and free of any environmental lien or activity and use limitation (the "**Clean Condition**"). Not less than sixty (60) days prior to the Initial Conveyance, StadCo shall deliver to KSFA and the State, with respect to the Transferred Property, (A) a Phase I environmental site assessment prepared in accordance with ASTM E1527-

21 and 40 C.F.R. Part 312 by a reputable environmental consultant, dated not more than one hundred eighty (180) days prior to the Initial Conveyance, together with a reliance letter in favor of KSFA, KSFA Transferee and the State, and (B) any Phase II environmental site assessment or other sampling or investigation recommended, identified as potentially necessary or appropriate, or otherwise contemplated in such Phase I environmental site assessment; provided, however, that StadCo shall not be required to perform additional sampling or investigation only if the Phase I environmental site assessment expressly and unequivocally concludes that no further environmental assessment, sampling or investigation is necessary or warranted. Any environmental site assessment or other report previously delivered to KSFA and the State as part of the Due Diligence Materials may satisfy the applicable delivery requirement under this Section 10(a), provided that such assessment or report satisfies all requirements of this Section 10(a), covers the entirety of the Transferred Property and remains current and valid as of the Initial Conveyance, including with respect to any applicable requirements for updates or supplements and delivery of reliance letters. StadCo represents and warrants to KSFA and the State, as of the Effective Date and as of the Initial Conveyance, and without qualification as to Knowledge, that the Transferred Property is in the Clean Condition, and shall deliver at the Initial Conveyance a certificate of StadCo confirming the same. If any such assessment or investigation, or any other information, discloses that the Transferred Property is not in the Clean Condition, StadCo shall, prior to the Initial Conveyance, cause such condition to be remediated to the standards applicable to unrestricted use without engineering or institutional controls and shall obtain a no further action determination or its equivalent from the applicable Governmental Authority. All costs and expenses incurred in connection with such remediation of the Stadium Site or the Creek Corridor Property shall constitute Project Costs under the CCA and shall be subject to the Stadium Construction Ratio and other provisions of the CCA applicable to Project Costs. Except for the funding of the Project Costs in accordance with the CCA as provided in this Section 10(a), none of KSFA, KSFA Transferee or the State shall have any obligation to perform or fund, or any liability for, any environmental investigation, monitoring or remediation of, or any Hazardous Substances or other environmental condition at, on, in or under, the Stadium Site or the Creek Corridor Property, whether existing before or arising after the Initial Conveyance, all of which shall be the sole responsibility of StadCo, and StadCo shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses arising from or relating to any of the foregoing, except to the extent any such condition first arises after the Initial Conveyance and is caused by the gross negligence or willful misconduct of an Indemnified Party. The obligations of StadCo under this Section 10(a) shall survive the Initial Conveyance and the Reconveyance without limitation as to time and shall not merge into any deed. Notwithstanding anything herein to the contrary, if, prior to the Initial Conveyance, any officer or other representative of KSFA or the State directly responsible for administering this Agreement obtains actual knowledge of a material inaccuracy in the representations and warranties set forth in this Section 10(a), KSFA shall use commercially reasonable efforts to promptly notify StadCo thereof; provided, however, that any failure or delay by KSFA to provide such notice shall not (i) constitute a waiver of any breach of this Agreement or any condition to the Initial Conveyance, (ii) modify or qualify any representation, warranty, covenant or agreement of StadCo under this Agreement, (iii) relieve StadCo of any obligation or liability under this Agreement, or (iv) limit or otherwise prejudice any right or remedy of KSFA, KSFA Transferee or the State under this Agreement or any other Definitive Documentation.

(b) StadCo Remedial Work. As between the Parties, StadCo shall be solely responsible for all environmental conditions at, on, in or under the Transferred Property, whether existing before or arising after any Conveyance or the Reconveyance, and none of KSFA, KSFA Transferee or the State shall have any liability therefor. Without limiting the foregoing, StadCo shall be responsible for performing or causing to be performed all investigations, monitoring, corrective and remedial actions required under the CCA with respect to any Hazardous Substances

or environmental event present at, in, on or under the Transferred Property (including, during the period in which KSFA Transferee holds title thereto, the Reconveyance Property), whether existing before or arising after the applicable Conveyance, all of which shall constitute StadCo Remedial Work for purposes of the CCA from and after the Effective Date. Notwithstanding the foregoing or Section 5.3 of the CCA, (i) any remediation of the Stadium Site or the Creek Corridor Property performed pursuant to Section 10(a), whether or not required by Applicable Law, shall constitute StadCo Remedial Work, and the costs thereof shall constitute Project Costs as provided in Section 10(a) and Section 5.3 of the CCA, and (ii) the costs of any investigation, monitoring, corrective or remedial actions with respect to the Reconveyance Property shall not constitute Project Costs and shall be borne solely by StadCo but such costs shall nevertheless be subject to reimbursement, if any, as is expressly available under the Master QAD Agreement in accordance with its terms.

(c) Indemnification. StadCo shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses (including reasonable attorneys' and consultants' fees) arising out of or relating to (i) any breach of the representations, warranties or covenants of StadCo in this Agreement or of any StadCo Transferor in this Agreement or its Joinder, (ii) any Hazardous Substances or environmental event present at, in, on or under the Transferred Property as of the Initial Conveyance or arising during any period in which StadCo or any Affiliate of StadCo owned, controlled or had access to the Transferred Property, or present at, in, on or under the Reconveyance Property at any time prior to the Reconveyance (including during the period in which KSFA Transferee holds title thereto, except to the extent any Hazardous Substances or environmental event first arising during such period is caused by the gross negligence or willful misconduct of an Indemnified Party), or (iii) any claim, demand, order or enforcement action by any third party or any Governmental Authority arising from the physical condition of the Transferred Property or from the acquisition, ownership, replat or conveyance thereof by any StadCo Transferor or KSFA Transferee (including the Reconveyance). The foregoing indemnity shall apply with respect to each Conveyance and each parcel comprising the Transferred Property, whenever added to Exhibit A or conveyed, and shall survive the Reconveyance with respect to the Reconveyance Property. Notwithstanding Section 22 the indemnity set forth in clause (ii) of this Section 10(c) shall survive without limitation as to time.

(d) Acknowledgment by StadCo. Subject to Section 10(a), StadCo acknowledges, consistent with Section 12 of the CCA, that none of KSFA, KSFA Transferee or the State has made any representation or warranty concerning the Stadium Site, that StadCo selected the Stadium Site and has conducted its own independent investigation thereof, and that except as otherwise provided herein, in any Stadium Deed or the other documents delivered by any StadCo Transferor pursuant to this Agreement, StadCo accepts the Stadium Site, for purposes of its development and use under the Definitive Documentation, on an "AS IS, WHERE IS" basis, and StadCo, for itself and any of its Affiliates, releases the Indemnified Parties from any claim with respect to the physical condition of the Stadium Site.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without reference to that state's laws regarding choice of law. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the State or of any statutory immunity, defense or limitation available to KSFA, and the limitations on the liability of KSFA and the State set forth in the CCA shall apply to this Agreement.

12. Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Transferred Property and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to the Transferred Property (other than the CCA and the other Definitive Documentation, which shall remain in full force and

effect in accordance with their terms). This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought. Any amendment, modification or waiver executed by StadCo shall be binding upon each StadCo Transferor without the signature of such StadCo Transferor, as provided in its Joinder.

13. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

14. Further Acts. In addition to the acts recited in this Agreement to be performed by the Parties, the Parties agree to perform or cause to be performed at or after each Conveyance any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

15. Miscellaneous. This Agreement shall be construed as a whole and in accordance with its fair meaning. The captions set forth at the beginning of each paragraph are for the convenience of the Parties only and are not intended to fully describe or define the provisions or portions of the Agreement to which they pertain. If any date under this Agreement on which an event is to occur or notice is to be given falls on a Saturday, Sunday or federal holiday, then such date shall be the first Business Day following such Saturday, Sunday or federal holiday. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Nothing in this Agreement is intended to confer any rights or remedies upon any Person other than the Parties; provided, however, that the Indemnified Parties and each KSFA Transferee are intended third-party beneficiaries of the provisions of this Agreement expressly for their benefit and shall be entitled to enforce the same.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile signature (or other electronic format), such that execution of this Agreement by facsimile signature (or other electronic format) shall be deemed effective for all purposes as though this Agreement was executed as a "blue ink" original.

17. Assignment. Except as otherwise provided in the CCA, no Party may assign this Agreement without the prior written consent of the other Parties; provided that the designation of a KSFA Transferee pursuant to the Recitals and Section 3(d) and the designation of a StadCo Reconveyance Transferee pursuant to Section 5(b) shall not constitute an assignment of this Agreement and shall not require the consent of the other Parties.

18. Default. The following terms apply in the event of a default by a Party under this Agreement.

(a) StadCo Default. In the event of a material breach of this Agreement by StadCo, which breach cannot be reasonably cured prior to the applicable Conveyance and otherwise prevents the consummation of the transactions as contemplated herein, KSFA and the State shall have available all rights and remedies for a default by StadCo under the CCA, provided, however, that (i) StadCo's failure to acquire any portion of the Transferred Property on or before the date required therefor by Section 2(a) or Section 3(b)(ii), and (ii) StadCo's failure to consummate the Initial Conveyance on or before the date required therefor by Section 3(d) shall in each case constitute a StadCo Default without any further notice or cure period.

(b) KSFA Default. In the event of a material breach of this Agreement by KSFA, which breach cannot be reasonably cured prior to the Initial Conveyance or the Reconveyance, as applicable, and otherwise prevents the consummation of the transactions as contemplated herein, StadCo shall have available all rights and remedies for a default by KSFA and/or the State under the CCA. Without limiting the foregoing, if KSFA fails to cause the Reconveyance to occur on or before the Reconveyance Outside Date (other than by reason of Applicable Law, any delay by a Governmental Authority described in Section 4(d), or the act or omission of StadCo or any of its Affiliates or consultants), StadCo shall be entitled to specific performance of KSFA's reconveyance obligations in accordance with Section 18(c).

(c) Specific Performance. The Parties acknowledge, stipulate and agree that the Stadium Site is unique, that the conveyance of the Stadium Site to KSFA Transferee in accordance with this Agreement is a condition to the issuance of the STAR Bonds and to the Commencement of the Work under the CCA, that any delay in or failure of any Conveyance would delay or prevent the financing and construction of the Stadium Facility and impose costs and losses on the Parties and the public that cannot be adequately measured or compensated in damages, and that each Party would therefore suffer immediate and irreparable harm for which there is no adequate remedy at law if the obligations under this Agreement were not performed in accordance with their terms. Accordingly, in addition to any other remedy available under this Agreement or the CCA, each Party shall be entitled to seek specific performance of, and temporary, preliminary or permanent injunctive relief with respect to, the acquisition, conveyance and reconveyance obligations of the other Parties under this Agreement, without the necessity of proving actual damages or posting bond or other security in excess of Ten Thousand Dollars ($10,000.00).

19. Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the CCA, the conflicting provision in this Agreement shall govern and control.

20. Notices. Any notice required hereunder from a Party shall be made in accordance with Section 13.5 of the CCA. Any notice given to StadCo hereunder shall constitute notice to each StadCo Transferor.

21. Brokers. StadCo represents and warrants that no broker, finder or agent has acted on behalf of StadCo or any of its Affiliates in connection with the acquisition or conveyance of any portion of the Transferred Property, and StadCo shall indemnify, defend and hold harmless the Indemnified Parties from and against any claim for a commission or fee by any broker, finder or agent claiming by, through or under StadCo or any of its Affiliates.

22. Survival. The representations and warranties of StadCo and the StadCo Transferors under this Agreement and each Joinder shall survive each Conveyance and the delivery and recording of the deeds and other instruments contemplated hereby for a period of twenty-four (24) months after the applicable Conveyance; provided that any claim asserted in writing within such period shall survive until finally resolved. Except as expressly provided in Sections 2(c), 10(a) and 10(c), the covenants, indemnities and releases of StadCo and the StadCo Transferors under this Agreement and each Joinder shall survive each Conveyance and the Reconveyance for the term of the CCA and the Stadium Management Agreement. None of the foregoing shall merge into any deed.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

STATE OF KANSAS

By:_____
[_____]

Approved as to Form:

_____
[_____], [State Attorney]

Approved as to Content:

_____
[_____], [Deputy State Executive]

KANSAS SPORTS FACILITIES AUTHORITY

By:_____
Name:
Title:

[STADCO, LLC]

By:_____
Name:
Title:

EXHIBIT A

Legal Description of the Transferred Property
(approximately 475 acres)

[_____]

EXHIBIT A-1[2]

Legal Description of the Preliminary Stadium Site as of the Effective Date
(approximately 336 acres)

[_____]

[2] ***Sidley Note to Draft***: This Exhibit A-1 shall be amended to reflect the Final Stadium Site Determination and shall at all times be identical to Exhibit B to the CCA.

EXHIBIT A-2[3]

Legal Description of the Reconveyance Property
(approximately 105 acres)

[_____]

[3] ***Sidley Note to Draft***: This Exhibit A-2 shall be amended to reflect the Final Stadium Site Determination.

EXHIBIT A-3

Legal Description of the Creek Corridor Property
(approximately 33 acres)

[_____]

EXHIBIT B

Form of Special Warranty Deed

(Part of) Wyandotte County Property Tax ID Nos. [_____]

KANSAS SPECIAL WARRANTY DEED

THIS CONVEYANCE is made this ____ day of _____, 202__ by and between [_____] ("Grantor"), and [_____] ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration as set forth in that certain Land Transfer Agreement dated as of [_____] among [_____], the Kansas Sports Facilities Authority and the State of Kansas, the receipt and sufficiency of which is hereby acknowledged, has sold, and by those present hereby GRANTS, BARGAINS, SELLS AND CONVEYS to the Grantee, and its successors and assigns, the following described real property (the "Property") situated in Wyandotte County, Kansas, to-wit:

[_____]

SUBJECT TO: only those matters set forth on the Schedule of Permitted Exceptions attached hereto; and general real estate taxes and assessments for the current year not yet due and payable (collectively, "Permitted Exceptions").

TO HAVE AND TO HOLD the Property aforesaid, with all and singular the rights, easements, appurtenances, and privileges thereto belonging or appertaining unto the Grantee and its successors and assigns, forever; and Grantor, its successors and assigns, hereby covenant, promise, agree and acknowledge that at the delivery of this Deed it is the lawful owner of Grantor's interest in the Property and seized of a good and indefeasible fee simple estate therein, free and clear of all encumbrances except the Permitted Exceptions, and will warrant and defend the Property in the quiet and peaceable possession of Grantee, its successors, and assigns, forever, against all persons or entities lawfully claiming the same through Grantor, except as otherwise provided herein.

[Remainder of Page Intentionally Blank, Signature Page Follows].

IN WITNESS THEREOF, Grantor has set its hand the day and year first written above.

GRANTOR:

[_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

[To be inserted].

EXHIBIT C

Form of Joinder

[*To be inserted*]

Schedule A to Joinder

Transferor Parcels

[Legal description(s), tax parcel number(s) and, if applicable, Acquisition Agreement(s) to be inserted.]

Schedule 1

Definitions

"**Access Easement**" shall have the meaning ascribed to such term in Section 3(f).

"**Acquisition Agreement**" shall have the meaning ascribed to such term in Section 2(c).

"**Acquisition Completion Date**" shall have the meaning ascribed to such term in Section 2(a).

"**Additional Survey**" shall have the meaning ascribed to such term in Section 7(f).

"**Additional Title Commitment**" shall have the meaning ascribed to such term in Section 7(f).

"**Affiliate**" shall have the meaning ascribed to such term in the CCA.

"**Agreement**" shall have the meaning ascribed to such term in the Preamble.

"**Allocable Land Acquisition Cost**" means, with respect to any specified portion of a parcel or tract comprising the Transferred Property, the portion of the Original Land Acquisition Cost of such parcel or tract determined by multiplying such Original Land Acquisition Cost by a fraction, the numerator of which is the gross square footage of such specified portion and the denominator of which is the gross square footage of the entire parcel or tract, in each case as determined by the Project Surveyor.

"**Applicable Law**" shall have the meaning ascribed to such term in the CCA.

"**Bond Documents**" shall have the meaning ascribed to such term in the CCA.

"**Bridge Bond Proceeds**" shall have the meaning ascribed to such term in the CCA.

"**Bridge Commitment**" shall have the meaning ascribed to such term in the CCA.

"**Bridge Conditions**" shall have the meaning ascribed to such term in the CCA.

"**Bridge Financing Bonds**" shall have the meaning ascribed to such term in the CCA.

"**Business Day**" shall have the meaning ascribed to such term in the CCA.

"**CCA**" shall have the meaning ascribed to such term in the Recitals.

"**Clean Condition**" shall have the meaning ascribed to such term in Section 10(a).

"**Commencement of the Work**" shall have the meaning ascribed to such term in the CCA.

"**Conditions Precedent**" shall have the meaning ascribed to such term in the CCA.

"**Conveyance**" means the Initial Conveyance; references to "each Conveyance" or "the applicable Conveyance" with respect to any parcel or tract comprising the Transferred Property mean the Initial Conveyance. For the avoidance of doubt, the Reconveyance is not a Conveyance.

"**Conveyed Property**" means the entirety of the Transferred Property as described on Exhibit A as of the date of the Initial Conveyance, including the Stadium Site, the Creek Corridor Property and the Reconveyance Property.

"**Creek Corridor Property**" means the portion of the Transferred Property, consisting of approximately thirty-three (33) acres, comprising the bed, banks, floodplain and riparian area of the creek in the southwestern portion of the Transferred Property, as generally depicted and more particularly described on Exhibit A-3, as the same may be finally determined pursuant to Section 5(a).

"**Definitions List**" shall have the meaning ascribed to such term in Section 1.

"**Definitive Documentation**" shall have the meaning ascribed to such term in the CCA.

"**Definitive Documentation Outside Date**" shall have the meaning ascribed to such term in the CCA.

"**Due Diligence Materials**" shall have the meaning ascribed to such term in Section 2(g).

"**Effective Date**" shall have the meaning ascribed to such term in the Preamble.

"**Environmental Law**" shall have the meaning ascribed to such term in the CCA.

"**Facility Event Days**" shall have the meaning ascribed to such term in Section 3(e)

"**Final Stadium Site Determination**" shall have the meaning ascribed to such term in Section 5(a).

"**Governmental Authority**" shall have the meaning ascribed to such term in the CCA.

"**Hazardous Substances**" shall have the meaning ascribed to such term in the CCA.

"**Indemnified Party**" and "**Indemnified Parties**" shall have the meanings ascribed to such terms in Section 2(f).

"**Initial Conveyance**" shall have the meaning ascribed to such term in Section 3(d).

"**Joinder**" shall have the meaning ascribed to such term in Section 2(b).

"**Kansas Sports Facilities Authority Act**" shall have the meaning ascribed to such term in the CCA.

"**KDFA**" shall have the meaning ascribed to such term in the CCA.

"**Knowledge**" means, with respect to StadCo, the actual knowledge, after reasonable inquiry, of the officers, directors, managers, representatives and employees of StadCo and each StadCo Transferor who have responsibility for, or are materially involved in, the acquisition or ownership of the Transferred Property, including reasonable inquiry of other individuals who would reasonably be expected to have knowledge of the applicable matter. No such individual shall have any personal liability under this Agreement.

"**Known Conditions Schedule**" shall have the meaning ascribed to such term in Section 2(g).

"**KSFA**" shall have the meaning ascribed to such term in the Preamble.

"**KSFA Transferee**" shall have the meaning ascribed to such term in the Recitals; where the context refers to the holder of title to any portion of the Transferred Property following the Conveyance thereof, KSFA Transferee means the Person then holding such title.

"**Land Schedule**" shall have the meaning ascribed to such term in Section 3(b).

"**Losses**" shall have the meaning ascribed to such term in the CCA.

"**Master QAD Agreement**" shall have the meaning ascribed to such term in the CCA.

"**New Survey Matter**" and "**New Survey Objection**" shall have the meanings ascribed to such terms in Section 7(d).

"**New Title Matter**" and "**New Title Objection**" shall have the meanings ascribed to such terms in Section 7(a).

"**NFL**" shall have the meaning ascribed to such term in the CCA.

"**Original Land Acquisition Cost**" means, with respect to any parcel or tract comprising the Transferred Property, the arm's-length purchase price paid or payable to the applicable third-party seller pursuant to the applicable purchase agreement, together with any deposits or option payments applied to such purchase price and all reasonable and documented third-party costs incurred in connection with the acquisition and conveyance of such parcel or tract, including brokerage commissions, title and escrow charges, survey and recording costs, transfer taxes, and similar costs, in each case to the extent evidenced by closing statements, invoices or other documentation reasonably satisfactory to the State; provided, however, that, for purposes of determining Stadium Site Acquisition Costs and Project Costs, Original Land Acquisition Cost shall not include any amount that does not constitute a Project Cost under the CCA; and provided, further, that where the parcel or tract conveyed to KSFA Transferee comprises less than the entirety of the parcel or tract acquired by the applicable StadCo Transferor, the Original Land Acquisition Cost of the parcel or tract conveyed shall be the portion of the Original Land Acquisition Cost of the entire acquired parcel or tract determined by multiplying such cost by a fraction, the numerator of which is the gross square footage of the portion conveyed and the denominator of which is the gross square footage of the entire acquired parcel or tract, in each case as determined by the Project Surveyor.

"**Party**" and "**Parties**" shall have the meanings ascribed to such terms in the Preamble.

"**Permitted Exceptions**" means, with respect to the Conveyed Property at any Conveyance, collectively, (i) the Schedule B, Part II exceptions identified on Schedule 7(a)-1
and the survey matters identified on Schedule 7(b), (ii) general real estate taxes and assessments for the current year not yet due and payable, (iii) any New Title Matter or New Survey Matter that is approved in writing by KSFA, or as to which no New Title Objection or New Survey Objection is timely delivered and which StadCo is not otherwise required to cure under Section 7, (iv) matters created by KSFA or KSFA Transferee, (v) with respect to any land added to Exhibit A after the Effective Date, any matter that constitutes a Permitted Exception pursuant to Section 7(f), and (vi) with respect to the Reconveyance Property upon the Reconveyance, the matters described in Section 5(c), and (vii) any Prohibited Right waived by KSFA in writing pursuant to Section 2(h), solely with respect to the affected portion of the Transferred Property; provided that, except as provided in clause (vii), in no event shall Permitted Exceptions include any monetary lien, any lease, option or right of first refusal, or any matter created by or through StadCo or any Affiliate of StadCo. Permitted Exceptions shall be determined separately with respect to the Conveyed Property at each Conveyance.

"**Person**" shall have the meaning ascribed to such term in the CCA.

"**Plans and Specifications**" shall have the meaning ascribed to such term in the CCA.

"**Private Stadium Funding Commitment**" shall have the meaning ascribed to such term in the CCA.

"**Prohibited Right**" means, whether present or future, vested or contingent, recorded or unrecorded, and whether set forth in an Acquisition Agreement, a deed or any other agreement or instrument, (a) any right of any Person (other than KSFA, KSFA Transferee, the State, StadCo or any Affiliate of StadCo) to acquire or reacquire, or to have conveyed or revert to such Person, any interest in any portion of the Transferred Property, including any right of first refusal, right of first offer, option, repurchase or buyback right, right of reverter or right of reentry; (b) any lease, license, shared use, joint use, parking, access or similar agreement or arrangement granting any Person (other than KSFA, KSFA Transferee, the State, StadCo or any Affiliate of StadCo) any right to use or occupy any portion of the Transferred Property; and (c) any covenant or restriction that would bind KSFA or KSFA Transferee and restrict the use of the Stadium Site or the Creek Corridor Property for the Stadium Facility; in each case other than (i) easements, dedications and similar instruments for utilities, access, drainage or rights-of-way that do not materially and adversely affect the use of the Stadium Facility, (ii) the matters identified on Schedule 7(a)-1 or Schedule 7(b) and approved by KSFA in writing, (iii) any Shared Use Agreement entered into in accordance with Section 3(e), and (iv) any right granted by, or with the prior written consent of, KSFA.

"**Project**" shall have the meaning ascribed to such term in the CCA.

"**Project Costs**" shall have the meaning ascribed to such term in the CCA.

"**Project Program Statement**" shall have the meaning ascribed to such term in the CCA.

"**Project Surveyor**" means the Kansas-licensed professional surveyor designated by StadCo for the Project and reasonably approved by KSFA.

"**Project Team**" shall have the meaning ascribed to such term in the CCA.

"**Public Entity**" means the Unified Government or any other Governmental Authority, public body corporate and politic, or other public entity.

"**Public Stadium Funding Commitment**" shall have the meaning ascribed to such term in the CCA.

"**Qualified Ancillary Development**" shall have the meaning ascribed to such term in the CCA.

"**Reconveyance**" shall have the meaning ascribed to such term in Section 5(b).

"**Reconveyance Costs**" shall have the meaning ascribed to such term in Section 5(c).

"**Reconveyance Outside Date**" shall have the meaning ascribed to such term in Section 5(b).

"**Reconveyance Property**" shall have the meaning ascribed to such term in the Recitals, as the same may be amended prior to the Initial Conveyance pursuant to Section 3(b)(ii) and as finally determined pursuant to the Final Stadium Site Determination in accordance with Section 5(a). The Reconveyance Property does not include the Creek Corridor Property.

"**Replat**" shall have the meaning ascribed to such term in Section 4(a).

"**Request for Disbursement**" shall have the meaning ascribed to such term in the CCA.

"**Required Cure Items**" shall have the meaning ascribed to such term in Section 7(a).

"**Reserved Easements**" shall have the meaning ascribed to such term in Section 3(f).

"**Retained Property**" shall have the meaning ascribed to such term in Section 3(c).

"**RMMO Fund**" shall have the meaning ascribed to such term in the CCA.

"**Settlement Agreement**" means that certain [Settlement Agreement] dated as of [_____] by and among [_____], as the same may be amended from time to time.

"**Shared Use**," "**Shared Use Agreement**" and "**Shared Use Property**" shall have the meanings ascribed to such terms in Section 3(e).

"**StadCo**" shall have the meaning ascribed to such term in the Preamble.

"**StadCo Default**" shall have the meaning ascribed to such term in the CCA.

"**StadCo Reconveyance Transferee**" shall have the meaning ascribed to such term in Section 5(b).

"**StadCo Remedial Work**" shall have the meaning ascribed to such term in the CCA.

"**StadCo Transferor**" shall have the meaning ascribed to such term in the Recitals.

"**Stadium Budget**" shall have the meaning ascribed to such term in the CCA.

"**Stadium Construction Ratio**" shall have the meaning ascribed to such term in the CCA.

"**Stadium Deed**" shall have the meaning ascribed to such term in Section 8(b)(i).

"**Stadium Facility**" shall have the meaning ascribed to such term in the CCA.

"**Stadium Management Agreement**" shall have the meaning ascribed to such term in the CCA.

"**Stadium Site**" means the portion of the Transferred Property described on Exhibit A-1, as the same may be amended prior to the Initial Conveyance pursuant to Section 3(b)(ii) and as finally determined pursuant to the Final Stadium Site Determination in accordance with Section 5(a).

"**Stadium Site Acquisition Costs**" shall have the meaning ascribed to such term in the CCA.

"**Stadium-Specific Infrastructure**" shall have the meaning ascribed to such term in the CCA.

"**STAR Bonds**" shall have the meaning ascribed to such term in the CCA.

"**State**" shall have the meaning ascribed to such term in the Preamble.

"**State Platting Authority**" means [K.S.A. § _] [and such other Applicable Law as may be enacted or adopted to authorize the State or KSFA to plat or replat the Transferred Property outside of the ordinary subdivision process of the Unified Government].[4]

"**Survey**" and "**Updated Surveys**" shall have the meanings ascribed to such terms in Section 7(d).

"**Title Commitment**" shall have the meaning ascribed to such term in Section 7(a).

"**Title Company**" shall mean Chicago Title Insurance Company, having an address of 2300 Main Street, Suite 625, Kansas City, MO 64108, attn: Randi Canon, email: Randi.Canon@CTT.com, or such other nationally recognized title insurance company as KSFA may approve.

"**Total Funded Project Costs**" shall have the meaning ascribed to such term in the CCA.

"**Transferred Property**" shall have the meaning ascribed to such term in the Recitals, as the same may be amended prior to the Initial Conveyance pursuant to Section 3(b)(ii), and includes the Stadium Site, the Creek Corridor Property and the Reconveyance Property.

"**Unified Government**" means the Unified Government of Wyandotte County/Kansas City, Kansas.

[4] ***Sidley Note to Draft***: Placeholder for the State replatting process, which does not yet exist.

Schedule 2(h)

Prohibited Rights

[To be attached prior to execution]

Schedule 7

Title Commitment

See attached.

Schedule 7(a)-1

Permitted Exceptions (Title)

[To be attached prior to execution.]

Schedule 7(a)-2

Required Cure Items

[To be attached prior to execution.]

Schedule 7(b)

Permitted Exceptions (Survey)

[To be attached prior to execution.]