STADIUM MANAGEMENT AGREEMENT

BETWEEN

[_]

AND [_]

Dated as of [_]

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STADIUM MANAGEMENT AGREEMENT

THIS STADIUM MANAGEMENT AGREEMENT (together with all renewals, replacements, modifications and amendments thereof, the "**Stadium Management Agreement**") is made as of [_], by and between **[_]**, [_] having an office and principal place of business at [_] (the "**Owner**"), and **[_]**, a [_], having an office and principal place of business at [_] ("**Manager**"), as manager.

R E C I T A L S:

WHEREAS, approximately [_] acres of real property situated in [_], Kansas, more particularly described in the Land Transfer Agreement (the "**Land**") will be conveyed to Owner pursuant to the Land Transfer Agreement, which land will be utilized for the development, construction and operation of a new state-of-the-art professional football stadium (the "**Stadium**") together with certain access roads, buildings and parking areas (collectively the "**Stadium Supporting Improvements**" and, together with the Land and the Stadium, collectively, the "**Stadium Facility**"); and

WHEREAS, pursuant to its rights as an NFL franchisee, Kansas City Chiefs Football Club, Inc., a Delaware limited liability company (the "**Chiefs**"), an affiliate of Manager, owns the "Kansas City Chiefs" professional football team (the "**Team**"); and

WHEREAS, the Owner, the State of Kansas (the "**State**"), Manager and the Chiefs have determined that the Team, by playing its Home Games at the Stadium Facility, relocating the Team's office headquarters ("**Team Headquarters**") and practice facility ("**Practice Facility**") to the State and otherwise being associated with the State, encourages and fosters economic development and prosperity for the citizens of the State, enhances the image of the State and provides recreational and other opportunities for the citizens of the State; and

WHEREAS, the construction, development and operation of the Stadium Facility will provide significant economic benefits to the State and its residents and businesses and to the Chiefs; and

WHEREAS, on December 22, 2025, the State and the Chiefs entered into that certain STAR Bond Agreement – Project Monitor 2.0 (the "**MOU**"), setting forth in principle certain actions to be undertaken by each of the Parties to enable the construction of the Stadium Facility; and

WHEREAS, contemporaneously with the execution of this Stadium Management Agreement, (i) Manager, Owner and State have entered into (a) a Stadium Construction Coordination Agreement (the "**CCA**") with respect to the design, development and construction by Manager of the Stadium Facility, and (b) a non-relocation agreement whereby the Chiefs have agreed to play all Home Games at the Stadium for the Term of the Stadium Management Agreement (the "**Non-Relocation Agreement**"), on the terms and subject to the conditions set forth therein, (c) a Team Headquarters and Practice Facility Management Agreement, governing the Team's Use of the Team Headquarters and Practice Facility, (d) a community impact agreement (the "**CIA**") to document the commitments made by Manager that will ensure the Stadium Facility will benefit not only the Team but also the local communities and the State, and

(e) a Team Headquarters and Practice Facility non-relocation agreement (the "**Team Facilities Non-Relocation Agreement**"); and (ii) the Chiefs (in such capacity, the "**Guarantor**") has entered into a Club Guaranty Agreement (the "**Guaranty**") where the Guarantor has agreed to guaranty its obligations under the other Stadium Agreements; and

WHEREAS, as a material inducement for the Owner to enter into the CCA and this Stadium Management Agreement with Manager, the Chiefs have agreed to certain covenants set forth in the Non-Relocation Agreement to assure that the Chiefs will, during the Term of this Stadium Management Agreement, cause the Team to play its Home Games at the Stadium on the terms and conditions set forth herein and in the Non-Relocation Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS; INTERPRETIVE PROVISIONS

1.1 Recitals. The recitals set forth above form an integral part of this Stadium Management Agreement and are incorporated herein by reference in all respects.

1.2 Definitions. As used in this Stadium Management Agreement, the following terms shall have the meanings ascribed thereto:

"**Access Roads**" shall mean all paved roads and driveways now or hereafter situated on the Land.

"**Additional Payments**" shall mean all amounts that Manager is obligated to pay to Owner pursuant to this Stadium Management Agreement and/or its Schedules and/or Exhibits other than Annual Payments.

"**Adjusted Retained Amount**" shall mean, for any Term Year in which Owner assumes administrative responsibilities for property other than the Stadium Facility in accordance with and subject to the terms of Section 3.1(c), Team Headquarters or Practice Facility, an amount designated by Owner not to exceed Five Hundred Thousand Dollars ($500,000.00), as such maximum amount would have increased from the Commencement Date for each prior Term Year by the greater of (i) two percent (2%) or (ii) the percentage increase in the Price Index for the most recently completed calendar year.

"**Advertising Rights**" shall mean any advertising or marketing of any kind on or in the Stadium Facility including, but not limited to, Scoreboard announcements, Video Replay System announcements, Signage, ticket advertising, Playing Field advertising, sponsor advertising on concession or "give away" merchandise, programs, yearbooks and all other print and display advertising distributed at the Stadium Facility.

"**Affiliate**" shall mean (i) as to any Person other than a Governmental Authority, any other Person which directly or indirectly controls, or is under common control with, or

is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Chiefs, Manager or the Team.

"**Americans with Disabilities Act**" shall mean The Americans with Disabilities Act of 1990, Pub. L. No. 101-336, § 2, 104 Stat. 328 (1991), as amended, supplemented and replaced from time to time.

"**Anniversary Date**" shall mean each anniversary of the Commencement Date occurring during the Term.

"**Annual Assessment**" shall mean the annual assessment of the Stadium Facility performed by an independent consulting firm of engineers or facility-condition consultants retained by Owner, which shall include an inspection of structural, mechanical, electrical and architectural components and a written report regarding Capital Repairs, Maintenance and Repair Work, and Management and Operations needs.

"**Annual Capital Plan**" shall have the meaning ascribed to such term in Section 6.4(e) of this Stadium Management Agreement.

"**Annual Payments**" shall have the meaning ascribed to such term in Section 3.1(a) of this Stadium Management Agreement.

"**Applicable Law**" shall mean any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect (including, without limitation, the Americans with Disabilities Act and Environmental Law).

"**Approval Threshold**" shall mean $250,000.00; provided that, for purposes of determining whether any expenditure exceeds the Approval Threshold, all related expenditures for the same project, system or component of the Stadium Facility, whether incurred at one time or in phases, shall be aggregated and treated as a single expenditure, and expenditures that are separate and distinct shall not be aggregated.

"**Assessments**" shall mean all special district charges and special assessments of whatever kind and nature, including water and sewer rents levied, imposed, assessed or fixed on or against the Buildings and/or the Land or arising from the use thereof during the Term.

"**Books and Records**" shall mean those portions of Manager's business books and records pertaining to the use, operation, management, maintenance and repair of the Stadium Facility and the RMMO Fund.

"**Broadcast Rights**" shall mean all right to disseminate and distribute via any distribution platform or medium, now existing or hereafter developed, any pictures, images, sounds, descriptions or other accounts (including, without limitation, video, audio, or any animated, representative or other mock-video descriptions) of all or any portion of any Home Game played at the Stadium or Manager's Event occurring during the Term.

"**Buildings**" shall mean the Stadium and any other building or enclosed structure now or hereafter situated on the Land.

"**Business Days**" shall mean all days excluding Saturdays, Sundays and all days observed by the State or the federal government as legal holidays.

"**Capital Repairs**" shall mean any single addition, alteration, demolition, improvement or refurbishing of or to the Stadium Facility or any portion thereof, the cost or expense of which is classified as a capital expense by GAAP not included in the construction of the Stadium Facility as constructed in accordance with the CCA.

"**Casualty**" shall mean any damage to the Stadium Facility caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence, including a Major Casualty.

"**Casualty Repair Work**" shall have the meaning ascribed to such term in Section 8.1 of this Stadium Management Agreement.

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

"**Chiefs**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**CIA**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Civic Event**" shall mean any non-competing community event or public gathering at the Stadium Facility sponsored by either the Owner or the State, the primary purpose of which is the promotion of civic, community, governmental or charitable purposes (as opposed to commercial purposes or pecuniary gain) including, without limitation, graduation ceremonies, high school sporting events and free concerts open to the public.

"**Civic Event Expenses**" shall mean the actual and verifiable incremental out-of-pocket expenses (without markup, rent, or fee) incurred by Manager in its capacity as operator of the Stadium Facility with respect to any Civic Event, including, without limitation, the cost of repairing any damage to any component of the Stadium Facility arising out of a Civic Event and not covered by any applicable insurance policy.

"**Club Level Seat**" shall mean any spectator's seat within any tier of "club level" of the Stadium (other than a seat within a Luxury Suite) for which a License Fee is charged by Manager on behalf of Owner.

"**Commencement Date**" shall mean the date of Substantial Completion of the Stadium Facility, as acknowledged by the Parties in an acknowledgment of the Commencement Date, in form and substance attached hereto as Exhibit D.

"**Comparable NFL Facilities**" shall mean the premier, first-class multipurpose sports stadiums constructed as of the date hereof known as (i) Mercedes-Benz Stadium in Atlanta, Georgia, (ii) New Nissan Stadium in Nashville, Tennessee, (iii) State Farm Stadium in Glendale, Arizona, and (iv) U.S. Bank Stadium in Minneapolis, Minnesota, which have incorporated (or will incorporate), at the time of initial construction or material renovation, technological innovations, environmental sustainability considerations and other best practices in design, construction and ultimate operations in which NFL Teams regularly play their games; provided that nothing herein shall require that the Stadium include any particular features or components that are included in any of the Comparable NFL Facilities unless such features or components are otherwise listed in the Project Program Statement, and such facilities shall be used as Comparable NFL Facilities only to the extent such facilities are actually used by an NFL team as their primary home stadium.

"**Construction Defect**" shall mean: (i) any deficiency in the construction of the Stadium, including, without limitation, due to the use of defective materials, products or components in the construction; (ii) a violation of any laws or codes applicable to the construction; (iii) a failure of the Stadium to comply with any government approvals; or (iv) a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

"**Counties**" shall mean, collectively, Wyandotte County and Johnson County.

"**Default Interest Rate**" shall mean a rate per annum that is the lesser of (i) two percent (2%) above the prime rate described in the Wall Street Journal on the date that the applicable underlying payment was required to be paid, or (ii) the maximum non-usurious rate permitted by Applicable Law.

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

"**Design Defect**" shall mean any deficiency in the design of the Stadium or in any component of Stadium that prevents the Stadium's or such component's use for its intended purpose, including, but not limited to, any errors, omissions or deficiencies in the Plans and Specifications (as defined in the CCA) for the Stadium.

"**Effective Date**" shall mean [_].

"**Emergency**" shall mean any sudden or unforeseen situation that presents imminent risk of injury to persons or substantial damage to property.

"**Environmental Claim**" shall mean any notice of violation, notice of potential or actual responsibility or liability, or written claim, suit, action, demand, directive or order (including those for contribution and/or indemnity) by any Governmental Authority or other Person for any damage (including, but not limited to, personal injury, tangible or

intangible property damage, natural resource damage, indirect or consequential damages, investigative costs, removal, response or remediation costs, nuisance, pollution, contamination or other adverse effects on the environment or for fines, penalties or restrictions or conditions on existing environmental permits or licenses) resulting from or relating to (i) the presence of, a Release or threatened Release into the environment of, or exposure to, any Hazardous Substance, (ii) the generation, manufacture, processing, distribution, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) the violation, or alleged violation, of any Environmental Laws or (iv) the non-compliance or alleged non-compliance with any Environmental Laws.

"**Environmental Law**" shall mean any applicable, or relevant and appropriate, statutes, ordinances, bylaws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution or protection of public health or the environment from Hazardous Substances (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; the Clean Air Act, as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

"**Excluded Dispute**" shall have the meaning ascribed to such term in Section 18.2 of this Stadium Management Agreement.

"**Expiration Date**" shall mean the earlier of (i) the date that is thirty (30) years after the Commencement Date (as may be extended pursuant to Section 14.5, provided that if such date occurs within an NFL Season or within thirty (30) days following the conclusion of an NFL Season, such date shall be automatically extended to the date that is thirty (30) days following the conclusion of such NFL Season); or (ii) such earlier date provided for in this Stadium Management Agreement upon which this Stadium Management Agreement shall expire.

"**Extension Term**" shall have the meaning ascribed to such term in Section 14.5(a) of this Stadium Management Agreement.

"**Force Majeure**" shall mean the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Stadium Management Agreement is actually, materially, and reasonably delayed or prevented thereby: acts of God; acts of the public enemy; wars or war-like action; arrests or other restraints of a Governmental Authority (civil or military); blockades; embargoes; strikes;

labor disputes; lock-outs; epidemics; pandemics; any governmental order, declaration, or regulation that has the effect of prohibiting public gatherings at the Stadium or access to the Stadium or Playing Field; landslides; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by complying with arbitration actions and other proceedings under this Stadium Management Agreement; civil disturbance or disobedience; riot; sabotage; terrorism or threats of sabotage or terrorism; cyberattacks; or failures of utilities or critical infrastructure serving the Stadium; or other similar occurrence that is not within the reasonable control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. Notwithstanding the foregoing, "Force Majeure" shall not include (i) any Party's financial inability to perform, economic hardship or inability to pay debts or other monetary obligations in a timely manner, or (ii) failure to obtain permits, approvals or financing, except to the extent directly caused by a qualifying Force Majeure event; or (iii) any event to the extent caused by the negligence or willful misconduct by the Party claiming Force Majeure.

"**Franchise**" shall mean the franchise right granted by the NFL to the Chiefs pursuant to which the Chiefs own and operate an NFL Team.

"**GAAP**" shall mean, with respect to all accounting matters and issues, generally accepted accounting principles in effect from time to time.

"**Government Entities**" shall mean the Owner, the State and their directors, officers and employees.

"**Governmental Authority**" shall mean any federal, state or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, in each case, whether now or hereafter in existence.

"**Guarantor**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Guaranty**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Hazardous Substances**" shall mean any pollutants, contaminants, substances, hazardous and/or toxic chemicals, carcinogens, wastes and any ignitable, corrosive, reactive, toxic or other hazardous substances or materials, whether solids, liquids or gases (including, but not limited to, petroleum and its derivatives, PCBs, asbestos, radioactive materials, waste waters, sludge, slag and any other substance, material or waste), as defined in or regulated by any Environmental Laws or as determined by any Governmental Authority.

"**Headquarters and Practice Facility Qualified Ancillary Development Agreement**" shall mean that certain Headquarters and Practice Facility Qualified Ancillary

Development Agreement, dated as of the date hereof, entered into by and between [the State and the Chiefs], which sets forth [•].

"**Home Game**" shall mean any Pre-Season Game, Regular Season Game or Post-Season Game of the Team in which the Team is designated by the NFL in its official schedule as the "home" team, excluding any Super Bowl or other neutral site game, even if held at the Stadium.

"**Improvements**" shall mean the Stadium and all other additions, alterations and improvements located at or affixed to the Stadium Facility.

"**Initial Annual Payments**" shall have the meaning ascribed to such term in Section 3.1(a) of this Stadium Management Agreement.

"**Insurance Requirements**" shall have the meaning ascribed to such term in Section 13.1 of this Stadium Management Agreement.

"**KSFA**" shall mean the Kansas Sports Facilities Authority.

"**Land**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Land Transfer Agreement**" shall have the meaning ascribed to such term in the CCA.

"**License Fee**" shall mean: (i) any premium or license fee charged by Manager for the use of a Club Level Seat, Luxury Suite or general seat in excess of the stated admission ticket price (consistent with NFL Rules and Regulations); and (ii) the value of the stated premium or license fee in excess of the stated admission ticket price attributable to any Club Level Seat, Luxury Suite or general seat (consistent with NFL Rules and Regulations).

"**Licensee**" shall mean any Person who contracts with Manager. The duration of any such contract granted a Licensee shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any termination or cancellation of this Stadium Management Agreement in accordance with its terms).

"**Lien**" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, encroachment, right of refusal, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature, including, without limitation, any conditional sale or other title retention agreement and the filing of, or agreement to file, any financing statement under the Uniform Commercial Code as adopted in any jurisdiction.

"**Losses**" shall mean all losses, liabilities, deficiencies, damages, fines, late charges, penalties, claims, costs and expenses (including, without limitation, all fines, penalties and other amounts paid pursuant to a judgment, compromise or settlement), court costs and reasonable legal and accounting fees and disbursements, whether incurred in a third-party

action or in an action to enforce this Stadium Management Agreement or the provisions of ARTICLE 12 or any other indemnification provision set forth in this Stadium Management Agreement.

"**Luxury Suites**" shall mean the enclosed suites at the Stadium.

"**Maintenance and Repair Work**" shall mean all work which is of a routine nature and is reasonably necessary for preventative maintenance and repair of any part of the Stadium in a manner reasonably consistent with the applicable standards at other Comparable NFL Facilities.

"**Major Casualty**" shall mean any damage to the Stadium Facility caused by fire, storm, earthquake, tornado, flood, natural disaster or other sudden, unexpected or unusual occurrence that results in an Untenantable Condition.

"**Major Events**" shall mean the FIFA Men's World Cup, FIFA Women's World Cup, the Olympic Games, the Super Bowl, the College Football Playoff National Championship Game, or the NCAA Men's Basketball Final Four.

"**Management and Operations**" shall mean the ongoing oversight, administration and performance of activities required to keep the Stadium Facility open, functional and maintained in a first-class manner reasonably consistent with the applicable standards at other Comparable NFL Facilities, including, Stadium security, janitorial, maintenance, parking and other Stadium Facility-related services, and the engagement of vendors or contractors performing such services or repairs; provided that "Management and Operations" shall not include any personnel-related costs (including wages, salaries or benefits) for Team football members or front office management operations officers or employees (including, but not limited to, any employee with an executive vice president or above title) other than non-senior, non-executive personnel reasonably required for Stadium Facility-related services.

"**Manager**" shall have the meaning ascribed to such term in the preamble of this Stadium Management Agreement.

"**Manager Default**" shall mean any of the events listed in Section 20.1 of this Stadium Management Agreement.

"**Manager Indemnified Person(s)**" shall mean Manager and its officers, members, agents, employees, and their respective successors and assigns.

"**Manager's Authorized Ticket Vendor**" shall mean the vendor, as selected by Manager from time to time, authorized to sell and distribute tickets for Home Games at the Stadium and Manager's Events.

"**Manager's Event**" shall mean any public gathering at the Stadium Facility that is neither a Home Game nor a Civic Event.

"**Master QAD Agreement**" shall mean that certain Master Qualified Ancillary Development Agreement, dated as of the date hereof, entered into by and between [the State and the Chiefs], which sets forth [•].

"**MOU**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**NFL**" shall mean the National Football League.

"**NFL Management Council**" shall mean the association formed by the NFL Teams to act as the representative of such NFL Teams in the conduct of collective bargaining and other player relations activities of mutual interest to such NFL Teams.

"**NFL Rules and Regulations**" shall mean the Constitution and Bylaws of the NFL, including, without limitation, all resolutions, rules and policies adopted and/or promulgated thereunder, and the Articles of Association and Bylaws of the NFL Management Council, including, without limitation, any amendments to either such document and any interpretations of either such document issued from time to time by the Commissioner which are within the Commissioner's jurisdiction; all operative NFL or NFL Management Council resolutions that are within the NFL's or the NFL Management Council's respective jurisdictions; any existing or future agreements entered into by the NFL or the NFL Management Council, including, without limitation, any television or media agreements or any collective bargaining or other labor agreements (including, without limitation, any NFL player salary guarantees and pension fund agreements), and any agreements made in settlement of any litigation against the NFL, the NFL Management Council, or the NFL member clubs (including, without limitation, litigation against such clubs, or agreements made by such clubs, jointly or collectively); any agreements and arrangements to which a Party is or after the date of this Stadium Management Agreement may become subject or by which it or its assets are or may become bound with or in favor of the NFL and its Affiliates; and such other rules or policies as the NFL, the NFL Management Council, or the Commissioner may issue from time to time that are within the issuing party's jurisdiction, including, without limitation, all financial and other reporting requirements of the NFL, in each case, as they may be amended or adopted from time to time, and including the custom and practice thereunder.

"**NFL Season**" shall mean the period of time beginning on the day on which the first Pre-Season Game is played through the date on which the last Post-Season Game is played, as announced by the NFL each year, encompassing, therefore, all Pre-Season Games, Regular Season Games and Post-Season Games in such period.

"**NFL Team**" shall mean any existing or future member team of the NFL.

"**Non-Relocation Agreement**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Owner**" shall have the meaning ascribed to such term in the preamble of this Stadium Management Agreement.

"**Owner Default**" shall have the meaning ascribed to such term in Section 21.1 of this Stadium Management Agreement.

"**Owner Civic Event Revenues**" shall have the meaning ascribed to such term in Section 2.3(d) of this Stadium Management Agreement.

"**Owner Indemnified Person(s)**" shall mean the Owner and its members, officers, officials, agents, staff and employees.

"**Owner's Address**" shall mean:

[_]

With a copy at the same time and in the same manner to:

[_]

"**Parking Areas**" shall mean all parking lots or structures now or hereafter situated on the Land.

"**Party**" shall mean any one of the Owner or Manager.

"**Parties**" shall mean, collectively, the Owner and Manager.

"**Payments**" shall mean, collectively, the Annual Payments and Additional Payments.

"**Permitted Assignee**" shall mean any Person that (i) succeeds to the ownership of all or substantially all of the assets of Manager, (ii) assumes in writing, pursuant to an assignment and assumption agreement substantially in the form attached hereto as Exhibit E-1 or such other agreement in the form and substance reasonably satisfactory to Owner, all of the obligations of Manager under the Stadium Agreements, and (iii) is approved by the NFL in accordance with the NFL Rules and Regulations.

"**Person**" shall mean any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

"**Playing Field**" shall mean the area within the Stadium designed for the playing of NFL football games, including the delineated field of play, all sideline areas and all other surfaces immediately surrounding the delineated field of play.

"**Post-Season Games**" shall mean the total schedule of all playoff, championship and Super Bowl football games played by NFL Teams.

"**Practice Facility**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Pre-Season Games**" shall mean the total schedule of all football games played by NFL Teams in a given NFL Season prior to the commencement of the Regular Season Games.

"**Price Index**" shall mean the Consumer Price Index for all Urban Consumers: All Items (CPI-U), U.S. City Average (1982-1984=100), or, if a substantial change is made in the manner of calculating such index or if such index or a successor or substitute index is not available, a reliable governmental or other non-partisan publication evaluating as nearly as possible the same underlying economic indicators as such index.

"**Proceeding**" shall mean any claim, demand, action, suit, litigation, dispute, order, writ, injunction, judgment, assessment, decree, grievance, arbitral action, investigation or other proceeding.

"**Project Program Statement**" shall mean the project program statement as defined in, and set forth as, Exhibit [L] to the CCA.

"**PSL Marketing Agreement**" shall have the meaning ascribed to such term in the CCA.

"**PSLs**" shall have the meaning ascribed to such term in Section 4.10 of this Stadium Management Agreement.

"**Public RMMO Funding Commitment**" shall have the meaning ascribed to such term in Section 7.2(a) of this Stadium Management Agreement.

"**Qualified Ancillary Development**" shall have the meaning ascribed to such term in the Master QAD Agreement.

"**Regular Season Games**" shall mean the total schedule of all football games played by NFL Teams used by the NFL to determine which NFL Teams participate in Post-Season Games.

"**Release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migration, dumping or disposing into the environment that could give rise to an Environmental Claim or that is required to be reported pursuant to 40 C.F.R. 302 or 355, or any analogous Environmental Law.

"**Retained Amount**" shall mean, for each Term Year, an amount equal to Three Hundred Fifty Thousand Dollars ($350,000.00), increasing each Term Year by the greater of (i) two percent (2%) or (ii) the percentage increase in the Price Index for the most recently completed calendar year over the immediately preceding calendar year.

"**RMMO Fund**" shall mean the segregated account established and maintained by Owner, into which funds shall be deposited and from which amounts shall be disbursed for Capital Repairs, Maintenance and Repair Work, and Management and Operations of the Stadium, and for expenditures made by Owner in connection with the Annual Assessment, in each case in accordance with this Stadium Management Agreement.

"**RMMO Threshold Amount**" shall mean, for each Term Year, the minimum annual funding level for the RMMO Fund of Seventeen Million Dollars ($17,000,000), increasing each Term Year by the greater of (i) two percent (2%) or (ii) the percentage increase in the Price Index for the most recently completed calendar year over the immediately preceding calendar year.

"**Scoreboard**" shall mean any scoreboard, video display, ribbon board, sound system, public address system, message board and game clock in the Stadium Facility.

"**Signage**" shall mean all signage (permanent or temporary) in or on the Stadium Facility, including, without limitation, the Scoreboard, or other replay screens, banners, displays, time clocks, message centers, advertisements and signs.

"**Sports Fund**" shall mean the Attracting Professional Sports to Kansas Fund.

"**Sports Fund RMMO Contribution**" shall have the meaning ascribed to such term in Section 7.2(a) of this Stadium Management Agreement.

"**Stadium**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Stadium Agreements**" shall mean, collectively, the CCA, the CIA, the Non-Relocation Agreement, the Guaranty, the PSL Marketing Agreement and this Stadium Management Agreement.

"**Stadium Events**" shall mean all Home Games at the Stadium, Civic Events and Manager's Events.

"**Stadium Facility**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Stadium Management Agreement**" shall have the meaning ascribed to such term in the preamble of this Stadium Management Agreement.

"**Stadium Patron**" shall mean any Person in or at the Stadium Facility during a Stadium Event.

"**Stadium Supporting Improvements**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

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

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

"**State**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**State Indemnified Person(s)**" shall mean the State and its members, officers, officials, agents, staff and employees.

"**State Suite**" shall mean one (1) standard, Luxury Suite (i.e., not loge boxes or any limited capacity offerings) with a minimum capacity of not fewer than twenty-eight (28) persons for each applicable event, including a combination of fixed and barstool seating with at least fourteen (14) fixed seats, located on a sideline between the twenty-five (25) yard lines, for use by the State or its designees at no cost except as provided herein.

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

"**Super Bowl**" shall mean the annual championship game of the NFL and any successor contest for which the NFL designates the venue.

"**Taking**" shall mean any appropriation for public purposes (but, for the avoidance of doubt, excluding any Civic Event), taking by right of eminent domain or other condemnation Proceeding (including any acquisition through a private purchase in lieu of any of the foregoing), initiated by any Governmental Authority with respect to all or any portion of the Stadium Facility.

"**Team**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Team Headquarters**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Team Facilities Non-Relocation Agreement**" shall have the meaning ascribed to such term in the recitals of this Stadium Management Agreement.

"**Temporary Owner Self Help Right**" shall have the meaning ascribed to such term in Section 20.2(a)(iii) of this Stadium Management Agreement.

"**Term**" shall mean the term of this Stadium Management Agreement, beginning on the Commencement Date and ending on the Expiration Date as may be extended pursuant to Section 14.5 of this Stadium Management Agreement.

"**Term Year**" shall mean the twelve (12)-month period beginning on the Commencement Date and ending on the last day of the twelfth (12th) successive calendar month, and each succeeding twelve (12)-month period thereafter during the Term.

"**Untenantable Condition**" shall mean the existence of any one of the following conditions as a result of any Casualty, Force Majeure, condemnation action or similar action by a Governmental Authority, Construction Defect or Design Defect (but only to the extent that such condition is not the direct proximate result of (x) the Chiefs' (or its representatives', agents' consultants', employees', or contractors') failure to perform its obligations as required under the Non-Relocation Agreement or (y) Manager's (or its representatives', agents' consultants', employees', or contractors') failure to perform its

obligations required under this Stadium Management Agreement or the CCA): (i) the condition of the Stadium is such that a Home Game could not be held or reasonably be foreseen to be held in accordance with the NFL Rules and Regulations or Applicable Law at the Stadium; (ii) the Playing Field within the Stadium is unavailable, unsuitable or unsafe for its intended purpose; or (iii) any condemnation or similar action is undertaken by a Governmental Authority which results in the NFL requiring the Team to play its Home Games at a facility other than the Stadium.

"**Use Agreement**" shall have the meaning ascribed to such term in Section 11.3 of this Stadium Management Agreement.

"**Video Replay System**" shall mean the equipment and software used to display replays, entertainment and advertising at the Stadium, together with any and all modifications and repairs thereto and replacements thereof.

1.3 Exhibits and Schedules. The following exhibits and schedules are attached to and made a part of this Stadium Management Agreement:

EXHIBIT A [Reserved]

EXHIBIT B Concessionaire Insurance Requirements

EXHIBIT C Manager Insurance Requirements

EXHIBIT D Acknowledgement of Commencement Date

EXHIBIT E-1 Form of Assignment and Assumption Agreement (Manager)

EXHIBIT E-2 Form of Assignment and Assumption Agreement (Chiefs)

ARTICLE 2
USE

2.1 Grant of Management and License Rights. Subject to the terms and conditions of this Stadium Management Agreement, Owner hereby appoints Manager as the exclusive manager and operator of the Stadium Facility during the Term and grants to Manager a revocable license and contractual right to access and use (but not possess) the Stadium Facility solely for the purposes set forth in this Stadium Management Agreement. The Parties expressly acknowledge and agree that this Stadium Management Agreement is a management and operating agreement only and does not constitute a lease, sublease, demise or conveyance of any leasehold, tenancy or other real property interest in the Stadium Facility. Manager's rights hereunder are contractual in nature and shall not create any estate, possessory interest or other interest in real property. Nothing in this Section 2.1 is intended to determine the characterization of this Agreement for federal income tax purposes or to preclude Manager from claiming depreciation deductions otherwise allowable pursuant to Treasury Regulations Section 1.167(a)-4, provided that any tax characterization shall be subject to the Kansas Development Finance Authority's confirmation with bond counsel to confirm that such allocation does not negatively impact tax exempt debt issued to support the Project.

2.2 Reservation of State Suite.

(a) At all times during the Term, for each Stadium Event, the State Suite shall be reserved for the exclusive use of the State and its designees. Manager covenants and agrees that at all times during the Term, the State and its designees shall have the right to access the State Suite (i) from one (1) hour prior to the commencement until one (1) hour after the end of each Home Game and Manager's Event, (ii) at any time on the day of a Civic Event, and (iii) upon five (5) Business Days' advance written notice to Manager for any non-Stadium Event day, for a duration to be stated in such written notice. All Maintenance and Repair Work obligations, and all costs associated therewith, with respect to the State Suite shall be the sole responsibility of Manager; provided that the food and beverage costs attributable to the State's use of the State Suite (other than water and soda) shall be borne solely by the State in a manner consistent with the suite policies applicable to other suites at the Stadium Facility. The State's use of the State Suite shall be subject to generally applicable policies, procedures, allocations and restrictions applicable to similarly situated suite holders at the Stadium Facility. Manager may, upon prior written notice to the State, relocate the State Suite to another Luxury Suite that satisfies each of the requirements set forth in the definition of State Suite. Any other change to the size, location or other material, physical characteristics of the State Suite from those specified in this Stadium Management Agreement shall require the prior written consent of the State in its sole discretion. Notwithstanding anything to the contrary herein, in the event the State Suite is unavailable due to a Major Event, Manager shall use commercially reasonable efforts to secure an option for the State to purchase a substantially similar suite, and if the State elects to purchase such suite, the cost thereof shall be paid fifty percent (50%) by the State and fifty percent (50%) by Manager.

2.3 Civic Events. Manager, in its capacity as operator of the Stadium Facility, shall schedule and facilitate Civic Events at the Stadium Facility (or such portion thereof as the Owner or State shall direct in its request therefor) on the following terms and conditions:

(a) At least sixty (60) days prior to the date of the proposed Civic Event (but no more than ninety (90) days prior thereto), the Owner shall notify Manager in writing of the requested date for such event and shall identify in all material respects to the extent then known the nature of the event, the sponsor, the areas of the Stadium Facility to be utilized, the terms (including ticket prices, if any) of admission, the expected attendance, any special security or other arrangements and any other relevant information reasonably necessary for Manager to perform its duties as the operator of the Stadium Facility. The Owner shall update the content of such notice from time to time promptly upon becoming aware of any changes in the information given above and any additional relevant information of the type described above. Upon its receipt of a notice requesting the scheduling of a Civic Event, subject to Section 2.3(b) below, Manager shall reserve such date for such Civic Event (unless such date has been previously reserved for another Stadium Event) and, except as required by the NFL, shall not schedule any other subsequently proposed Stadium Event on such date without written approval from the Owner. Notwithstanding the foregoing, in the event of a tragedy, community celebration or other sudden or unforeseen occurrence that does not provide for advance notice as contemplated above, the Owner may request use of the Stadium Facility for a related Civic

Event scheduled fewer than sixty (60) days after such request is made, which such request must be in writing and contain the information required of a timely notice as set forth in this Section 2.3(a). Such use of the Stadium Facility by the Owner or the State on fewer than sixty (60) days' notice or greater than ninety (90) days' notice shall be subject to the consent of Manager, which consent may not be unreasonably withheld, delayed or conditioned; provided that the Parties acknowledge and agree that it is the intent of the Parties that Civic Events include from time to time certain events of a significant scale (such as graduation ceremonies, high school sporting events, and free concerts open to the public), which may require preparations to be made more than ninety (90) days in advance and, as such, the Parties agree to cooperate accordingly in connection therewith.

(b) In no event shall any Civic Event be scheduled on any date that has been reserved for a Home Game, nor shall a Civic Event be scheduled on any date that has been reserved for a Manager's Event or another Civic Event, in each case, in accordance with this Stadium Management Agreement. For the avoidance of doubt, Home Games shall have the first scheduling priority, and there are no limitations on the NFL's or the Commissioner's ability to schedule Home Games at any time notwithstanding the scheduling of any Civic Event. The Owner and Manager shall exercise good faith and cooperate with one another in the event of potential conflicts that may arise between proposed events, subject to Section 2.3(a) and this Section 2.3(b).

(c) In no event shall any Civic Event be a (i) professional football game or other professional sporting contest, or (ii) any other event or activity that competes with Manager's use of the Stadium Facility as a venue for professional football contests, musical concerts, and festivals. Furthermore, no Civic Event shall include an event or activity that reasonably may be expected to cause damage to the Playing Field that cannot reasonably be prevented or repaired by Manager prior to the next Home Game at the Stadium.

(d) Following any Civic Event sponsored by the Owner, Manager shall promptly invoice the Owner for all Civic Event Expenses for such Civic Event and shall include with such invoice copies of appropriate back-up documentation evidencing such Civic Event Expenses and all revenues derived from the admission tickets, food and beverage, parking and concessions (if any) (collectively, the "**Owner Civic Event Revenues**"). Within forty-five (45) Business Days of the receipt by the Owner of any such invoice, either (i) the Owner shall, at its sole cost and expense, pay Manager for all undisputed Civic Event Expenses in excess of the undisputed Owner Civic Event Revenues, or (ii) Manager shall pay Owner an amount equal to all undisputed Owner Civic Event Revenues minus undisputed Civic Event Expenses. Manager shall use commercially reasonable efforts to minimize such Civic Event Expenses in light of the nature and scope of the applicable Civic Event.

(e) Owner shall retain the Owner Civic Event Revenues in excess of any undisputed Civic Event Expenses (if any) from any Civic Event sponsored by it.

(f) All Licensees who seek to use their Luxury Suite, Club Level Seat or general seat in conjunction with a Civic Event shall be required to purchase admission tickets for such Civic Event if tickets to such Civic Event are sold. If tickets to such Civic

Event are sold, the Owner shall utilize the services of Manager's Authorized Ticket Vendor and shall be responsible for all non-discriminatory charges incurred in connection therewith.

(g) Owner or the State, as the case may be, shall promptly repair or cause to be repaired any damage to any component of the Stadium Facility to the extent caused by any Civic Event that it sponsors, ordinary wear and tear excepted, excluding any damage or condition to the extent caused by or attributable to (i) any pre-existing condition of the Stadium Facility except to the extent materially worsened by the Owner, the State or any of their respective representatives, agents, consultants, employees, or contractors, or (ii) the gross negligence or willful misconduct of Manager or its employees, agents, contractors, licensees, sublicensees, or invitees.

(h) At the request of the Owner, Manager shall operate the Stadium Facility concessions and the Parking Areas during or in connection with a Civic Event at a level deemed appropriate by Manager, in its reasonable discretion, in light of the nature of the Civic Event and the number of patrons expected to attend the Civic Event. The prices charged by Manager for concessions and parking during or in connection with Civic Events shall be the same as, or lower than, the prices charged by Manager during Home Games at the Stadium.

2.4 Suitability of the Stadium Facility; No Leasehold Created. Manager acknowledges that the Owner, and any agents or employees thereof, has not made any representations or warranties as to the suitability or fitness of the Stadium Facility for the operations of the Team or for any other purpose, nor has the Owner, or its agents or employees, agreed to undertake any alterations or construct any improvements to the Stadium Facility. Manager acknowledges and agrees that its rights with respect to the Stadium Facility are limited to the contractual rights expressly set forth herein and do not create or vest in Manager any leasehold, tenancy, easement or other real property interest.

ARTICLE 3
ANNUAL PAYMENTS

3.1 Annual Payments.

(a) During the Term, Manager shall pay in each Term Year, as annual payment to Owner, Seven Million and No/100 Dollars ($7,000,000.00) (the "**Initial Annual Payments**"), as adjusted pursuant to Section 3.1(b) hereof (referred to herein as "**Annual Payments**"). Manager shall pay to Owner the Annual Payments for the first Term Year no later than five (5) Business Days following the Commencement Date. Manager shall pay to Owner the Annual Payments for each Term Year thereafter no later than five (5) Business Days following each Anniversary Date (commencing on the first Anniversary Date). All Annual Payments shall be paid by Manager to Owner and applied in accordance with the funding provisions set forth in ARTICLE 7. Annual Payments shall be paid to Owner without notice or demand and without abatement, deduction or set-off in lawful money of the United States of America at Owner's Address.

(b) The Annual Payments for the first Term Year shall be the Initial Annual Payments. On each Anniversary Date, the Annual Payments for the upcoming Term Year shall be adjusted as follows: If, on such Anniversary Date, the Price Index for the most recently completed calendar year is greater than the Price Index as of the prior calendar year, then the previous year's Annual Payments shall be multiplied by the percentage difference between the Price Index for such most recently completed calendar year and the Price Index as of the immediately prior calendar year, and the greater of (i) the product, or (ii) two percent (2%) will be added to the amount of the previous year's Annual Payments, which result shall be the Annual Payments for the ensuing Term Year. Within three (3) Business Days of each adjustment to the Annual Payments pursuant to this Section 3.1(b), Owner shall cause a written statement to be delivered to Manager setting forth such adjustment.

(c) For each Term Year, the "Retained Amount" shall be the Retained Amount; provided, however, that in any Term Year in which Owner assumes administrative responsibilities for property other than the Stadium Facility, the Team Headquarters or the Practice Facility, the Retained Amount for such Term Year shall be the Adjusted Retained Amount, calculated as if such Adjusted Retained Amount had been in effect from the Commencement Date and increased for each prior Term Year in accordance with the escalation provisions set forth in the definition thereof. Owner shall notify Manager in writing of any such designation. Notwithstanding the foregoing, the Retained Amount shall not be increased solely because Owner, the State, or KSFA temporarily holds, accepts, administers, or reconveys property in connection with the assembly, subdivision, platting, boundary adjustment, or final determination of the Stadium Facility.

3.2 Late Payment. In the event that any payment of Annual Payments or Additional Payments due hereunder is not paid by the seventh (7^{th}) day after which it is due, a late charge of five percent (5%) of the overdue amount may be charged by Owner for each month or part thereof that the same remains overdue. Any such "late charges" shall be deemed Additional Payments hereunder.

ARTICLE 4
ADDITIONAL RIGHTS OF MANAGER WITH RESPECT TO THE STADIUM FACILITY

4.1 General Right to Receive Revenue Generated at the Stadium Facility. Subject to the terms and conditions of this Stadium Management Agreement, and, in particular ARTICLE 2 and ARTICLE 5, during the Term, Manager shall have the exclusive right, acting on its own behalf and not as an agent of the Owner, to contract for, collect, receive and retain all income and revenues of whatever kind or nature realized by, from or in connection with the Stadium Facility, including, without limitation, all revenues, royalties, License Fees, concession fees and income and receipts arising from (a) the sale or distribution of admission tickets to Home Games and Manager's Events (including admission tickets to Club Level Seats, Luxury Suites and general admission seats), except as provided in Section 2.3(e); (b) the naming of, or the sale, lease or license of the right to name the Stadium Facility or any portion thereof; (c) the sale, lease or license of the Advertising Rights, including Signage; (d) the sale, lease or license of the Broadcast Rights; (e) the sale of food and beverages at the Stadium Facility; (f) the operation of the Parking Areas; (g) the sale of

merchandise, programs and other goods and wares of any nature whatsoever at the Stadium Facility; and (h) the use of Luxury Suites and Club Level Seats. Nothing contained herein or elsewhere in the Definitive Documentation shall be construed as a limitation or curtailment of the general regulatory or police powers of the State or any other Governmental Authority. It is further acknowledged and agreed that the rights of Manager pursuant to this ARTICLE 4, and each of the contracts entered into by Manager pursuant to this ARTICLE 4 by such contracts' terms: (a) shall expire at the end of the Term (regardless of whether the Term ends by reason of the attainment of the Expiration Date or the earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms); and (b) shall be subject to Applicable Law (including any obligation imposed on Manager under Applicable Law to collect and remit all required sales and use taxes).

4.2 Naming of Stadium Facility.

(a) Manager shall have the exclusive right to name, or contract from time to time with any Person or Persons on such terms as Manager may determine with respect to the naming of the Stadium Facility or any portion thereof; provided that (i) the term during which any such name shall apply shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms) and (ii) given the substantial interest of the Owner in the Stadium Facility and the public character thereof, Manager shall not permit any name to be given to the Stadium Facility or any portion thereof, except in accordance with this Section 4.2.

(b) Prior to entering into any agreement granting naming rights to the Stadium Facility, Manager shall deliver to the Owner written notice identifying the proposed naming rights sponsor and the proposed name of the Stadium Facility. The Owner shall have the right to reject any proposed naming rights sponsor if such sponsor is primarily engaged in any of the following businesses or activities: (a) tobacco or cannabis products; (b) vaping products or electronic cigarettes; (c) adult entertainment or sexually oriented businesses; (d) firearms or weapons manufacturing or sales; or (e) political parties, political action committees, political campaigns or similar political entities. Additionally, the Owner shall have the right to object to a proposed naming rights sponsor if such sponsor: (a) is inconsistent with NFL Rules and Regulations or NFL policies applicable to stadium naming rights; (b) promotes products, services, organizations or special interests that are materially inconsistent with then-existing community standards; or (c) would reasonably be expected to cause material embarrassment or disparagement to the State, the Owner or the public. The Owner may exercise the rights described in this Section 4.2(b) by delivering written notice to Manager within fifteen (15) days after receipt of such notice. If the Owner objects to any proposed naming rights sponsor in accordance with this Section 4.2(b), and the Parties are unable to resolve such objection within fifteen (15) Business Days from the date of Owner's notice to Manager, such objection shall be resolved in accordance with the dispute resolution procedures set forth in ARTICLE 18 of this Stadium Management Agreement.

4.3 Advertising Rights. Subject to Applicable Law, Manager shall have the exclusive right to control and contract with respect to the Advertising Rights; provided that (a) the duration

of any contract with respect to the Advertising Rights shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms), (b) advertising shall not be of a type that would reasonably be expected to cause material embarrassment to Owner, (c) advertising shall not contain slang, barbarisms, profanity, encourage the use of alcohol by minors or tobacco by anyone, or reference illegal drugs or any sexually oriented businesses, and (d) for the avoidance of doubt, nothing in this Section 4.3 shall limit or restrict the right of Owner, the State or KSFA, in consultation with Manager, to promote Civic Events or to promote the State, KSFA, Counties or other local governmental entities for economic development, tourism or public awareness purposes; provided, that any promotion by Owner, the State or KSFA within the Stadium Facility shall require Manager's consent in its sole discretion.

4.4 Broadcast Rights. As between Manager and the Owner, Manager shall have the exclusive right to control, conduct, lease, license, grant concessions with respect to, sell, benefit, control and enter into agreements with respect to the Broadcast Rights; provided that the duration of any such lease, license, concessions grant or other similar agreement with respect to the Broadcast Rights shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of the Stadium Management Agreement in accordance with its terms). Unless requested by Manager in its sole discretion, or except as provided in the final sentence of this Section 4.4, prior to the Expiration Date, Owner shall not grant any Broadcast Rights to any third party or otherwise assist any third party's efforts to disseminate or distribute any pictures, images, sounds, descriptions, or other accounts at all or any portion of any Stadium Events. Owner hereby grants to Manager a non-exclusive, royalty free license to include in any Broadcast Rights the ability to display in perpetuity any likeness, image or sound or any other protectable feature of the Stadium Facility captured prior to the Expiration Date in connection with the exercise of any Broadcast Rights. Notwithstanding the foregoing, Owner or the State may request in writing that Manager grant to Owner, the State, or their designee the Broadcast Rights in relation to all or any portion of any Civic Event, and Manager's consent to any such request shall not be unreasonably withheld, conditioned, or delayed.

4.5 Concessions.

(a) Manager shall have the exclusive right to sell all food and beverages within the Stadium Facility, which shall include the right to contract with any third party or parties to operate the food and beverage facilities at the Stadium Facility; provided that the duration of any contract with respect to the food and beverage facilities shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms).

(b) Any concessionaire with whom Manager shall contract shall be entitled to bring a reasonably sufficient number of legally qualified workers into the Stadium Facility, free of charge, in order to operate its concession. Each concessionaire's workers shall not unreasonably disturb or offend patrons or disturb or interfere with any Stadium Events. Manager shall comply with all Applicable Laws with regard to the grant of the concession rights described herein to any third party and with regard to the operation of the food and beverage concessions at the Stadium Facility and shall require its concessionaires to agree

to comply with Applicable Laws in connection with their operations at the Stadium Facility. Manager shall determine the items of food or beverage to be offered, the prices to be charged for such items and the concessionaires to provide such service. Subject to terms and conditions of ARTICLE 10, Manager shall have the right to determine the location of concession stands for the sale of food and beverage concessions and staging areas for the storage and preparation of food and beverages prior to sale, within the Stadium Facility, in its reasonable discretion, subject to considerations for public health, safety and access. Subject to Section 2.3(h) hereof, the rights granted to Manager with regard to concessions pursuant to this Stadium Management Agreement shall include the right to determine, in Manager's reasonable discretion, how many concession areas, structures or facilities will be open during any Stadium Events or at any other time and what items of food and beverage shall be served. For the purposes of this Stadium Management Agreement, the right to sell or offer for sale beverages and all other rights granted to Manager with regard thereto shall specifically include the right to sell, offer for sale and control the sale of beer and other alcoholic beverages, subject to Applicable Law; provided, however, that the Owner shall not have any responsibility for ensuring that Manager is able to obtain any required licenses from any Governmental Authority for such sale or offer for sale.

(c) Each food and beverage concession contract shall: (i) include a covenant evidencing the agreement of the concessionaire to refrain from discrimination with respect to its employees at the Stadium Facility; (ii) provide that the concessionaire shall maintain the insurance coverages set forth in Exhibit B attached hereto; (iii) provide that the concessionaire shall indemnify, defend and hold harmless the Government Entities and their respective Affiliates from and against any and all liability arising out of such concessionaire's operations; (iv) provide that the concessionaire shall comply with Applicable Law; and (v) be subject to Owner's review and approval of the non-financial covenants thereof, which approval shall not be unreasonably withheld, conditioned, or delayed. One or more representatives of Manager (who may be employees of any concessionaire) shall be made available to the Owner as part of the operation of concessions at Stadium Events in order to handle any problems that may arise with regard thereto.

(d) Throughout the Term, Manager shall use commercially reasonable efforts to cause all food and beverage concessionaires at the Stadium Facility to fully perform and comply with the terms and conditions of the contract between Manager and such concessionaire, and, upon such concessionaire's breach thereof, enforce through appropriate and lawful means, each such contract in accordance with the terms and conditions thereof.

4.6 Parking. Manager shall have the exclusive right to operate, manage and control the Parking Areas, and shall determine the fees to be charged for parking at the Stadium Facility; provided, however, that the duration of any contract with respect to the management or operation of the Parking Areas shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms).

4.7 Merchandising. Manager shall have the exclusive right to sell, lease or contract for the sale or lease of programs, yearbooks, novelties, pendants, hats, clothing, sports equipment, cameras, film, binoculars, headsets or any other items, goods or equipment that Manager (in its sole discretion) may desire to offer for sale or lease at the Stadium and elsewhere within the Stadium Facility; provided that the duration of any contract with respect to the sale of merchandise at the Stadium Facility shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms). Manager shall also have the exclusive right to set up carts, kiosks and other similar temporary structures for the sale of such items anywhere on the Stadium Facility at locations selected by Manager in its reasonable discretion, taking into consideration public safety and access. The Owner shall not have any rights of approval with regard to the items of merchandise offered for sale or lease at the Stadium or elsewhere within the Stadium Facility, the prices to be charged for such items of merchandise or the concessionaire or concessionaires to provide such merchandise; provided however, that Manager shall not sell or offer to sell at the Stadium Facility products containing tobacco or any other products that are then prohibited for sale at the Stadium Facility by Applicable Law.

4.8 Luxury Suites. Manager shall have the exclusive right to license any or all of the Luxury Suites during the Term, and Manager shall retain all License Fees and other revenues derived therefrom; provided, however, that the duration of any license with respect to any Luxury Suite shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any termination or cancellation of this Stadium Management Agreement in accordance with its terms). For the avoidance of doubt, any such license shall constitute a contractual use right only and shall not create any leasehold, tenancy or other real property interest.

4.9 Club Level Seats. Manager shall have the exclusive right to license any or all of the Club Level Seats during the Term, and Manager shall retain all License Fees and other revenues derived therefrom; provided, however, that the duration of any license with respect to any Club Level Seats shall expire no later than the end of the Term (whether due to the attainment of the Expiration Date or any earlier termination or cancellation of this Stadium Management Agreement in accordance with its terms). For the avoidance of doubt, any such license shall constitute a contractual use right only and shall not create any leasehold, tenancy or other real property interest.

4.10 Personal Seat Licenses. Subject to the PSL Marketing Agreement, Owner shall own and retain the exclusive right during the Term to enter into agreements, sell, license or transfer of personal seat licenses, or other similar instruments for any and all seats in the Stadium, including the Club Level Seats referenced in Section 4.9 (collectively, "**PSLs**"). As set forth in the PSL Marketing Agreement, all net proceeds generated from the marketing, solicitation and sales of PSLs shall be held in a segregated account and unequivocally dedicated to and used for the construction of the Stadium Facility and deposited in accordance with the CCA. As further set forth in the PSL Marketing Agreement, Owner is appointing Manager as its agent to market and sell PSLs on behalf of Owner. For the avoidance of doubt, the PSL is separate from the license with respect to Luxury Suites and Club Level Seats referenced in Sections 4.8 and 4.9, respectively.

4.11 Scoreboards. Manager shall have the exclusive right to use and control the Scoreboards at all Stadium Events during the Term, provided that upon request of the Owner, for

all Civic Events and in the event of an Emergency, Manager shall make the Scoreboards (and any personnel necessary to operate the Scoreboards) available, and the costs incurred by Manager in connection with the same shall be a Civic Event Expense to be paid to Manager in accordance with Section 2.3 above.

4.12 Video Replay System. Manager shall have the exclusive right to use and control the Video Replay System, as well as the control room or rooms used for the operation of the Video Replay System, at all Stadium Events during the Term, provided that the Owner shall have access to the Video Replay System for all Civic Events and in the event of an Emergency. Upon request of the Owner, Manager shall make the Video Replay System (and any personnel necessary to operate the Video Replay System) available for all Civic Events and Emergencies.

ARTICLE 5
USE; COMPLIANCE WITH LAW

5.1 Manager's Use of the Stadium Facility. Subject to the terms and conditions of this Stadium Management Agreement, during the Term, Manager shall have the right to use the Stadium Facility for any purpose that (a) is not prohibited by this Stadium Management Agreement or Applicable Laws, and (b) does not change the primary purpose of the Stadium Facility from a venue for professional football contests and musical concerts and festivals.

5.2 Non-Relocation. The Parties acknowledge that Manager's and the Chiefs' obligations with respect to, among other things, the non-relocation of the Team and the playing of Home Games at the Stadium, the maintenance of the Team and Franchise, and the Team Headquarters and Practice Facility are set forth in the Non-Relocation Agreement. Subject to Section 20.1(a) and Section 20.5, the Non-Relocation Agreement shall govern the rights, obligations, remedies, forum and dispute resolution procedures of the parties thereto relating to the matters expressly addressed therein. Nothing in this Stadium Management Agreement shall be construed to modify, supersede, limit or impair those provisions in the Non-Relocation Agreement.

5.3 Compliance with Law. At all times during the Term, Manager shall, and shall cause its employees, contractors, agents, guests and invitees to, at its sole cost and expense, perform their respective obligations under this Stadium Management Agreement (including, without limitation, all obligations set forth in ARTICLE 6 of this Stadium Management Agreement) in full compliance with: (i) all Applicable Laws; (ii) the Definitive Documentation; (iii) the Project Program Statement; (iii) all requirements of any board of fire underwriters or other similar body; and (iv) any direction or occupancy certificate issued by any Governmental Authority.

5.4 Smoking Ban. Throughout the Term, smoking shall be prohibited in all Buildings. At all times during the Term, Manager shall use its best efforts to prohibit smoking in all Buildings. Manager shall be deemed to have utilized its best efforts to prohibit smoking in the Buildings if Manager: (a) post placards throughout the Buildings regarding the prohibition against smoking; (b) refuse entry to the Stadium to any Stadium Patron who is smoking; (c) make at least two (2) announcements over the Stadium's public address system during each Home Game and Manager's Event regarding said prohibition; and (d) notify patrons who are seen violating the policy that they are doing so.

ARTICLE 6
OPERATION OF THE STADIUM FACILITY; REPAIR, REPLACEMENT AND MAINTENANCE OBLIGATIONS

6.1 General Operation of the Stadium Facility. Subject the terms and conditions of this Stadium Management Agreement, including, but not limited to, ARTICLE 4 and Section 5.3 herein, Manager shall have the exclusive right, power, authority and obligation to direct all aspects of the operation, repair, maintenance, management and control of the Stadium Facility (including the income and revenue producing activity of the Stadium Facility) at all times during the Term acting on its own behalf and not as an agent of the Owner, and Manager shall have such discretion in the operation, repair, maintenance, management and control of the Stadium Facility as may be needed to perform efficiently its responsibilities under and subject to this Stadium Management Agreement. Without limiting the generality of the foregoing and without limiting the Owner's and Manager's respective rights and obligations set forth elsewhere in this Stadium Management Agreement, during the Term, Manager, at its sole cost and expense, shall perform the following:

(a) Operate, repair and maintain the Stadium Facility or cause the Stadium Facility to be operated, repaired and maintained in good condition and repair and otherwise in accordance with Applicable Law and NFL Rules and Regulations and in a manner reasonably consistent with the applicable standards at other Comparable NFL Facilities;

(b) Establish and implement an annual preventative maintenance program for the Stadium Facility reasonably satisfactory to Owner;

(c) Establish and implement a capital improvement program for the Stadium Facility reasonably consistent with the applicable standards at other Comparable NFL Facilities and NFL Rules and Regulations, as is subject to Owner's approval as provided in Section 6.4;

(d) Regulate the use of the Stadium Facility consistent with the provisions of ARTICLE 5 and, in furtherance thereof, submit to the Owner prior to the beginning of each fiscal year of the Owner an annual operating plan for such fiscal year indicating the type and nature of events that are then contemplated for the Stadium Facility during such fiscal year (based on information then available);

(e) Employ, engage, promote, discharge and otherwise supervise and control the work of all employees, and contract with all independent contractors, deemed necessary or advisable by Manager to discharge its responsibilities with respect to the operation, repair, maintenance, management and control of the Stadium Facility under this Stadium Management Agreement;

(f) Procure and maintain throughout the Term all Manager's insurance policies in accordance with the Insurance Requirements;

(g) Pay or cause to be paid all Assessments (subject, however, to the terms and conditions of ARTICLE 15);

(h) Operate, repair, maintain, manage and control the Access Roads;

(i) Contract for and manage all security personnel and systems for the Stadium Facility and otherwise control all aspects of access (including restricting access) to the Stadium Facility;

(j) Provide and enter into contracts for the furnishing to the Stadium Facility of (i) all utilities, including electricity, gas, sewage, water and telephone, (ii) cleaning and janitorial services and adequate dumpsters and trash removal, (iii) elevator and boiler maintenance service, air conditioning maintenance service and other equipment maintenance service, (iv) laundry service, and (v) any and all services deemed advisable by Manager in conjunction with the operation, repair, maintenance, management and control of the Stadium Facility;

(k) Purchase all supplies and materials regularly used and consumed in the operation, repair, maintenance, management and control of the Stadium Facility;

(l) Obtain and maintain licenses and permits in the operation, repair, maintenance, management and control of the Stadium Facility in accordance with Applicable Law (provided, however, that Manager shall not be required to obtain or maintain any licenses or permits that may be required in connection with the management or operation of any Civic Events that are not otherwise required in conjunction with Manager's general management and operation of the Stadium Facility);

(m) Impose and enforce such rules and regulations governing use of the Stadium Facility as it may establish from time to time to assist in ensuring the use of the Stadium Facility by all Persons consistent with the terms of this Stadium Management Agreement (with a copy of such rules and regulations and any amendments thereto to be furnished to the Owner promptly after the promulgation thereof);

(n) Maintain the Books and Records in accordance with GAAP;

(o) Select all concessionaires and vendors selling food, beverages, novelties, souvenirs, programs, merchandise and wares of any nature whatsoever in any part of the Stadium Facility;

(p) Operate or cause to be operated all restaurants and other dining facilities located in the Stadium Facility during all Stadium Events;

(q) Establish procedures, rules and policies regarding employee relations, and all aspects of advertising, publicity and promotion at the Stadium Facility; and

(r) Directly or through its Affiliates or through Manager's Authorized Ticket Vendor, sell, market and establish the price of all admission tickets for all Home Games at the Stadium and Manager's Events.

6.2 Delegation of Management Responsibilities. Manager shall not designate or engage any third party to have overall management responsibility for the operation and maintenance of the Stadium Facility, including, without limitation, in connection with Sections 4.3-4.7 hereunder, without the prior written consent of Owner, which consent shall not be unreasonably withheld,

conditioned or delayed. Any such third party shall be subject to Owner's reasonable approval as to qualifications, experience and financial capacity, and the material terms of any such arrangement. No such designation or engagement shall relieve Manager of any of its obligations under this Stadium Management Agreement, and Manager shall remain fully responsible for the performance of all such obligations. Notwithstanding the foregoing, Manager may, in the ordinary course of business and without the consent of Owner, enter into contracts for janitorial, maintenance and other similar services in connection with the operation of the Stadium Facility.

6.3 Access to the Books and Records. During the Term, upon reasonable notice but no more than two (2) times per calendar year, the Owner and its employees, agents and auditors shall have the right (i) to engage a nationally or regionally recognized independent certified public accounting firm (the "**CPA**") to inspect, at Manager's administrative offices at the Stadium Facility, any of the Books and Records, and provide reports to Owner related to expenditures from the RMMO Fund and Manager's compliance with ARTICLE 2, Section 5.3, this ARTICLE 6, ARTICLE 7, ARTICLE 8, ARTICLE 13, ARTICLE 14, and ARTICLE 15, which reports shall not include Manager's financial statements or the footnotes thereto and shall not include such information as Manager or the NFL may reasonably designate as confidential and not to be made available to the public (provided that, for the avoidance of doubt, in no event shall any exclusion to inspection rights apply to any statements or information relating to the RMMO Fund and any expenditures therefrom). In connection with such inspection, the CPA shall have the right to inspect and make copies of any Books and Records related to the RMMO Fund, and Owner may discuss such Books and Records related to the RMMO Fund with, and to be advised as to the same by, its respective officers. Notwithstanding anything to the contrary in this Agreement, Manager shall not be required to disclose, deliver or make available to the Owner (as opposed to the CPA) any financial statements of Manager or its Affiliates, or any other financial, proprietary, competitively sensitive or confidential information of Manager or its Affiliates. Any officer, employee, consultant, or representative of the Owner who wishes to review the specific financial or operating data related to expenditures from the RMMO Fund compiled by such accounting firm, or its work papers related to expenditures from the RMMO Fund, may do so only at the offices of such CPA, and no physical or digital copies of any such data shall be made or removed from such offices. All information contained in the Books and Records shall be treated in a confidential manner and Manager may require the delivery of customary non-disclosure agreements in a form reasonably satisfactory to Manager and Owner executed by any non-public third parties prior to their review of the Books and Records pursuant to this Section 6.3. The costs associated with engaging the independent certified public accounting firm as set forth in this Section 6.3 shall be paid by the Owner. Nothing in this Section 6.3 shall be construed so as to impose any limitation on the disclosure of any information contained therein if required by Applicable Law or if made in conjunction with any arbitration or litigation involving the Stadium Agreements.

6.4 Annual Assessment and Annual Capital Plan.

(a) On an annual basis, the Owner shall cause the Annual Assessment to be performed.

(b) The Owner shall select the consulting firm for the Annual Assessment in meaningful consultation with Manager.

(c) All costs and expenses incurred by the Owner in connection with the Annual Assessment shall be paid from the RMMO Fund.

(d) No later than March 1 of each Term Year, Manager shall prepare and deliver to the Owner a proposed annual capital plan for the upcoming Term Year, identifying the Capital Repairs, Maintenance and Repair Work and other expenditures proposed to be funded from the RMMO Fund during such Term Year, in each case, to the extent permitted under ARTICLE 7, together with the anticipated budget.

(e) The Owner shall have thirty (30) days from receipt of the proposed annual capital plan to approve, disapprove or otherwise provide revisions, in each case, in good faith. The Parties shall cooperate in good faith to finalize such plan by no later than April 1 of the applicable Term Year (the plan approved by both Owner and Manager, the "**Annual Capital Plan**"). The Annual Capital Plan may be amended from time to time upon the prior written approval of the Owner and Manager. For the avoidance of doubt, any expenditure not included in the Annual Capital Plan may still be reimbursed from the RMMO Fund, subject to Section 7.5.

6.5 Capital Repairs.

(a) At least sixty (60) days prior to the date on which Manager desires to undertake any Capital Repairs, Manager shall notify the Owner of the proposed Capital Repairs, which notice shall be accompanied by a detailed description and cost of the proposed Capital Repairs. Manager shall deliver all related documents reasonably required by the Owner.

(b) Manager shall have the right to undertake Capital Repairs without the consent of the Owner to the extent the related expenditure: (i) is included in an approved Annual Capital Plan; (ii) does not exceed the Approval Threshold; (iii) is made in response to an Emergency, provided that Manager shall notify Owner in writing within five (5) Business Days following any Emergency expenditure, together with reasonable supporting detail regarding the nature, scope and cost thereof and the circumstances constituting the Emergency; or (iv) is made necessary by NFL Rules and Regulations. With respect to any other Capital Repairs, Manager shall not make such Capital Repair if during the sixty (60) day period following receipt of such notice, Owner, in the exercise of reasonable discretion, notifies Manager of any objection to all or any portion of such Capital Repair, which objection is accompanied by a written explanation in reasonably sufficient detail outlining the rationale for the objection. Manager and Owner shall cooperate in good faith to resolve such objection. To the extent that Owner disapproves all or any portion of any proposed Capital Repairs, or during the pendency of any such outstanding objection pursuant to this Section 6.5(b), Manager shall have no liability whatsoever for failure to make any disapproved portion of such Capital Repairs, and failure by Manager to effect such Capital Repairs shall in no event constitute grounds for a Manager Default. Owner agrees to indemnify, defend and hold harmless Manager from any Losses arising out of failure to make any disapproved portion of such Capital Repairs.

(c) For the avoidance of doubt, approval of any Capital Repair as part of the Annual Capital Plan shall not limit Manager's obligation to provide supporting documentation or comply with the disbursement procedures applicable to expenditures from the RMMO Fund set forth in Article 7 hereof to the extent Manager requests disbursement therefrom.

(d) Manager shall advise and consult with the Owner concerning the selection of any architect, engineer, construction manager or general contractor that will work on any Capital Repairs in excess of the Approval Threshold, and all such Persons and all material contracts relating thereto shall be subject to the prior written approval of Owner for such Capital Repairs (such approval not to be unreasonably withheld, conditioned, or delayed). If so requested by the Owner, each contractor retained by Manager for any Capital Repairs project shall, prior to the commencement of such contractor's work, furnish and maintain in full force and effect, from the date of the construction contract to which it is a party until the full performance of such contract, a payment and performance bond in the full amount of such contract in form and substance and issued by a surety reasonably satisfactory to the Owner. The bonds shall be in favor of the Owner, shall conform in all respects to all requirements imposed by Applicable Law and shall otherwise be in form acceptable to the Owner. If Applicable Law authorizes any special form of labor and material payment bond that removes mechanic's and similar liens from the Land, such form shall be provided. Owner shall use commercially reasonable efforts to approve or disapprove such contract within fifteen (15) days after receipt thereof.

(e) All Capital Repairs shall be made in accordance with the Annual Capital Plan (if applicable), Project Program Statement (except as may be amended in writing by the Parties), and all Applicable Law.

(f) Manager shall require that any contractors retained by Manager to complete Capital Repairs at the Stadium Facility provide appropriate levels of insurance as agreed to by the Parties that shall name Manager and Owner as additional insured.

(g) Owner shall have the right to monitor the performance of any Capital Repairs funded in whole or in part from the RMMO Fund, including the right to review budgets, schedules, change orders and progress reports, and to require reasonable modifications to the extent necessary to ensure compliance with this Stadium Management Agreement, the Annual Capital Plan (if applicable), the Project Program Statement (except as may be amended in writing by the Parties), and Applicable Law.

6.6 Responsibility for Expenses. Other than the Public RMMO Funding Commitment expressly set forth in ARTICLE 7, Manager shall at its sole cost and expense throughout the Term, fulfill its obligations under this Stadium Management Agreement, including, but not limited to all costs of any nature whatsoever, in connection with the ownership, maintenance, repair, insurance, operation of the Stadium Facility (including, but not limited to, all Capital Repairs), without any other contribution by the Owner or the State, or any credit or offset of any kind.

ARTICLE 7
REPAIRS, MAINTENANCE, MANAGEMENT AND OPERATIONS (RMMO) FUND

7.1 Establishment of RMMO Fund. Owner shall establish and maintain the RMMO Fund in accordance with this Stadium Management Agreement. The RMMO Fund shall be maintained in accordance with GAAP such that funds can be readily identified, accounted for and applied in accordance with this ARTICLE 7.

7.2 Funding of RMMO Fund.

(a) For each Term Year, the RMMO Fund shall be funded up to the RMMO Threshold Amount through the following sources, in the following order: (i) first, an amount equal to ten percent (10%) of each deposit of funds into the Sports Fund (the "**Sports Fund RMMO Contribution**"); and (ii) thereafter, one hundred percent (100%) of Annual Payments actually received by Owner (other than the Retained Amount, which Owner shall be entitled to retain), in each case until the RMMO Threshold Amount for such Term Year has been satisfied (collectively, the "**Public RMMO Funding Commitment**"). The contributions described in clause (i) above shall be deposited into the RMMO Fund in full within thirty (30) days after the applicable deposit, and the contribution described in clause (ii) above shall be deposited into the RMMO Fund in full within thirty (30) days after the commencement of each Term Year. For the avoidance of doubt, amounts thereafter in excess of the RMMO Threshold Amount will be deposited in accordance with the terms of the CIA. In the event that, in any Term Year, the amounts available under clauses (i) and (ii) above are insufficient to fund the RMMO Threshold Amount, the State shall take reasonable steps to obtain the necessary appropriations or other authorizations in an amount sufficient to eliminate any resulting shortfall in the Public RMMO Funding Commitment, such that the RMMO Fund is funded up to the RMMO Threshold Amount for such Term Year.

(b) The Public RMMO Funding Commitment shall constitute Owner's and the State's sole funding obligation with respect to Capital Repairs, Maintenance and Repair Work and Management and Operations of the Stadium Facility.

(c) Under no circumstances shall Owner or the State be required to contribute any amounts to the RMMO Fund in excess of the RMMO Threshold Amount for any Term Year. Any insufficiency in the RMMO Fund shall be the sole responsibility of Manager as provided in Section 7.4; provided, however, that in the event any non-structural or structural maintenance, repair, or replacement arises exclusively as a result of the grossly negligent acts or omissions of Owner, its agents, or employees, such repair and replacement shall be at Owner's cost and expense.

(d) The State shall execute this Agreement solely for the purposes of this Section 7.2 and Section 12.1 but is otherwise not a Party to this Agreement.

7.3 Use of RMMO Fund; Waterfall.

(a) Amounts on deposit in the RMMO Fund shall only be applied to Capital Repairs and Maintenance and Repair Work and Management and Operations.

(b) Amounts in the RMMO Fund may be used to pay for Capital Repairs and Maintenance and Repair Work incurred in the current Term Year or any prior Term Year, to the extent funds are available at the time of payment.

(c) Amounts in the RMMO Fund may be used for Management and Operations solely with respect to the applicable Term Year.

(d) Amounts in the RMMO Fund shall be used solely for the purposes expressly set forth in this ARTICLE 7 and shall not be used for any other purpose. For the avoidance of doubt, amounts in the RMMO Fund shall not be used for Construction Defects or Design Defects. Manager shall not commingle RMMO Fund monies with any other funds and shall not directly or indirectly divert, reallocate or apply such funds for any purpose not expressly permitted herein.

(e) Manager shall be solely responsible for all costs and expenses for any Capital Repairs and Maintenance and Repair Work arising out of or resulting from the gross negligence or willful misconduct of Manager, any of its Affiliates, or any of their respective employees, agents, contractors, licensees or invitees. Such costs shall not be paid or reimbursed from the RMMO Fund.

(f) No disbursements from the RMMO Fund will be made during any period in which Manager is engaging in gross negligence or willful misconduct in the performance of its material obligations under this Stadium Management Agreement; provided that if Owner determines that Manager is engaging in gross negligence or willful misconduct in the performance of its material obligations hereunder, disbursements shall be suspended only upon not less than fifteen (15) days' prior written notice to Manager specifying in reasonable detail the basis for such determination. Manager may challenge such determination pursuant to ARTICLE 18 and, if Manager is found to not have been engaging in gross negligence or willful misconduct, Manager will be entitled to recover the costs and expenses incurred for expenditures eligible to be funded from the RMMO Fund that were not disbursed pursuant to this Section 7.3(f), plus interest at the Default Rate from the date of payment by Manager of such expense.

7.4 Insufficiency of Funds. Without limiting the State's obligations under Section 7.2(a), if, at any time, the amounts available in the RMMO Fund are insufficient to fund the Capital Repairs, Maintenance and Repair Work and/or Management and Operations of the Stadium Facility, Manager shall be solely responsible, at its cost and expense, for funding any such shortfall, without reimbursement, credit or offset of any kind.

7.5 Approval of Disbursements.

(a) Manager shall submit to Owner, no more than once a month, a written request for any proposed disbursement from the RMMO Fund, together with reasonable supporting detail regarding the nature, scope, and cost of such expenditure.

(b) No approval of Owner shall be required for any proposed disbursement from the RMMO Fund if the related expenditure (i) is included in an approved Annual Capital Plan; (ii) does not exceed the Approval Threshold; or (iii) is made in response to

an Emergency, provided that Manager shall notify Owner in writing within five (5) Business Days following any Emergency expenditure, together with reasonable supporting detail regarding the nature, scope and cost thereof and the circumstances constituting the Emergency. All other expenditures from the RMMO Fund shall be subject to the prior written approval of Owner, which approval may not be unreasonably withheld, conditioned, or delayed, taking into account the Annual Assessment, the condition of the Stadium Facility and the requirements of this Stadium Management Agreement. Owner shall approve or disapprove any such request within fifteen (15) days following receipt thereof, and Owner's approval shall be deemed given if Owner fails to respond within such fifteen (15) day period (which period shall be tolled while the Owner is awaiting reasonable supporting detail regarding the nature, scope and cost of such expenditure).

(c) To the extent such disbursement requests are approved (or deemed approved) in accordance with the terms hereof, Owner shall disburse to Manager the requested amount from the RMMO Fund as soon as reasonably possible, not to exceed thirty (30) days after Manager's request therefor.

(d) Owner shall have the right, upon reasonable notice but no more than two (2) times per calendar year, to audit any expenditures from the RMMO Fund. Any amounts determined by Owner (acting reasonably) to have been improperly disbursed shall be promptly reimbursed by Manager to the RMMO Fund. If the aggregate amount so determined to have been improperly disbursed exceeds seven percent (7%) of the aggregate expenditures reviewed in such audit, Manager shall also pay to Owner, within thirty (30) days following such demand, the reasonable out-of-pocket costs incurred by Owner in connection with such audit.

(e) The Parties shall cooperate in good faith to establish streamlined procedures for recurring or budgeted expenditures consistent with the Annual Assessment and approved operating plans.

7.6 Limitation on Liability. The Parties acknowledge and agree that nothing in this ARTICLE 7 imposes on Owner any obligation to undertake any Capital Repairs. Notwithstanding anything to the contrary set forth herein, Owner and the State shall have no obligation to deposit any amounts into the RMMO Fund (including any portion of the Public RMMO Funding Commitment and/or the Sports Fund RMMO Contribution) for any Term Year until Manager has paid the Annual Payments for such Term Year in full; provided, that if Manager does not pay the Annual Payments for any Term Year by reason of Section 23.15, Owner and the State shall have no obligation to fund the RMMO Fund for such Term Year, and such obligation shall be tolled until the additional Term Year as provided in Section 23.15. Manager's obligations under Section 6.1 and this ARTICLE 7 shall continue in full force and effect during and after any period in which funding is deferred or not required under this Section 7.6, and Manager shall remain solely responsible, at its sole cost and expense, for all Capital Repairs and Maintenance and Repair Work, without reimbursement, credit or offset of any kind.

ARTICLE 8
DAMAGE AND DESTRUCTION

8.1 Manager's Obligation to Restore. If, at any time during the Term, the Stadium Facility or any part thereof shall be damaged or destroyed by a Casualty, Manager shall commence and thereafter proceed as promptly as possible to repair, restore and replace the damage to the Stadium Facility as nearly as possible (subject to Section 23.15) to its condition immediately prior to such Casualty, to the extent permitted by Applicable Laws, at Manager's expense (the "**Casualty Repair Work**") and shall have a right to any insurance proceeds, if any, as may be available pursuant to the Definitive Documentation. If the Casualty Repair Work exceeds Two Million and No/100 Dollars ($2,000,000.00), Owner shall have the right to (i) approve, in Owner's reasonable discretion, the general contractor and lead architect, if any, selected by Manager to perform the Casualty Repair Work, (ii) approve, in Owner's reasonable discretion, the terms of the contracts with the general contractor and lead architect, if any, selected by Manager to perform the Casualty Repair Work, (iii) approve, in Owner's reasonable discretion, all contracts requiring payment greater than Ten Million and No/100 Dollars ($10,000,000.00) recommended by Manager to be entered into for the Casualty Repair Work, and (iv) engage an independent construction representative, at Owner's sole cost and selected in Owner's reasonable discretion, to review the Casualty Repair Work.

8.2 Termination. If, during the last thirty-six (36) months of the Term, a Major Casualty occurs and Manager determines not to restore the Stadium Facility (so long as such damage and destruction is not caused by the gross negligence or willful misconduct of Manager or any of its Affiliates, representatives, agents, consultants, employees, or contractors) or the Casualty Repair Work is not covered by insurance proceeds or the insurance proceeds are inadequate, then this Stadium Management Agreement shall terminate as a result of the damage or destruction as of the later of (i) the end of the calendar month in which written notice is delivered to Owner of Manager's election not to restore the Stadium Facility, or (ii) thirty (30) days following delivery of such written notice. Manager will pay the amount of the then existing unsatisfied deductible under the property insurance policy described in Section 13.1. Upon the service of such notice and the making of such payments within the foregoing time period, this Stadium Management Agreement shall cease and terminate on the date specified in such notice and Manager shall have no obligation to perform any Casualty Repair Work or pay any Casualty expenses with respect to such Casualty. In the event this Stadium Management Agreement is terminated following a Major Casualty, the insurance proceeds shall be payable sixty percent (60%) to Owner and forty percent (40%) to Manager.

ARTICLE 9
EMINENT DOMAIN

9.1 Condemnation of Stadium Facility.

(a) If, at any time during the Term, a Taking occurs that results in the appropriation of title to the whole or substantially all of the Stadium Facility, other than for a temporary use or occupancy that is for one (1) year or less in the aggregate, then this Stadium Management Agreement shall automatically terminate as of the date of such Taking. For purposes of this ARTICLE 9, "substantially all of the Stadium Facility" shall

be deemed to have been taken if, as a direct and proximate result of the Taking, an Untenantable Condition occurs.

(b) Manager shall have the right to assert a separate claim against the condemning authority in any eminent domain Proceeding pertaining to the Stadium Facility whether or not this Stadium Management Agreement is terminated for just compensation and business damages arising from such Taking.

(c) If Manager does not elect to file a separate claim against the condemning authority, Manager shall receive, out of the award or awards paid to Owner on account of such Taking (including all compensation for the Stadium Facility and the Improvements or portions thereof taken, and damages, if any, to the parts of the Stadium Facility and the Manager's personal property not so taken), compensation for any loss or damage with respect to the Manager's personal property. To the extent such award or awards paid to the Owner includes any compensation for the Team's business damages, such compensation shall be paid to Manager. The balance of any such award or awards shall be paid to Owner.

9.2 Condemnation Proceeds. If, at any time during the Term, a Taking occurs that affects less than substantially all of the Stadium Facility, the Term shall not be reduced, extended or affected in any way, and the following provisions shall apply:

(a) Manager shall commence and thereafter proceed as promptly as possible (subject to Section 23.15) to repair, restore and replace the remaining part of the Stadium Facility as nearly as possible to its former condition and shall have a right to any insurance proceeds as may be available pursuant to the Definitive Documentation. Upon any such Taking, all amounts or awards received by the Owner on account of such Taking including all compensation for the Stadium Facility or portions thereof taken, and damages, if any, to the parts of the Stadium Facility not taken shall be used to pay for the cost of such repair, restoration and replacement to the extent needed therefor.

(b) Manager shall have the right to assert a separate claim against the condemning authority for just compensation and business damages arising from such Taking including any loss or damage with respect to the Chiefs' personal property; (ii) the unrealized net profit of the Team for the balance of the Term resulting from such partial Taking; and (iii) the value of the unexpired Term with respect to the portion of the Stadium Facility so taken. Manager shall commence and thereafter proceed as promptly as possible (subject to Section 23.15) to repair, restore and replace the remaining portion of the Improvements as nearly as possible to their former condition. All amounts or awards received by Manager on account of the loss of or damage to Manager's personal property that are attributable to such Taking shall be used to pay for the costs of such repair, restoration and replacement to the extent needed therefor.

(c) Notwithstanding the foregoing, no Party shall have any obligation to restore the Stadium Facility if this Stadium Management Agreement is terminated pursuant to Section 9.1.

9.3 Condemnation Proceedings. The Owner and the Manager shall each have the right, at their own expense, to appear in any condemnation Proceeding and to participate in any and all hearings, trials and appeals therein.

9.4 Notice of Condemnation. The Owner and Manager hereby agree that in the event the Owner or the Manager shall receive notice of any proposed or pending Taking, the Party receiving such notice shall promptly notify the other Parties.

9.5 Taking of a Limited Duration. If, at any time during the Term, a Taking occurs that results in the temporary appropriation of the whole or substantially all of the Stadium Facility, whether for a fixed or indeterminate period, the covenants of the Parties to perform their respective obligations under the Stadium Agreements (including, but not limited to, the payment of Payments) shall abate and suspend during such period of time and any award pursuant to such Taking or any price paid pursuant to a purchase and sale under threat of Taking shall be paid to each Party in accordance with such Party's showing of damages arising from such Taking; provided, however, that if the State (or any Affiliate thereof) is the condemning authority, Owner shall not be excused from the performance of its obligations hereunder or entitled to share any of the award or other consideration paid on account of such temporary Taking. If any such temporary Taking lasts for more than one (1) year, Manager shall have the right to terminate this Stadium Management Agreement upon not less than sixty (60) days' notice to Owner.

ARTICLE 10
ALTERATIONS; MECHANICS' LIENS

10.1 General. Manager shall have the right, at its own expense without Owner's consent, to make such non-structural alterations, changes and improvements to the Stadium Facility and install such trade fixtures as Manager may deem necessary; provided, however, that any such alterations, changes, improvements and fixtures (a) do not materially change the overall function or design of the Stadium Facility nor shorten the useful life thereof nor materially change the aesthetics, sightlines, structure or systems thereof, and (b) do not violate Applicable Law or the Project Program Statement (except as consented to by Owner, which consent shall not be unreasonably withheld, conditioned, or delayed). Manager shall not make any structural alterations, changes or improvements to the Stadium Facility without Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations, changes, improvements, and fixtures installed by Manager at the Stadium Facility at its own expense shall remain the property of Manager throughout the Term and Manager shall have the right to the depreciation on such alterations, changes, improvements, and fixtures. All tangible property incorporated or installed in the Stadium Facility will be permanently affixed to the real property component of the Stadium Facility, and such tangible property, once affixed, will be deemed an integral component of the Stadium Facility and title thereto shall vest in Owner in accordance with the terms hereof. Owner shall use diligent efforts to review and approve (or respond with comments) any submittals with respect to alterations, changes and improvements within fifteen (15) days after receipt.

10.2 Mechanics' Liens. Manager shall not permit any mechanics' liens to exist or be filed as an encumbrance against the Stadium Facility and, if any such lien shall be filed, Manager

shall cause such lien to be discharged, released, bonded or otherwise removed as an encumbrance against the Stadium Facility within thirty (30) days of the filing thereof.

ARTICLE 11
ASSIGNMENT AND SUBLICENSING

11.1 Assignment and Sublicensing. Without the prior written consent of Owner, Manager will not assign or otherwise convey this Stadium Management Agreement nor, except as hereinafter provided in Section 11.3, grant any license, sublicense, use right or other right of occupancy with respect to the whole or any portion of the Stadium Facility to any Person other than a Permitted Assignee. Owner agrees that upon any permitted assignment or conveyance of this Stadium Management Agreement, Manager shall be released from all obligations arising under this Stadium Management Agreement from and after the date of the assignment or conveyance, provided that (a) the assignee or transferee, or an Affiliate thereof, assumes in writing, pursuant to an assignment and assumption agreement substantially in the form attached hereto as Exhibit E-1 or such other agreement in the form and substance reasonably satisfactory to Owner, all of the obligations of Manager under the Stadium Agreements, from and after the date of the assignment or conveyance, and (b) assignee or transferee is approved by the NFL in accordance with the NFL Rules and Regulations. The consent by Owner to an assignment or grant of any license or use right will not be construed to relieve Manager from obtaining Owner's prior written consent to any further assignment or grant of any license or use right. No permitted user or licensee may assign or encumber its rights or grant any further sublicense or use right with respect to all or any portion of the Stadium Facility, or otherwise permit such space or any part thereof to be used or occupied by others, without Owner's prior written consent in each instance. For the avoidance of doubt, any rights granted by Manager pursuant to this ARTICLE 11 shall constitute contractual license or use rights only and shall not create any leasehold, tenancy or other real property interest in the Stadium Facility. Any assignment or conveyance of this Stadium Management Agreement shall be subject to delivery to Owner of a replacement guaranty, in form and substance materially consistent with the form of the Guaranty, from guarantor(s) satisfactory to Owner in its reasonable discretion; provided, however, that any replacement guarantor who directly owns one hundred percent (100%) of the Franchise is hereby approved by Owner.

11.2 Submission of Information. If Manager requests Owner to consent to a specific assignment or grant of any license or use right (to the extent Owner's consent is required), Manager will submit in writing to Owner: (a) the name and address of the proposed assignee or user; (b) the business terms of the proposed assignment or grant of any license or use right; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or user, and as to the nature of its proposed use of the Stadium Facility or applicable portion thereof; (d) banking, financial or other credit information reasonably sufficient to enable Owner to determine the financial responsibility and character of the proposed assignee or user, excluding any information or the operating results of the NFL or any member clubs or any Affiliates thereof; and (e) the proposed form of assignment or license, sublicense or use agreement.

11.3 Permitted Use Rights. Manager shall have the right, without the consent of Owner, to enter into licenses, sublicenses, use agreements or other similar arrangements for all or any portion of the Stadium Facility with: (a) the Chiefs (the "**Use Agreement**"), provided that any Use Agreement is subject and subordinate to this Stadium Management Agreement and the other

Definitive Documentation, (b) any other Affiliate of Manager for any purpose permitted by Section 5.1, (c) any other Person for the purpose of staging Manager's Events; or (d) any third party in connection with the installation of telecommunications towers or antennas, windmills, or solar energy panels or other utility and electrical components servicing the Stadium; provided that (i) the term of any such arrangement does not extend beyond the Term of this Stadium Management Agreement and (ii) no such arrangement shall create or be deemed to create any leasehold, tenancy or other real property interest in the Stadium Facility. Manager shall ensure that each Use Agreement or other right of occupancy entered into pursuant to this Section 11.3 contains terms reasonably sufficient to either require the applicable licensee, sublicensee, or user, or otherwise enable Manager, to comply with the obligations of Manager under this Stadium Management Agreement, as applicable, including customary provisions regarding insurance, indemnification, responsibility for damage to the Stadium Facility, and compliance with Applicable Law.

11.4 Use Agreement. Manager shall enter into the Use Agreement, which Use Agreement shall (a) obligate the Chiefs to comply with the Non-Relocation Agreement, (b) be compliant with and not conflict with the terms of this Stadium Management Agreement or any other Definitive Documentation and (c) expressly provide that it constitutes a contractual use right only and does not create any leasehold or other real property interest in the Stadium Facility. Manager shall provide Owner with the Use Agreement proposed to be used between Manager and the Chiefs pursuant to Section 11.3 and this Section 11.4 prior to its initial use. Owner shall approve or disapprove such Use Agreement within fifteen (15) days following receipt, provided that (i) Owner may withhold approval only on the basis that such form fails to comply with, or conflicts with, the requirements of this Section 11.4 or any other provision of this Stadium Management Agreement or the other Definitive Documentation and (ii) if Owner fails to respond within such fifteen (15) day period, Owner's approval shall be deemed given.

ARTICLE 12
INDEMNIFICATION

12.1 Manager Indemnification Obligations. Manager shall indemnify and hold harmless the State Indemnified Persons and Owner Indemnified Persons against and from any and all Losses that may be imposed upon, incurred by or asserted against the State Indemnified Persons or any Owner Indemnified Persons by reason of any of the following occurring during the Term:

(a) Any negligence, willful misconduct, tortious act or criminal act of Manager, including, without limitation any agent, sub- or independent contractor of Manager, or employee of Manager in, on, or about the Stadium Facility or any part thereof;

(b) Any use, possession, occupation, condition, operation, maintenance, or management of the Stadium Facility or any part thereof by Manager, other than Civic Events (except to the extent any Loss is caused solely from Manager's failure to maintain or operate the Stadium Facility as provided for in this Stadium Management Agreement or Manager's negligence or willful misconduct), including without limitation pursuant to the Use Agreement; or

(c) Any failure to Manager to perform its obligations under this Stadium Management Agreement not approved or waived in writing in advance by Owner.

12.2 Additional Manager Indemnification and Defense Obligations.

(a) If any Proceeding is brought against any State Indemnified Person or Owner Indemnified Person for which Manager has an indemnification obligation, that Proceeding shall be defended by such counsel as selected by Manager and reasonably acceptable to State or Owner, as applicable. Manager shall not be liable for any settlement of any Proceedings made without its consent.

(b) Manager shall indemnify State and Owner against all Losses incurred by State and/or Owner in obtaining possession of the Stadium Facility after any Manager Default, or after Manager's default in surrendering possession upon the expiration or earlier termination of the Term or enforcing any obligation of Manager under this Stadium Management Agreement.

(c) Manager agrees to indemnify and hold harmless the State Indemnified Persons and Owner Indemnified Persons against all Environmental Claims concerning or relating to the Stadium Facility under any Environmental Law, solely with respect to matters caused or first introduced by Manager on or after the Effective Date as well as any costs, claims, cleanup and/or remediation concerning or relating to exacerbation of known contamination caused by Manager.

(d) Manager agrees to indemnify and hold harmless the State Indemnified Persons and Owner Indemnified Persons for any Losses arising from any failure of Manager, its officers, employees, and/or agents, including its sub- or independent contractors, to observe any Applicable Law related to Manager's use of the Stadium Facility, including, but not limited to, workers' compensation, labor laws and minimum wage laws.

12.3 Owner Indemnification Obligations.

(a) Owner shall indemnify and hold harmless the Manager Indemnified Persons against and from any Losses that may be imposed upon, incurred by or asserted against any Manager Indemnified Person by reason of any of the following occurring during the Term: (i) any negligence, willful misconduct, tortious act or criminal act of Owner, including, without limitation any agent, sub- or independent contractor of Owner, or employee of the Owner in, on, or about the Stadium Facility or any part thereof; (ii) any use, possession, occupation, condition, operation, maintenance or management of the Stadium Facility or any part thereof by Owner (except to the extent any Loss is caused solely from Manager's negligence or willful misconduct), and any failure by Owner to perform its obligations under this Stadium Management Agreement not approved or waived in writing in advance by Manager. It is expressly understood and agreed, by the Parties, that Owner's indemnity shall be governed by the provisions of and shall not exceed the specific monetary limitations in K.S.A. 75-6101 et. seq., as that statute exists on the Effective Date. This indemnity shall survive the Term or assignment of this Stadium

Management Agreement. It is expressly understood and agreed, by and between the parties that Owner's indemnity for its negligence, expressed herein, is not and shall not be construed as any alteration or waiver of sovereign immunity, in tort, beyond that which has been provided by the Kansas Legislature in K.S.A. 75-6101 et. seq.

(b) In the event of joint negligence on the part of Owner and Manager, any loss shall be apportioned in accordance with the provisions of K.S.A. § 60-258a(d), as that statute exists on the Effective Date.

12.4 Additional Owner Indemnification and Defense Obligations.

(a) If any Proceeding is brought against any Manager Indemnified Person for which Owner has an indemnification obligation, that Proceeding shall be defended by such counsel as selected by Owner and reasonably acceptable to Manager. Owner shall not be liable for any settlement of any Proceedings made without its consent.

(b) To the extent permitted by Applicable Law, Owner shall indemnify and hold harmless the Manager Indemnified Persons for any Losses to the extent such Losses are arising from any failure of Owner, its officers, employees, and/or agents, including its sub- or independent contractors, to observe any Applicable Law related to Owner's use of the Stadium Facility, including, but not limited to, workers' compensation, labor laws and minimum wage laws; provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of Owner and the Owner's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to K.S.A. 75-6101 et seq., as that statute existed at the Effective Date.

12.5 Limitation of Liability. Notwithstanding anything to the contrary in this ARTICLE 12, except to the extent such damages are covered and actually paid for by any insurance policies bought in response to the requirements of ARTICLE 13 herein, (i) there shall be no duplicative recovery of the same Loss by more than one indemnified party; provided that each indemnified party may recover any separate Loss actually incurred by it; and (ii) no Party shall be liable to any other Party for consequential, special, punitive, incidental, and/or indirect damages arising out of or relating to this Stadium Management Agreement.

12.6 Survival. The provisions of this ARTICLE 12 will survive the expiration, termination or cancellation of this Stadium Management Agreement.

ARTICLE 13
INSURANCE

13.1 Insurance Requirements. Manager shall, at its sole cost and expense, procure, maintain and keep in full force and effect throughout the Term insurance coverages with types, limits, deductibles, insurers and other terms consistent with those set forth in Exhibit C attached hereto (the "**Insurance Requirements**"). All insurance policies required hereunder shall (i) name Owner, the State and their respective Affiliates as additional insureds (and, where applicable, loss

payees), (ii) provide that such insurance is primary and non-contributory with respect to any insurance maintained by Owner, (iii) include waivers of subrogation in favor of Owner, the State and their respective Affiliates, and (iv) not be cancelled, materially modified or allowed to lapse without at least thirty (30) days' prior written notice to Owner (or ten (10) days in the case of non-payment of premiums).

13.2 Compliance; Modifications.

(a) Manager shall comply in all respects with the Insurance Requirements.

(b) The Parties shall cooperate in good faith to determine the most cost-effective manner to procure and maintain the insurance coverages required under this ARTICLE 13, consistent with applicable market standards and the requirements of the NFL.

(c) Any such amendment to the Insurance Requirements shall not require a formal amendment to this Stadium Management Agreement if set forth in a written modification to Exhibit C executed by the Parties.

13.3 Failure to Maintain Insurance. If Manager fails to procure or maintain any insurance required under this ARTICLE 13, Owner shall have the right (but not the obligation), upon written notice to Manager, to procure such insurance on Manager's behalf, and Manager shall promptly pay Owner for all reasonable costs and expenses incurred in connection therewith, and any overdue amounts shall accrue interest at the Default Interest Rate.

13.4 No Limitation. The insurance requirements set forth herein and in the Insurance Requirements shall not be construed to limit Manager's liability under this Stadium Management Agreement.

ARTICLE 14
END OF TERM

14.1 End of Term. Upon the expiration or earlier termination of the Term, Manager shall peaceably deliver up and surrender the Stadium Facility to Owner free and clear of all Liens created by, through or under Manager (other than easements and other non-monetary encumbrances approved by Owner during the Term that, by their terms, survive the Term and any Liens approved by Owner to survive the Term), and in good condition, order and repair, normal wear and tear excepted. The terms and conditions applicable to any decommissioning, demolition, removal, repurposing or other end-of-term disposition of the Stadium shall be as set forth in this Stadium Management Agreement and the other Definitive Documentation. To the extent such Definitive Documentation requires Manager to undertake any decommissioning, demolition or removal of the Stadium upon the expiration or termination of the Term, Manager shall perform the same in accordance therewith. At the end of the Term, at the request of Owner, Manager shall deliver to Owner any plans, drawings, specifications, computer programs, manuals, written materials, maintenance logs and other items of equipment and personal property used by Manager in conjunction with the operation, repair, maintenance, management and control of the Stadium Facility that are not reasonably capable of being used or adopted for another purpose (e.g.,

specialized tools for the Video Replay System). Manager's obligations under this ARTICLE 14 shall survive the expiration or earlier termination of the Term.

14.2 Alterations and Improvements. Upon the expiration or termination of the Term, all alterations, installations, changes, replacements, additions or improvements that (a) have been made by Manager to the Stadium Facility and (b) cannot be removed without material damage (other than damage to be repaired by Manager as contemplated by Section 14.3) to the remainder of the Stadium Facility, shall be deemed a part of the Stadium Facility and the same shall not be removed.

14.3 Personal Property and Trade Fixtures. Upon the expiration or termination of the Term, Manager shall remove all personal property and trade fixtures installed by Manager at the Stadium Facility and shall repair any damage caused to the Stadium Facility due to the removal of such property. If Manager fails to remove such property within ten (10) days of the expiration or termination of the Term, such property shall be deemed abandoned. In such event, Owner may, at its option, (a) cause any such abandoned property to be removed at the expense of Manager, (b) sell all or any part of such property at public or private sale, without notice to Manager, and/or (c) declare that title to such property shall be deemed to have passed to Owner.

14.4 Termination Documentation. Upon the expiration or earlier termination of the Term, Manager shall, upon reasonable request of Owner, execute and deliver such customary certificates and other documentation reasonably requested by Owner to evidence such expiration or termination of this Stadium Management Agreement and the cessation of Manager's rights hereunder.

14.5 Extension Options.

(a) Provided this Stadium Management Agreement is in full force and effect and no Manager Default or default by Manager, the Chiefs or Guarantor under this Stadium Management Agreement or the Guaranty then exists which remains uncured by the time the Extension Term would commence, Manager shall have the option to extend the Term for up to six (6) additional periods of five (5) years each (each, an "**Extension Term**"), upon written notice to Owner delivered not less than twelve (12) months prior to the then-current Expiration Date.

(b) Each Extension Term shall be on the same terms and conditions set forth in this Stadium Management Agreement, except as otherwise expressly provided herein.

(c) Upon the valid exercise of any Extension Term, the "Term" and "Expiration Date" shall be deemed automatically extended for the applicable Extension Term without the need for further action by the Parties, except for documentation reasonably requested by Owner.

ARTICLE 15
TAXES AND ASSESSMENTS

15.1 General Levy Taxes. Under Applicable Law as of the Effective Date, the Stadium Facility, by virtue of Owner's ownership thereof, is exempt from all general levy ad valorem real

estate taxes and assessments. For the avoidance of doubt, the Owner's sole obligation with respect to the Chiefs' desired tax outcomes related to the ownership of the Stadium Facility shall be limited to cooperating with the Chiefs (and as necessary, the Counties), in achieving such outcome.

15.2 Manager's Obligation to Pay Assessments. Manager covenants and agrees to pay all Assessments on or before the date on which such Assessments would be deemed delinquent.

15.3 Contest by Manager. Manager shall have the right to contest any Assessment in good faith, at its own cost and expense, provided, however, that notwithstanding such contest, Manager shall not take any action that would adversely affect, threaten or jeopardize the interest of the Owner in the Stadium Facility or any part thereof. In the event of any such contest by Manager, Owner agrees to reasonably cooperate with Manager at Manager's sole cost and expense.

15.4 Adjustments for Partial Term Years. For the first and last Term Years of the Term, the portion of all Assessments to be paid by Manager shall be prorated, depending on the proportion that each such Term Year shall bear to the tax year in which it falls.

ARTICLE 16
INTENTIONALLY OMITTED

ARTICLE 17
ESTOPPEL CERTIFICATES

17.1 Manager's Certificate. Manager shall at any time and from time to time, within ten (10) Business Days of the receipt of a written request from the Owner, execute, acknowledge, and deliver to Owner a statement in writing certifying: (a) that this Stadium Management Agreement has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Stadium Management Agreement, as so amended, is in full force and effect); (b) the dates to which any Payments due hereunder has been paid; (c) that there are not, to Manager's knowledge, any uncured defaults on the part of Manager hereunder, and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of the Owner hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (d) such other information as may be reasonably required by Owner.

17.2 Owner's Certificate. Owner shall at any time and from time to time, within ten (10) Business Days of the receipt of a written request from Manager, execute, acknowledge, and deliver to Manager a statement in writing certifying: (a) that this Stadium Management Agreement has not been amended and is in full force and effect (or, if amended, stating the nature of such amendment and certifying that this Stadium Management Agreement, as so amended, is in full force and effect); (b) that there are not, to Owner's knowledge, any uncured defaults on the part of Owner hereunder, and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of the Manager hereunder, or specifying such defaults, events, or conditions, if any are claimed; and (c) such other information as may be reasonably required by Manager.

ARTICLE 18
DISPUTE RESOLUTION

18.1 Arbitration. The Parties acknowledge that arbitration is a matter of contract and intend that only those disputes expressly identified in this ARTICLE 18 are subject to arbitration. Except for any Excluded Dispute (as defined in Section 18.2), it is the intent of the parties that all disputes arising out of, under, or relating to the Stadium Agreements (except for the Non-Relocation Agreement), or the breach or threatened breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, as follows:

(a) Arbitration shall be conducted in Johnson County, Kansas.

(b) The arbitration shall be conducted before a panel of three (3) arbitrators selected by the Parties from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, including, if applicable, its Large, Complex Case Panel. The arbitrators shall have substantial experience in complex commercial transactions and, to the extent practicable, public-private partnership or sports facility matters. If the Parties are unable to agree upon such arbitrators within forty-five (45) days following the filing of the demand for arbitration, the arbitrators shall be appointed by the American Arbitration Association in accordance with its rules.

(c) The arbitrators shall have no authority to add to, modify, detract from or otherwise alter the provisions of the Stadium Agreements. The arbitrators shall not award punitive or exemplary damages.

(d) Each Party shall bear its own attorneys' fees and costs, and the Parties shall share equally the fees and expenses of the arbitrators and the arbitration Proceeding, except as otherwise determined by the arbitrators in accordance with Applicable Law.

(e) Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof, and such award shall be enforced in accordance with Applicable Law.

18.2 Excluded Disputes; Non-Relocation Agreement. Notwithstanding anything to the contrary in this ARTICLE 18 or elsewhere in this Stadium Management Agreement, the term "**Excluded Dispute**" means any dispute arising under or relating to the Non-Relocation Agreement or the Team Facilities Non-Relocation Agreement, or the breach or threatened breach thereof, including any claim for specific performance, injunctive or other equitable relief or liquidated damages thereunder. Excluded Disputes shall not be subject to arbitration under Section 18.1 and shall be resolved exclusively in the courts identified in, and in accordance with, Section [9(g)] of the Non-Relocation Agreement or Section [9(g)] of the Team Facilities Non-Relocation Agreement, as applicable. For the avoidance of doubt, (a) the arbitration provisions of Section 18.1 apply solely to dispute arising under or relating to this Stadium Management Agreement and shall not apply to, limit, or otherwise affect the rights and remedies of any Party under the Non-Relocation Agreement, and (b) nothing in this ARTICLE 18 shall be deemed to require, permit or authorize the arbitration of any Excluded Dispute, notwithstanding that a breach

or default under the Non-Relocation Agreement may also constitute a Manager Default under Section 20.1(a).

ARTICLE 19
REPRESENTATIONS AND WARRANTIES

19.1 Representations and Warranties of Owner. Owner represents and warrants to the Manager, as of the Effective Date, that:

19.1.1 Owner is a [_] duly organized, validly existing and in good standing under the laws of the State of Kansas and has all requisite power and authority to execute, deliver and perform its obligations under this Stadium Management Agreement;

19.1.2 The execution, delivery and performance of this Stadium Management Agreement by Owner have been duly authorized by all necessary action on the part of Owner;

19.1.3 This Stadium Management Agreement has been duly executed and delivered by Owner and constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and to general principles of equity;

19.1.4 To Owner's knowledge, the execution, delivery and performance of this Stadium Management Agreement by Owner do not (i) violate any Applicable Law or (ii) conflict with or result in a material breach of any material agreement binding on Owner; and

19.1.5 There are no Proceedings pending or, to Owner's knowledge, threatened against Owner that would reasonably be expected to materially impair Owner's ability to perform its obligations under this Stadium Management Agreement.

19.2 Representations and Warranties of Manager. Manager represents and warrants to the Owner, as of the Effective Date, that:

19.2.1 Manager is a [_] duly organized, validly existing and in good standing under the laws of [] and is qualified to do business in the State of Kansas, and has all requisite power and authority to execute, deliver and perform its obligations under this Stadium Management Agreement;

19.2.2 The execution, delivery and performance of this Stadium Management Agreement by Manager have been duly authorized by all necessary action on the part of Manager;

19.2.3 This Stadium Management Agreement has been duly executed and delivered by Manager and constitutes the legal, valid and binding obligation

of Manager, enforceable against Manager in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and to general principles of equity;

19.2.4 The execution, delivery and performance of this Stadium Management Agreement by Manager do not (i) violate any Applicable Law or (ii) conflict with or result in a material breach of any material agreement binding on Manager;

19.2.5 Manager has obtained, or will obtain when required, all material consents, approvals and authorizations necessary for the execution, delivery and performance of this Stadium Management Agreement, including all required approvals from the NFL;

19.2.6 Manager may, in compliance with Applicable Law and with all contractual obligations of Manager, manage the Stadium Facility pursuant to the terms of this Stadium Management Agreement;

19.2.7 The Chiefs are the valid holder of the Franchise, which is in full force and effect under NFL Rules and Regulations; and

19.2.8 There are no Proceedings pending or, to Manager's knowledge, threatened against Manager that would reasonably be expected to materially impair Manager's ability to perform its obligations under this Stadium Management Agreement.

ARTICLE 20
MANAGER DEFAULT

20.1 Events of Manager Default. Any of the following events shall constitute a "**Manager Default**":

(a) The Chiefs breach, or default under, the Non-Relocation Agreement and such breach continues beyond any applicable notice and cure period provided in the Non-Relocation Agreement; provided, however, that any determination regarding a breach of the Non-Relocation Agreement, and all remedies arising under the Non-Relocation Agreement, shall be governed exclusively by the Non-Relocation Agreement and shall not be subject to arbitration under ARTICLE 18;

(b) Manager defaults in the due and punctual payment of Payments, and such default continues for ten (10) Business Days after written notice from Owner;

(c) Manager breaches any of the other material terms, covenants or conditions set forth in this Stadium Management Agreement that Manager is required to perform or observe, and (A) such breach continues for a period of ninety (90) days after written notice from Owner to Manager, or (B) in the case of any such default that cannot with due diligence and good faith be cured within ninety (90) days, Manager fails to commence to cure such default within ninety (90) days after written notice from Owner of such default

or Manager fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default, in each case, with due diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within ninety (90) days, the time within which Manager is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith;

(d) Except for any breach, default or failure described in clauses (a) through (c), Manager breaches any of the material terms, covenants or conditions set forth in any of the Stadium Agreements that Manager is required to perform or observe pursuant to the terms thereof, and said breach continues beyond any applicable notice and cure period provided therein, or if no notice and cure period is provided therein, for thirty (30) days after written notice thereof to Manager.

(e) This Stadium Management Agreement or the Stadium Facility or any part of the Stadium Facility is taken upon execution or by other process of law directed against Manager, or are taken upon or subject to any attachment by any creditor of Manager or claimant against Manager, and said attachment is not discharged or disposed of within ninety (90) days after its levy;

(f) Manager or Guarantor files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admit the material allegations of any such petition by answer or otherwise, or are dissolved or make an assignment for the benefit of creditors;

(g) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Manager or Guarantor are instituted against Manager or Guarantor, as applicable, or a receiver or trustee is appointed for any material portion of the property of Manager or Guarantor, and such Proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment; or

(h) Manager defaults under or otherwise fails to comply with the terms of a decision rendered pursuant to the arbitration process set forth in Section 18.1 and the same remains uncured for more than thirty (30) days after written notice from Owner to Manager of such default or failure to comply.

20.2 Owner's Remedies.

(a) If any one or more Manager Defaults occur, Owner has the right, at its election:

(i) Subject to arbitration in accordance with ARTICLE 18, to give Manager ninety (90) days' written notice of the expiration of the Term and upon the giving of such notice and the expiration of such ninety (90)-day period, Manager's rights to access and use the Stadium Facility under this Stadium Management Agreement will terminate and this Stadium Management Agreement will be terminated, except as to Manager's liability for the payment of any financial

obligations accruing hereunder prior to the date of such termination, as if the expiration of the term fixed in such notice were the end of the Term, provided, however, that to the extent that the Manager Default giving rise to such notice occurs during an NFL Season, such ninety (90)-day period shall not begin to run until the last Home Game of such NFL Season has been played;

(ii) To commence arbitration solely with respect to disputes subject to ARTICLE 18 seeking a declaration that Owner is entitled to a summary eviction under Applicable Law; provided, however, that to the extent such arbitration is commenced during an NFL Season, any warrant of eviction obtained thereby shall not be effective until the last Home Game of such NFL Season has been played;

(iii) Subject to Section 20.4 below, to discharge, pay, or otherwise perform the obligations of Manager under the terms of this Stadium Management Agreement giving rise to such Manager Default, including by entering and/or taking all reasonable steps necessary to maintain and preserve the Stadium Facility (such right of Owner, the "**Temporary Owner Self Help Right**"), and Manager agrees that Manager will either, at the option of Owner, (A) reimburse and pay Owner on demand for or (B) offset against the next payment or payments to be made by Owner pursuant to this Stadium Management Agreement, any reasonable costs and expenses that Owner may incur in effecting compliance with or otherwise discharging, paying or performing Manager's obligations under this Stadium Management Agreement (other than expenses of actually operating a business as opposed to Maintenance and Repair Work and restoration) *plus* interest at the Default Interest Rate from the date of payment by Owner of such expense; provided, however, that Owner may purchase any insurance that Manager is required to carry without notice or delay if such policy terminates, lapses or is cancelled; provided, further, that no action taken by Owner under this Section 20.2(a)(iii) shall relieve Manager from any of its obligations under this Stadium Management Agreement or from any consequences or liabilities arising from the failure to perform such obligations. The Temporary Owner Self Help Right shall terminate with respect to a Manager Default upon the cure of such Manager Default by Manager in accordance with the terms of this Stadium Management Agreement; provided that (1) no performance by Owner pursuant to the Temporary Owner Self Help Right shall constitute or effect a cure by Manager for purposes of the foregoing, (2) Owner may complete any work commenced prior to such cure, and Manager's reimbursement and offset obligations under this Section 20.2(a)(iii) shall continue with respect to all costs and expenses incurred in connection with such work, and (3) such termination shall not limit the Temporary Owner Self Help Right with respect to any other Manager Default that has occurred and remains uncured;

(iv) Without duplication of any amounts recoverable pursuant to clause (iii) above, to recover from Manager all amounts due and payable as of the date of the Manager Default to Owner under this Stadium Management Agreement, as well as all damages, costs and expenses, including reasonable attorneys' fees and

expenses, arising from or relating to such Manager Default, in each case, *plus* interest at the Default Interest Rate; or

(v) To exercise any other right or remedy available to it at law, in equity or otherwise, but subject to any limitations thereon set forth in this Stadium Management Agreement.

(b) Upon any termination of this Stadium Management Agreement due to a Manager Default, all unpaid Annual Payments and other amounts that would have become due during the remainder of the then current Term, discounted to present value as of the date of such termination using a commercially reasonable discount rate, shall, to the extent permitted by Applicable Law, become immediately due and payable.

20.3 Cumulative Remedies. Subject to the terms and conditions of the Non-Relocation Agreement, each right and remedy afforded to the Owner pursuant to this ARTICLE 20 is cumulative and is in addition to every other right or remedy provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise, and the exercise by Owner of any one or more of the rights or remedies provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by Owner of any or all other rights or remedies provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise.

20.4 NFL Remedies. Upon the occurrence of any Manager Default, the NFL may, in its sole discretion, enter upon the Stadium Facility and perform the obligations of the Manager under the terms of this Stadium Management Agreement, and the Parties agree to accept such performance by the NFL on behalf and in the stead of Manager, and the Parties agree that the NFL shall not be liable for any damages resulting to the Parties from such action. Prior to exercising the Temporary Owner Self Help Right as a result of a Manager Default, Owner shall provide written notice to the NFL and afford the NFL a period of forty-five (45) days to elect to perform Manager's applicable obligations under this Section 20.4; provided, however, that the foregoing shall not require Owner to delay its Temporary Owner Self Help Right to the extent Owner reasonably determines that action before the expiration of such period is necessary to address an Emergency, any lapse, termination or cancellation of required insurance, or to prevent imminent material harm to the Stadium Facility, public health or safety. If the NFL elects to perform, Owner shall accept such performance so long as the NFL commences such performance within such period, or such shorter period as the circumstances reasonably require, and thereafter diligently prosecutes such performance. No action taken by the NFL under this Section 20.4 shall relieve Manager from any of its other obligations under this Stadium Management Agreement or from any consequences or liabilities arising from the failure to perform such obligations.

20.5 Limitations with Respect to Non-Relocation Agreement. Nothing contained in this Stadium Management Agreement shall be construed to amend, limit, waive, impair, or supersede any rights, remedies, or procedures available under the Non-Relocation Agreement. Any determination regarding a breach of the Non-Relocation Agreement, and all remedies arising under the Non-Relocation Agreement, shall be governed exclusively by the Non-Relocation Agreement and shall not be subject to arbitration under ARTICLE 18 hereof. Notwithstanding anything

contained in this Stadium Management Agreement or the Non-Relocation Agreement to the contrary, (a) if Owner elects to terminate this Stadium Management Agreement or Manager's right to occupancy of the Stadium Facility, Owner shall not be entitled to seek or obtain injunctive relief or any other relief against the Team (in the form of damages or otherwise) under the Non-Relocation Agreement, and (b) if Owner obtains injunctive relief under the Non-Relocation Agreement, the Owner shall not be entitled to terminate this Stadium Management Agreement or Manager's right to occupancy of the Stadium Facility.

ARTICLE 21
OWNER DEFAULT

21.1 Events of Owner Default. Any of the following events shall constitute an "**Owner Default**":

(a) Owner breaches any of the material terms, covenants or conditions set forth in this Stadium Management Agreement that Owner is required to perform or observe, and (A) such breach continues for a period of ninety (90) days after written notice from Manager to Owner, or (B) in the case of any such default that cannot with due diligence and good faith be cured within ninety (90) days, Owner fails to commence to cure such default within ninety (90) days after written notice from Manager of such default or Owner fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default, in each case, with due diligence and in good faith; it being intended that, in connection with any such default that is not susceptible of being cured with due diligence and in good faith within ninety (90) days, the time within which Owner is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith.

(b) Owner defaults under or otherwise fails to comply with the terms of a decision rendered pursuant to the arbitration process set forth in Section 18.1 and the same remains uncured for more than thirty (30) days after written notice from Manager to Owner of such default or failure to comply.

21.2 Manager's Remedies.

(a) If any one or more Owner Defaults occur, Manager has the right, at its election, to discharge, pay or otherwise perform the obligation of Owner giving rise to such Owner Default, and all amounts paid by Manager and all costs and expenses incurred by Manager in connection with the discharge, payment or performance of any such obligations (together with interest at the Default Interest Rate from the date of payment by Manager) will be payable by the Owner on demand; or

(b) If any one or more Owner Defaults occur, Manager has the right, at its election, to exercise any other right or remedy available to it at law, in equity or otherwise.

21.3 Cumulative Remedies. Each right and remedy afforded to Manager pursuant to this ARTICLE 21 is cumulative and in addition to every other right or remedy provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise, and

the exercise by Manager of any one or more of the rights or remedies provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise will not preclude the simultaneous or later exercise by Manager of any or all other rights or remedies provided for in this Stadium Management Agreement or now or hereafter existing at law, in equity or otherwise.

ARTICLE 22
ENTRY BY OWNER

22.1 Owner's Right of Entry.

(a) Owner, its agents, employees, and contractors may enter the Stadium Facility during normal business hours upon not less than twenty-four (24) hours' prior written notice to:

(i) Inspect the Stadium Facility;

(ii) Determine whether Manager is complying with all of its obligations in this Stadium Management Agreement;

(iii) Supply services to be provided by Owner to Manager according to this Stadium Management Agreement; and

(iv) Undertake obligations of Owner under the terms of this Stadium Management Agreement, provided that in exercising such right of access, Owner shall use commercially reasonable efforts to avoid any unnecessary interference with Stadium Events, subject in all cases to Owner's rights and obligations under Applicable Law.

(b) Notwithstanding the terms of Section 22.1(a), Owner shall have the Temporary Owner Self Help Right pursuant to the terms of Section 20.2(a)(iii), including the right of access, for itself, its agents, employees, and contractors, to the Stadium Facility in connection with an Emergency, so long as Owner uses reasonable efforts to (i) notify Manager by telephone of any such Emergency prior to entering the Stadium Facility or, if said prior notice is not reasonably practical, as soon as reasonably practical thereafter, but in no event later than one (1) day after Owner enters the Stadium Facility, (ii) minimize interference with Manager's use and operation of the Stadium Facility then being conducted in the Stadium Facility pursuant to the terms of this Stadium Management Agreement, and (iii) limits its activities to those reasonably necessary to safeguard lives, public health, safety, and the environment.

ARTICLE 23
MISCELLANEOUS

23.1 Small Business Support. The Chiefs support local entrepreneurs and desire to support a vibrant entrepreneurship culture in the State. To further that support, the Chiefs and/or Manager will use commercially reasonable efforts to implement initiatives to maximize participation by local small businesses. For purposes of this Section 23.1, the Chiefs and/or

Manager shall be deemed to have used commercially reasonable efforts if the Chiefs and/or Manager undertakes any one or more of the following actions with respect to applicable contracting and subcontracting opportunities: (a) posting such opportunities on databases or other platforms, including through the establishment and maintenance of an online portal to publicize opportunities and track and document outreach, participation, and related efforts; (b) conducting targeted and proactive outreach, including through local business organizations, chambers of commerce and other similar organizations; (c) providing local small businesses reasonable opportunities to submit bids or proposals, including reasonable advance notice of applicable opportunities and access to information reasonably necessary to prepare competitive submissions; and/or (d) giving good-faith and meaningful consideration to proposals submitted by local small businesses that are commercially competitive with respect to price, qualifications, experience, capacity, schedule and other relevant commercial terms, including by evaluating such proposals on a fair and consistent basis and providing a reasonable opportunity to compete for applicable contracts and subcontracts. Notwithstanding the foregoing, Manager shall have no obligation to undertake any such actions with respect to specialty trades or other scopes of work for which Manager reasonably determines that there are no qualified or commercially competitive local small businesses reasonably available. If Owner determines that the Chiefs and/or Manager have failed to use commercially reasonable efforts to implement such initiatives, Owner may provide notice thereof to the Chiefs and/or Manager outlining the basis for such determination and, within thirty (30) days following receipt of such notice, the Chiefs and/or Manager shall respond to Owner in writing outlining specific actions to be taken to implement such initiatives, and shall thereafter commence or resume using commercially reasonable efforts in accordance with the terms of this Section 23.1.

23.2 NFL Rules and Regulations. Manager and the Chiefs represent and warrant to the Owner that (a) the Stadium Agreements comply with the NFL Rules and Regulations as of the Effective Date, including those provisions relevant to franchise transfer/relocation, home territory, team ownership, team/owner debt limitations and scheduling of games, and (b) Manager and/or the Chiefs have obtained all necessary NFL approvals of the Stadium Agreements. Manager and the Chiefs agree that in the event any relevant provision of the NFL Rules and Regulations is hereafter amended or modified in such a manner as to materially and adversely impact the ability of Manager and/or the Chiefs to perform their material obligations hereunder, Manager and/or the Chiefs shall notify the Owner of such amendment or modification and Manager, the Chiefs, and the Owner shall use commercially reasonable efforts to discuss amendments to the Stadium Agreements as would put the Parties in substantially the same position under the Stadium Agreements as existed prior to such amendment or modification of the NFL Rules and Regulations. Manager shall be responsible for any and all reasonable out-of-pocket costs incurred by the Owner in connection with the negotiation and execution of such amendments to the Stadium Agreements.

23.3 Exculpatory Provisions. All covenants, stipulations, promises, agreements and obligations of the Parties contained herein shall be deemed to be covenants, stipulations, provisions, agreements and obligations of the Party making such covenant, stipulation, promise, agreement or obligation and not of any member, director, officer, employee or agent of such Party in his or her individual capacity, and no recourse shall be had for any claim hereunder against any such member, director, officer, employee or agent.

23.4 No Construction Against Drafting Party. The Owner and the Manager acknowledge that each of them and their counsel have had an opportunity to review this Stadium Management Agreement, have mutually contributed to the drafting of this Stadium Management Agreement, and that this Stadium Management Agreement will not be construed against any of the parties as the drafting party.

23.5 No Waiver. No failure of any Party to this Stadium Management Agreement to require, and no delay by any Party to this Stadium Management Agreement in requiring, any other Party to comply with any provision of this Stadium Management Agreement shall constitute a waiver of the right to require such compliance. No failure of any Party to this Stadium Management Agreement to exercise, and no delay by any Party to this Stadium Management Agreement in exercising, any right or remedy under this Stadium Management Agreement shall constitute a waiver of such right or remedy. No waiver by any Party to this Stadium Management Agreement of any right or remedy under this Stadium Management Agreement shall be effective unless made in writing. Any waiver by any Party to this Stadium Management Agreement of any right or remedy under this Stadium Management Agreement shall be limited to the specific instance and shall not constitute a waiver of such right or remedy in the future.

23.6 Notices. Unless otherwise provided in this Stadium Management Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the other shall be in writing, addressed to the Parties at their respective addresses set forth in ARTICLE 1 hereof and (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by email transmission with a confirmation sent by way of one of the above methods (such email notice to be effective on the date that confirmation of such transmission is received), addressed to the Party for whom it is intended at its address set forth below; provided that any Party may designate in a writing to any other Party any other address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

23.7 Severability. If any provision of this Stadium Management Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Stadium Management Agreement will not be affected by such finding, and in lieu of each provision of this Stadium Management Agreement that is illegal, invalid, or unenforceable, a provision will be added as a part of this Stadium Management Agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

23.8 Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party to this Stadium Management Agreement, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Stadium Management Agreement, impair or otherwise affect any obligation of any Party pursuant to this Stadium Management Agreement or otherwise operate as a waiver of any such right or remedy. No modification of this Stadium Management Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of

the Parties to this Stadium Management Agreement and the Parties have obtained the required approvals from the NFL.

23.9 Entire Agreement. The Stadium Agreements, including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement between the Parties concerning the Stadium Facility, and there are no promises, agreements, conditions, understandings, inducements, representations or warranties, oral or written, express or implied, between them other than as expressly set forth in the Stadium Agreements or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the Owner, Manager and/or the NFL. This Stadium Management Agreement and the other Stadium Agreements supersede and replace in its entirety the MOU.

23.10 Captions; Interpretation. The captions of the various articles and sections of this Stadium Management Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections. The definitions contained in this Stadium Management Agreement are applicable to the singular as well as the plural forms of such terms. Whenever required by the context, any pronoun used in this Stadium Management Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

23.11 Brokers. Owner and Manager respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Stadium Facility. Each of them will indemnify and defend the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Stadium Facility.

23.12 Governing Law; Venue. Subject to the terms and conditions of Article 18, in any action or proceeding arising under or relating to this Agreement, each Party hereby consents to the jurisdiction of the Kansas state courts sitting in Johnson County, Kansas. The parties further agree that this Stadium Management Agreement and all matters arising out of or relating hereto shall be governed by and construed in accordance with the internal laws of the State of Kansas, without giving effect to any conflict of laws principles that would result in the application of the laws of another jurisdiction. Each Party agrees that a true, correct and complete copy of this Stadium Management Agreement kept in a Party's course of business may be admitted into evidence as an original.

23.13 Binding Effect. The covenants, conditions, and agreements contained in this Stadium Management Agreement will bind and inure to the benefit of the Parties and their respective distributees, successors and permitted assigns.

23.14 Counterparts. This Stadium Management Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Stadium Management Agreement by pdf signature and the other Parties shall be entitled to rely on such pdf signature as evidence that this Stadium Management Agreement has been duly executed by such Party. Any Party executing this Stadium Management Agreement by pdf signature shall immediately forward to the other Parties an original signature page by overnight mail.

23.15 Force Majeure. If any Party is delayed, prevented or hindered from the performance of any covenant or condition of this Stadium Management Agreement because of Force Majeure, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay; provided, however, that Force Majeure shall not excuse Manager's obligations under Section 6.1 or ARTICLE 7 with respect to the repair, maintenance and physical preservation of the Stadium Facility, except to the extent performance is rendered physically impossible. If, on the date on which the Annual Payments for any Term Year become due under Section 3.1, a Force Majeure is continuing, then Manager, at its election, may (i) pay such Annual Payments, in which event the Term shall continue and expire as originally contemplated, or (ii) not pay such Annual Payments, in which event (A) the Annual Payments for such Term Year shall not be due and payable; (B) the Term shall be extended by one (1) Term Year and the Expiration Date shall be extended accordingly; and (C) Manager shall pay Annual Payments for such additional Term Year in accordance with Section 3.1, calculated as though such Term Year were a continuation of the Term. A Party claiming Force Majeure shall provide prompt written notice to the other Parties describing the Force Majeure event and its anticipated effect on performance, and shall use commercially reasonable efforts to mitigate such effect (including by taking commercially reasonable advance measures to avoid or minimize such effect to the extent the Force Majeure event is reasonably foreseeable); the excuse from performance shall end when the Force Majeure event ends.

23.16 No Merger. The terms and provisions of this Stadium Management Agreement (including, without limitation, the representations, warranties and covenants) shall not merge, be extinguished or otherwise affected by the delivery and execution of any document delivered pursuant to this Stadium Management Agreement unless such document shall specifically so state and shall be signed by the Owner and the Manager.

23.17 Relationship of the Parties. Nothing contained in this Stadium Management Agreement shall be deemed or construed by the Parties or by any third Person to create any partnership, joint venture or other association between Owner and Manager. Manager is engaged by Owner solely as an independent contractor to manage and operate the Stadium Facility in accordance with the terms hereof. Except as expressly set forth in this Stadium Management Agreement, Manager shall have no authority to act for or bind Owner, and nothing herein shall be deemed to create any agency relationship between Owner and Manager. Manager shall be solely responsible for the employment, direction and control of its employees, agents and contractors, and all Persons engaged by Manager in connection with the performance of its obligations hereunder shall be deemed employees or contractors of Manager only and not of Owner. Manager acknowledges that its employees, agents and contractors shall not, by reason of this Stadium Management Agreement or the performance of services hereunder, be considered employees or agents of Owner or entitled to any benefits from Owner. The Parties acknowledge and agree that this Stadium Management Agreement does not create any leasehold, tenancy or other real property interest in favor of Manager in the Stadium Facility.

23.18 Applicable Standard. Any approval, consent, decision or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly.

23.19 Additional Assurances. From time to time after the date of this Stadium Management Agreement, without further consideration and subject to the other terms of this Stadium Management Agreement, the Parties shall promptly execute and deliver such other instruments and take such other action as any other Party reasonably may request to consummate the transactions contemplated hereby.

23.20 Authority. Manager and Owner (and the Chiefs by execution of the joinders attached hereto) each represent and warrant that (i) it has full power and authority to enter into this Stadium Management Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Stadium Management Agreement constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

23.21 CIA. Manager shall comply with the CIA.

23.22 Assignment by Owner. Owner may assign this Stadium Management Agreement upon ten (10) days' prior written notice to Manager, to an Affiliate or to another public benefit corporation of the State, provided that such assignee (i) assumes full responsibility for the performance of all of the obligations of Owner under this Stadium Management Agreement, and (ii) possesses the legal authority, powers, privileges, immunities, tax exemptions and other exemptions necessary to perform Owner's obligations under this Stadium Management Agreement. All other assignments of this Stadium Management Agreement or ownership of the Stadium Facility by Owner shall require the prior written consent of Manager.

23.23 Community Event for Additional Exempt Games. With respect to each Exempt Game (as defined in the Non-Relocation Agreement) permitted under Section 2(a) of the Non-Relocation Agreement solely by reason of an increase in the number of regular season games to eighteen (18) or more, the Chiefs shall host, or cause to be hosted, a watch party or other public event within the STAR Bond District on the date of such Exempt Game, each of which shall be open to the public and at a venue with capacity to hold not fewer than five thousand (5,000) attendees or at the entertainment venue described in Section 3.1(c) of the Master QAD Agreement; provided that, for the first five (5) years of the Term, such public event shall be hosted within the Stadium Facility or connected Qualified Ancillary Development.

23.24 Rights Subject to Land Transfer Agreement Matters. Notwithstanding anything to the contrary in this Stadium Management Agreement, all rights (including any exclusive rights) granted to Manager, any of its Affiliates, and/or the NFL hereunder are subject and subordinate to all easements, encumbrances and other matters affecting the Stadium Facility that are permitted by, contemplated by or entered into in accordance with the Land Transfer Agreement (including the Permitted Exceptions and any Prohibited Right waived by KSFA pursuant to Section 2(h) of the Land Transfer Agreement, each as defined in the Land Transfer Agreement), whether recorded or unrecorded, and whether arising before or after the Effective Date. No such matter, or the exercise of rights thereunder, shall constitute a breach by Owner or an Owner Default, or entitle Manager, any of its Affiliates, and/or the NFL to any claim against Owner.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Owner and Manager have executed this Stadium Management Agreement as of the day and year first above written.

OWNER:

[_]

By: _____
Name: [_]
Title: [_]

MANAGER:

[_]

By: _____
Name: [_]
Title: [_]

Solely for purposes of Section 7.2 and Section 12.1 herein:

STATE:

[_]

By: _____
Name: [_]
Title: [_]

STATE OF KANSAS)
) : SS.
COUNTY OF _____)

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

_____
Notary Public

STATE OF KANSAS)
) : SS.
COUNTY OF _____)

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

_____

STATE OF KANSAS)
) : SS.
COUNTY OF _____)

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

_____
Notary Public

JOINDER OF THE CHIEFS

The Chiefs hereby executes this joinder (this "**Joinder**") to the Stadium Management Agreement for the purpose of: acknowledging to Owner, and agreeing to perform and/or comply with its obligations arising under the Stadium Management Agreement, as the case may be; including, without limitation, obligations arising under Section 5.2 thereof.

The Chiefs represents and warrants to Owner that: (a) it has full power and authority to enter into this Joinder to Stadium Management Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (b) this Joinder to Stadium Management Agreement constitutes the legal, valid and binding obligation of the Chiefs in accordance with the terms hereof, and has been duly authorized by all necessary legislative, executive, committee and/or agency action, as the case may be, of the Chiefs.

THE CHIEFS

[_],
a [_]

By: _____
Name: [_]
Title: [_]

STATE OF KANSAS)
) : SS.
COUNTY OF _____)

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

_____
Notary Public

EXHIBIT A

[Reserved]

EXHIBIT B

CONCESSIONAIRE INSURANCE REQUIREMENTS

[_]

EXHIBIT C

MANAGER INSURANCE REQUIREMENTS

EXHIBIT D

ACKNOWLEDGEMENT OF COMMENCEMENT DATE

THIS ACKNOWLEDGMENT OF COMMENCEMENT DATE is made as of _____, _____, by and between the undersigned parties with reference to that certain Stadium Management Agreement (the "**Stadium Management Agreement**") dated as of [_], 2026, by and between [_], as "Owner" therein, [_] as "Manager", for the Stadium Facility, located in [_], Kansas, as more particularly described in the Stadium Management Agreement. All capitalized terms referred to herein shall have the same meaning defined in the Stadium Management Agreement, except where expressly provided to the contrary.

1. Owner and Manager hereby confirm that in accordance with the provisions of the Stadium Management Agreement, the Commencement Date of the Term is _____, and that, unless sooner terminated, the initial term thereof expires on _____.

2. This Acknowledgment of Commencement Date shall inure to the benefit of, and bind, the parties hereto, and their respective heirs, successors and assigns, subject to the restrictions upon assignment and subletting contained in the Stadium Management Agreement.

IN WITNESS WHEREOF, the parties have executed this Acknowledgment of Commencement Date as of the date first above written.

OWNER:

[_]

By: _____
Name: [_]
Title: [_]

MANAGER:

[_]

By: _____
Name: [_]
Title: [_]

EXHIBIT E-1

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (MANAGER)

See Attached.

EXHIBIT E-2

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (CHIEFS)

See Attached.