STADIUM NON-RELOCATION AGREEMENT

By and between

[KANSAS CITY CHIEFS FOOTBALL CLUB, INC.]

and

[STATE OF KANSAS]

[•], 2026

TABLE OF CONTENTS

Page

1. Recitals and Definitions 2
2. Home Games to be Played at the Stadium. 7
3. Maintenance of the Team and the Franchise; Exclusivity. 8
4. Transfer of Team or Franchise 9
5. Specific Performance; Liquidated Damages. 9
6. All Remedies 13
7. Termination; Release of Obligations 13
8. Irrevocable Nature 13
9. Miscellaneous. 14

STADIUM NON-RELOCATION AGREEMENT

THIS STADIUM NON-RELOCATION AGREEMENT (this "Agreement") is entered into as of [•], 2026 (the "Effective Date"), by and among the KANSAS CITY CHIEFS FOOTBALL CLUB, INC. ("TeamCo," or the "Chiefs"), the Kansas Sports Facilities Authority ("KSFA") and the STATE OF KANSAS, through the Kansas Department of Commerce (the "State" and together with the Chiefs and KSFA, collectively, the "Parties" and each, individually, a "Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Stadium Management Agreement (as hereinafter defined).

RECITALS:

WHEREAS, KSFA is the owner of approximately [•] acres of real property situated in Wyandotte County, Kansas, (the "Land"), 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 with the Land and the Stadium, the "Stadium Facility");

WHEREAS, pursuant to its rights as a National Football League ("NFL") franchisee, TeamCo owns the "Kansas City Chiefs" professional football team (the "Team");

WHEREAS, concurrently with this Agreement, the Parties are entering into, among other things, (i) a Stadium Management Agreement (the "Stadium Management Agreement"), (ii) a Stadium Construction Coordination Agreement (the "CCA"), (iii) a Community Impact Agreement, (iv) a Club Guaranty Agreement, (v) a Headquarters and Practice Facility Qualified Ancillary Development Agreement, (vi) a Team Headquarters and Practice Facility Management Agreement, and (vii) a Team Headquarters and Practice Facility non-relocation Agreement (the "Team Facilities Non-Relocation Agreement");

WHEREAS, in connection with this Agreement, the Parties will also enter into (i) a Land Transfer Agreement and (ii) a Master QAD Agreement;

WHEREAS, the State and the Chiefs have determined that the Team, by playing its Home Games at the Stadium Facility, relocating its office headquarters ("Team Headquarters") and practice facility ("Practice Facility") to the State, and developing certain mixed use development (collectively, the "Qualified Ancillary Development") 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;

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;

WHEREAS, as a material inducement for the State to enter into the Stadium Management Agreement and the CCA, and for the State to provide financial and other support for the development of the Stadium, the Chiefs have agreed to enter into this Agreement upon the terms and conditions set forth herein; and

WHEREAS, the State has committed to invest and cause to be invested a substantial amount of funds and other resources for the development, improvement and construction of the Stadium, and the State would not do so without assurances from the Chiefs that the Team will play substantially all of its Home Games at the Stadium upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals and Definitions. The recitals set forth above are true and correct in all respects and are incorporated herein by reference. When used in this Agreement, the following capitalized terms will have the meanings set forth below:

(a) "**Affiliate**" means, with respect to a specified Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person. For purposes of this definition, the terms "Controls," "Controlled by" or "under common Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person; provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of TeamCo or StadCo.

(b) "**Agreement**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(c) "**Alternate Site**" means a facility located within the State that is available and meets NFL criteria. The use of any such facility shall be subject to the prior approval of the NFL, in its sole and absolute discretion. If, following the Team's commercially reasonable efforts to identify an available facility within the State that meets NFL criteria and is approved by the NFL, no such facility is available, then the Team shall be permitted to use a facility outside the State. In no event shall the Team's obligation to locate a facility within or outside the State require the Chiefs, StadCo or the Team to take any action that would cause the Chiefs, StadCo, or the Team to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any facility located outside the contiguous United States shall be subject to the prior written approval of KSFA, such approval not to be unreasonably withheld, conditioned or delayed.

(d) "**Americans with Disabilities Act**" means 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.

(e) "**Applicable Law**" means any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, award, permit, license, authorization, or requirement of any court, board, agency, commission, office, division, subdivision, department, body, authority of the United States, the State of Kansas, or any city or other Governmental Authority (including the Americans with Disabilities Act and Environmental Law).

(f) "**Assignee**" shall have the meaning ascribed to such term in Section 4 of this Agreement.

(g) "**CCA**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(h) "**Chiefs**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(i) "**Construction Defect**" means: (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 governmental approvals; or (iv) a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

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

(l) "**Design Defect**" means any deficiency in the design of the Stadium or in any component of the Stadium that prevents the Stadium's or such component's use for its intended purpose, including, without limitation, any errors, omissions or deficiencies in the Plans and Specifications for the Stadium (as defined in the CCA).

(m) "**Effective Date**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(n) "**Exempt Game**" shall have the meaning ascribed to such term in Section 2(a) of this Agreement.

(o) "**Environmental Law**" means all Applicable Laws, including any consent decrees, settlement agreements, judgments or orders, issued by or entered into with a Governmental Authority pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health or the environment; (iii) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of any Hazardous Substances; or (iv) the protection of endangered or threatened species.

(p) "**Force Majeure**" means 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 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 (not caused or implemented by a Party); epidemics; pandemics; any governmental order, declaration, or regulation prohibiting public gatherings in the Stadium; landslides; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; civil disturbance or disobedience; riot; sabotage; terrorism or threats of sabotage or terrorism; or other similar occurrence that is not within the reasonable anticipation or 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, (ii) NFL Labor Disputes or shortages (i.e., other than general or industry-wide strikes not limited to such Party or its contractors) or (iii) any event to the extent caused by the negligence, willful misconduct or breach of this Agreement by the Party claiming Force Majeure.

(q) "**Franchise**" means the franchise right granted by the NFL to the Chiefs pursuant to which TeamCo owns and operates an NFL Team (as defined below).

(r) "**Franchise Maintenance Covenants**" means the covenants and agreements made by, and obligations imposed on, the Chiefs pursuant to Section 3(a).

(s) "**Governmental Authority**" means any federal, state, county, city, local or other governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a

dispute has been presented under Applicable Law or by agreement of the Parties with an interest in such dispute.

(t) "**Hazardous Substances**" means (i) any substance, emission or material, including asbestos, now or hereafter defined as, listed as, or specified in an Applicable Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, or (ii) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls.

(u) "**Headquarters and Practice Facility Qualified Ancillary Development Agreement**" shall have the meaning ascribed to such term in the CCA.

(v) "**Home Games**" means each Pre-Season Game, Regular Season Game and 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.

(x) "**Interim Period**" means the period commencing on the Effective Date and ending on the day immediately preceding the Stadium Management Agreement Term Commencement Date.

(y) "**KSFA**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(z) "**Land**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

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

(bb) "**Lien**" shall have the meaning ascribed to such term in the Stadium Management Agreement.

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

(dd) "**NFL**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(ee) "**NFL Labor Dispute**" means any of the following that results in the NFL canceling the Home Game in question: any owners' lock-out, players', umpires', referees' strike or other NFL labor disputes.

(ff) "**NFL Management Council**" means 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.

(gg) "**NFL Rules and Regulations**" means the Constitution and Bylaws of the NFL, including all resolutions, rules and policies adopted and/or promulgated thereunder, and the Articles of Association and Bylaws of the NFL Management Council, including 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 any television agreements or any collective bargaining or other labor agreements (including 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 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 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 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.

(hh) "**NFL Season**" means 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.

(ii) "**NFL Team**" means any existing or future member team of the NFL.

(jj) "**Non-Relocation Covenants**" means the covenants and agreements made by, and obligations imposed on, the Chiefs pursuant to Sections 2, 3, and 4.

(kk) "**Non-Relocation Default**" means a breach by the Chiefs of any of the terms, covenants, agreements or obligations of Sections 2, 3, and 4.

(ll) "**Non-Relocation Term**" shall mean the period beginning on the Stadium Management Agreement Term Commencement Date and ending on the Stadium Management Agreement Term Expiration Date, excluding any Extension Term (as defined in the Stadium Management Agreement).

(mm) "**Party**" or "**Parties**" shall have the meanings ascribed to such terms in the preamble of this Agreement.

(nn) "**Person**" means any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority or any other entity or organization.

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

(pp) "**Practice Facility**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(qq) "**Pre-Season Games**" means 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.

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

(ss) "**Public**" means, collectively, (i) the State, (ii) Kansas City, Kansas (iii) the City of Olathe, (iv) Wyandotte County and (v) Johnson County.

(tt) "**Public Contribution**" shall have the meaning ascribed to such term in Section 5(b) of this Agreement.

(vv) "**Qualified Ancillary Development**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(yy) "**Regular Season Games**" means 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.

(xx) "**StadCo**" means [●], an Affiliate of TeamCo.

(yy) **"Specified Non-Relocation Default**" means a breach by the Chiefs of any of the terms, covenants, agreements, or obligations of Section 3(b).

(zz) "**Stadium**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(aaa) "**Stadium Facility**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(bbb) "**Stadium Management Agreement**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(ccc) "**Stadium Management Agreement Term**" means the term of the Stadium Management Agreement, beginning on the Stadium Management Agreement Term Commencement Date and ending on the Stadium Management Agreement Term Expiration Date.

(ddd) "**Stadium Management Agreement Term Commencement Date**" means the Commencement Date, as defined in the Stadium Management Agreement.

(eee) "**Stadium Management Agreement Term Expiration Date**" means the earlier of (i) the date that is thirty (30) years after the Stadium Management Agreement Term Commencement Date (as may be extended pursuant to the Stadium Management Agreement other than at StadCo's election to exercise its option for an Extension Term (as defined therein)), 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) the date on which the Stadium Management Agreement is terminated pursuant to the express terms and conditions of the Stadium Management Agreement.

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

(ggg) "**STAR Bonds**" means special obligation bonds, the interest on which is generally exempt from federal income taxation, pursuant to the STAR Bond Financing Act, K.S.A. 12-17,160 through 12-17,181, and amendments thereto, the proceeds of which are used to fund all or a portion of the Stadium, Team Headquarters and Practice Facility.

(hhh) "**State**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(iii) "**Team**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(jjj) "**Team Headquarters**" shall have the meaning ascribed to such term in the Recitals of this Agreement.

(kkk) "**Team Headquarters and Practice Facility Management Agreement**" shall have the meaning ascribed to such term in the CCA.

(lll) "**Team Headquarters and Practice Facility Non-Relocation Agreement**" shall have the meaning ascribed to such term in the Recitals of this agreement.

(mmm) "**TeamCo**" shall have the meaning ascribed to such term in the preamble of this Agreement.

(nnn) "**Term**" means the term of this Agreement, which shall begin on the Effective Date and conclude on the Stadium Management Agreement Term Expiration Date unless sooner cancelled or terminated pursuant to Section 7.

(ooo) "**Term Year**" means the period commencing on the Stadium Management Agreement Term Commencement Date and ending on the last day of the twelfth (12th) successive calendar month, and each succeeding twelve (12)-month period thereafter until the Stadium Management Agreement Term Expiration Date.

(ppp) "**Untenantable Condition**" shall mean the existence of any one of the following conditions as a result of any Casualty (as defined in the Stadium Management Agreement), 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' failure to perform its obligations as required under this Agreement or the CCA or (y) StadCo's failure to perform its obligations under the Stadium Management Agreement): (i) the condition of the Stadium is such that a Home Game could not be held or reasonably be foreseen to be held at the Stadium in accordance with 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 that results in the NFL requiring the Team to play its Home Games at a facility other than the Stadium.

2. Home Games to be Played at the Stadium.

(a) Playing of Home Games. Following the Interim Period, subject to Section 2(b) below, and except as otherwise permitted hereunder, (i) the Team shall play, and the Chiefs covenant and agree to cause the Team to play, all of its Home Games at the Stadium at all times during the Non-Relocation Term (except for any Exempt Game pursuant to this Section 2(a)) and (ii) the Chiefs covenant and agree not to attempt to cause the playing of any Home Games at a location other than the Stadium at any time during the Non-Relocation Term, other than an Exempt Game pursuant to this Section 2(a), unless KSFA shall have given prior written consent to the playing of any Home Game at a different location or locations, which consent shall be within the sole and absolute discretion of KSFA. Notwithstanding the foregoing, (i) the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, one (1) Home Game outside the Stadium that is scheduled by the NFL pursuant to a league-wide program, initiative, series, or NFL Rules and Regulations (e.g., the NFL International Series) (an "Exempt Game") during each NFL Season; provided, however, that the right to play an Exempt Game during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season; and (ii) if the NFL Rules and Regulations are amended or otherwise changed such that the number of Regular Season Games scheduled to be played by each NFL Team during an NFL Season is increased from seventeen (17) to eighteen (18) or more, then, for so long as such increase remains in effect, the Team shall be entitled, during

no more than one (1) NFL Season in any four (4) consecutive NFL Seasons, to play one (1) additional Home Game outside the Stadium. Such additional Home Game shall constitute an Exempt Game for purposes of this Agreement such that the Team shall be entitled to play up to two (2) Exempt Games during such NFL Season. The Chiefs may elect the NFL Season in which such additional Exempt Game is played.

(b) Untenantable Condition. Notwithstanding the provisions of Section 2(a), if, following the Interim Period through the end of the Term, an Untenantable Condition exists, then the Chiefs shall first attempt to reschedule the affected Home Game(s) at the Stadium to a date or dates satisfactory to the Chiefs and NFL. If the Chiefs are unable to reschedule the affected Home Game(s) at the Stadium, then the Chiefs shall be entitled to cause the Team to play any affected Home Game(s) at an Alternate Site during the period in which such Untenantable Condition exists and continues to exist; provided that the Chiefs shall promptly furnish written notice (in accordance with Section 9(b)) to KSFA of the existence of such Untenantable Condition, which notice shall identify (to the extent that such information is known by the Chiefs) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Home Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site and (iv) the length of any contractual commitment made by the Team to play its Home Games at the Alternate Site. Without limiting the foregoing, upon the occurrence, and during the continuance, of any Untenantable Condition, the Chiefs shall (x) use commercially reasonable efforts to (A) mitigate and eliminate such Untenantable Condition as soon as reasonably practicable to the extent within the reasonable control of the Chiefs and (B) minimize the duration of such Untenantable Condition and any contractual commitment of the Team to play its Home Games at an Alternate Site and (y) keep KSFA apprised of the status of such Untenantable Condition. In no event shall the obligation to use commercially reasonable efforts to mitigate and overcome such Untenantable Condition, or to minimize the duration thereof, pursuant to this Section 2(b) require the Chiefs to perform any obligation of KSFA or the State under the Definitive Documentation. For the avoidance of doubt, except to the extent the Chiefs' obligation to cause the Team to play the affected Home Game(s) at the Stadium is temporarily excused pursuant to this Section 2(b), all other obligations of the Chiefs under this Agreement and the other Definitive Documentation shall remain in full force and effect, and nothing in this Section 2(b) shall limit, waive or impair any rights or remedies of KSFA or the State under this Agreement or the other Definitive Documentation, including, without limitation, any rights or remedies arising from or relating to the cause of such Untenantable Condition, any Construction Defect or Design Defect, any failure to mitigate or eliminate such Untenantable Condition, or any failure to comply with the requirements under this Section 2(b).

(c) Cancelled Home Games. In addition, notwithstanding the provisions of Section 2(a), the Team shall not be obligated to play any Home Games at the Stadium that have been cancelled and not rescheduled by the NFL.

3. Maintenance of the Team and the Franchise; Exclusivity.

(a) During the Term, the Chiefs shall: (i) keep and maintain the Team as a validly existing and participating NFL Team in good standing under NFL Rules and Regulations; (ii) keep and maintain the Franchise as a validly existing and participating NFL franchise in good standing under NFL Rules and Regulations; and (iii) except as otherwise provided in Section 2 above and/or in the Stadium Management Agreement, and except during the Interim Period, keep and maintain the Stadium as the facility designated to and by the NFL as the home facility for the Team.

(b) Subject to the provisions of Section 2 above, except as otherwise set forth herein, during the Term, the Chiefs shall not: (i) apply to the NFL for, or otherwise seek, NFL approval to allow the Team to play any Home Games (other than Home Games played during the Interim Period or an Exempt Game) anywhere other than the Stadium; (ii) relocate, transfer or otherwise move the Team to a location

other than the Stadium during the Non-Relocation Term; (iii) enter into any contract or agreement to sell, assign or otherwise transfer the Team to any Person who, to the Chiefs' knowledge, intends to relocate, transfer or otherwise move the Team during the Non-Relocation Term to a location other than the Stadium; (iv) (A) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team during the Non-Relocation Term to a location other than the Stadium, or (B) enter into discussions, negotiations or agreements with third-parties concerning the relocation of the Team during the Non-Relocation Term to a location other than the Stadium, except in the case of this clause (iv) solely to the extent that the relocation or other action described in such clause would first take effect after the Term; or (v) (A) complete a transfer, assignment or surrender of the Franchise that results in the Team playing any of its Home Games outside of the Stadium in violation of Section 2(a) or (B) complete a transfer, assignment, or surrender of the Franchise that results in the Team not playing any Home Games.

4. Transfer of Team or Franchise. The Chiefs shall not have the right to assign, sell or otherwise transfer, or grant or place a Lien upon, in whole or in part, the Team or the Franchise and/or any ownership rights therein, to any Person (an "Assignee") without the approval of KSFA; provided, however, that the Chiefs shall have the right to assign, sell or otherwise transfer, or grant or place a Lien upon, the Team or the Franchise and/or any ownership rights therein, without the approval of KSFA so long as such assignment, sale or transfer, or grant or placement of a Lien, (a) is conditioned on the Assignee being approved by the NFL in accordance with the NFL Rules and Regulations as the owner of the Franchise or the holder of a Lien thereon and (b) to the extent any such Assignee thereafter controls the Franchise, is made or granted subject to the requirements and obligations of the Chiefs under the Definitive Documentation pursuant to an assignment and assumption agreement substantially in the form attached hereto as Exhibit A, or such other agreement in form and substance reasonably satisfactory to KSFA whereby such successor owner assumes full responsibility for the performance of all of the obligations of the Chiefs under the Definitive Documentation, arising on and after the date of such assignment, sale or transfer, including compliance in all respects with the terms herein, and such Assignee shall thereafter be deemed to be the Chiefs for purposes of the Definitive Documentation. Upon the consummation of any such assignment, sale or transfer and the execution and delivery to KSFA of the applicable assignment and assumption agreement, the Person that constituted the Chiefs immediately prior to such assignment, sale or transfer shall be relieved of its obligations under the Definitive Documentation arising from and after the effective date of such assignment, sale or transfer; provided that such Person shall remain responsible for all obligations and liabilities arising or accruing prior to such effective date.

5. Specific Performance; Liquidated Damages.

(a) The Parties acknowledge that: (i) the Chiefs' obligations under the Non-Relocation Covenants are unique, are the essence of the bargain, and are essential consideration for this Agreement, and the other Definitive Documentation being entered into by the Parties as related to the construction, development, and improvement of the Stadium; (ii) the Team, as property, is extraordinary and unique and that under the organization of professional football by and through the NFL, the State may not be able to replace the Team; (iii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the Public, would be difficult, if not impossible, to ascertain; and (iv) there would be irreparable harm to the State if a Non-Relocation Default occurs. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the Chiefs in the event of a Non-Relocation Default, and that equitable relief by way of a decree of specific performance or an injunction (including but not limited to, during the Interim Period, a prohibitory injunction barring the Chiefs from soliciting an offer, or entertaining a solicitation, from a Person to enter into discussions regarding moving the Team to a location other than the Stadium, and/or, a prohibitory injunction barring the Chiefs from relocating or playing Home Games in a facility other than the Stadium and/or a mandatory injunction requiring the Chiefs to play Home Games at the Stadium) is the only appropriate remedy for the enforcement of this Agreement in the event of a Non-Relocation Default

notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5 for a Specified Non-Relocation Default. In amplification and not in limitation of the foregoing, the State acknowledges and agrees that, in the event of a Non-Relocation Default, or the threat of a Non-Relocation Default, the State shall first seek equitable relief before, in the case of a Specified Non-Relocation Default, attempting to avail itself of the liquidated damages provisions set forth in Section 5(b), provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Additionally, based on the foregoing, the Chiefs hereby agree as follows:

(i) Provided that KSFA has not terminated the Stadium Management Agreement (or, during the Interim Period, the CCA), the State shall be entitled to seek and obtain injunctive or declaratory relief prohibiting action by the Chiefs, directly or indirectly, that causes a Non-Relocation Default, or mandating action that averts a Non-Relocation Default, or enforcing the Non-Relocation Covenants through specific performance.

(ii) That obligations are being incurred to make the Stadium available for Home Games during the Stadium Management Agreement Term and, during the Interim Period, to cause the Stadium to be designed, developed and constructed and that any Non-Relocation Default shall constitute irreparable harm to the State for which monetary damages or other remedies at law will not be an adequate remedy.

(iii) That the rights of the State to injunctive relief as a result of a Non-Relocation Default, as set forth in this Section 5 and otherwise allowed under Applicable Law, shall not constitute a claim pursuant to Section 101(5) of the United States Bankruptcy Code, as it may be amended from time to time, or any substitute therefor, and shall not be subject to discharge or restraint of any nature in any bankruptcy, reorganization or insolvency Proceeding involving the Chiefs, and that this Agreement is not an "executory contract" as contemplated by Section 365 of the United States Bankruptcy Code.

(iv) That in any Proceeding seeking relief for a Non-Relocation Default, any requirement for the State to post any bond or other security or collateral as a condition of any relief sought or granted is hereby waived.

(b) The Chiefs acknowledge and agree that if, solely upon the occurrence of a Specified Non-Relocation Default, including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, equitable relief pursuant to Section 5(a) above is not granted to the State by a court of competent jurisdiction in the State for any reason or is otherwise unavailable, the payment of liquidated damages as provided herein is the next most appropriate remedy. Therefore, the Parties agree that in the event of a Specified Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5(a), the State will be entitled to recover from the Chiefs, as liquidated damages, an amount equal to the financial commitments made by the Public to fund the Stadium Facility or other expenses borne by the Public in connection therewith, which shall be the sum, without duplication, of: (i) the Public Stadium Funding Commitment (as defined in the CCA); (ii) the interest accrued on the amount of STAR Bonds issued and applied towards the Stadium Facility through the date of the Specified Non-Relocation Default (excluding, for the avoidance of doubt, any additional, incremental interest accrued as a result of a refinancing occurring after the Interim Period), provided, however, that no *additional* interest accrued on the amount of STAR Bonds issued and applied towards the Stadium Facility (other than, for the avoidance of doubt, interest accrued prior to the fifteenth (15th) Term Year) shall be included in the liquidated damages calculation; and (iii) in the event the State elects to demolish the Stadium following a Specified Non-Relocation Default, the reasonable costs actually incurred in connection with the demolition of the Stadium or any then-constructed portion thereof and leveling with clean fill; provided, that the State deliver written notice of such intent to the Chiefs within one (1) year of the date of the Specified Non-Relocation Default, and

includes in such notice the reasonable expected cost thereof. The amounts in clauses (i), (ii), and (iii), above (such amounts, collectively, the "Public Contribution") shall be determined as of the date of such Specified Non-Relocation Default. Notwithstanding the foregoing, solely for purposes of clause (i) above with respect to any Specified Non-Relocation Default occurring during the Interim Period, the amount of the Public Stadium Funding Commitment shall not exceed the sum, without duplication, of: (x) any STAR Bond proceeds and/or Bridge Bond (as defined in the CCA) proceeds actually applied toward costs of the Stadium Facility, and (y) the out-of-pocket expenses actually incurred by the State in connection with the Stadium Facility. The Parties acknowledge and agree that the percentage of the Public Contribution payable as liquidated damages shall decline on the first day of the fifteenth (15th) Term Year and on the first day of each Term Year thereafter throughout the Stadium Management Agreement Term, until reduced to zero percent (0%) on the first day of the thirtieth (30th) Term Year, as shown in the chart below:

Term Year	Liquidated Damages Amount Owed
Interim Period	100%
1st – 14th	100%
15th	93.75%
16th	87.5%
17th	81.25%
18th	75%
19th	68.75%
20th	62.5%
21st	56.25%
22nd	50%
23rd	43.75%
24th	37.5%
25th	31.25%
26th	25%
27th	18.75%
28th	12.5%
29th	6.25%
30th	0% ($0)

(c) For the avoidance of doubt, in no event may the State seek or obtain such liquidated damages, or any portion thereof, if the actions taken by the Chiefs causing a Specified Non-Relocation Default occur after the expiration or earlier termination of the Term. It is specifically contemplated by the Parties that if the Term expires, this Agreement and the Non-Relocation Covenants herein shall be terminated without affecting any obligation, for liquidated damages or otherwise, arising from any Non-Relocation Default which occurred prior to expiration of the Term.

(d) In the event that the State is able to obtain liquidated damages pursuant to the terms hereof, and after the State has fully recovered all amounts attributable to the State that were paid as part of

the Public Contribution, the State and KSFA shall work with each applicable local Public entity to identify and allocate the amounts directly attributable to such local Public entity's applicable contribution to the Public Contribution, as appropriate.

(e) In determining the amount of liquidated damages provided for in Section 5(b), it is acknowledged and agreed that the Parties have exercised great care to make a reasonable forecast of direct damages allowable by law that may arise from the breach of this Agreement by the Chiefs, taking into due consideration: (i) the loss of taxes attributable to Team operations; (ii) the extraordinary involvement, covenants and expense of the Public in securing the Team's commitment to play the Home Games at the Stadium for the Non-Relocation Term; (iii) the consequent reduction in value of the Stadium arising from the absence of the Team; (iv) the substantial economic benefit conferred upon the Team through the Stadium Management Agreement intended to ensure that the Team will play its Home Games in the Stadium for the Non-Relocation Term as and to the extent required hereby; (v) the detrimental effects of a breach on the Public and the community; (vi) the loss of revenues to the Public and the community; and (vii) the amount contributed by the Public to the construction, development, improvement, maintenance, and operation of the Stadium Facility, including the proceeds of, and all costs associated with the incurrence of, any debt incurred by the State, and any amounts spent from the RMMO Fund (as defined in the Stadium Management Agreement).

(f) Upon a Specified Non-Relocation Default, if injunctive relief or specific performance as provided in Section 5(a) above is not granted to the State, liquidated damages shall be paid by the Chiefs in immediately available funds in a lump sum not later than the date set by a court of competent jurisdiction. The Parties acknowledge that the reasonable forecast of direct damages provided in Section 5(b) is not an exact measure of actual damages, as such an exact measure would be infeasible to estimate or forecast with precision.

(g) If, upon a Specified Non-Relocation Default, equitable relief fashioned to require the Team to play Home Games in the Stadium (or, in the case of a Specified Non-Relocation Default occurring during the Interim Period, equitable relief fashioned to enforce the covenants then applicable) is not granted by a court of competent jurisdiction in the State for any reason (following a prosecution to a final and non-appealable judgment), or is not otherwise available, the Chiefs, for itself and its successors, assigns and Affiliates, hereby waives any right, whether arising hereunder, at law, in equity or otherwise, to object to or otherwise challenge the validity, appropriateness or legitimacy of liquidated damages as the remedy for such Specified Non-Relocation Default. In the event the State is awarded liquidated damages pursuant to Section 5(b) with respect to a Specified Non-Relocation Default, the State hereby waives any right to collect, seek or claim any additional monetary damages arising out of such Specified Non-Relocation Default under this Agreement, including any loss of prospective profits or any other special, indirect, incidental, consequential, exemplary or punitive damages; provided, however, that the foregoing waiver shall not limit, waive or impair the State's right to recover any accrued and unpaid amounts expressly due and payable under this Agreement or any other Definitive Documentation.

(h) Notwithstanding anything to the contrary set forth herein, the State specifically consents to and agrees that it shall not be permitted to enforce the provisions of this Agreement against the Chiefs, including the equitable remedies or liquidated damages provisions set forth in Section 5(a) or Section 5(b), except with respect to conduct engaged in by the Chiefs prior to the Stadium Management Agreement Term Expiration Date constituting or resulting in a Non-Relocation Default.

6. All Remedies. If, upon a Non-Relocation Default, the applicable equitable remedies and liquidated damages provided for in Section 5 are unavailable for any reason, the State shall be entitled to pursue all other legal and equitable remedies against the Chiefs, whether or not such other remedies are specifically set forth in this Agreement; provided, however, that any damages or money judgment obtained

in any such legal or equitable proceedings arising out of such Non-Relocation Default shall not exceed the amount of liquidated damages that the State would have been entitled to receive pursuant to Section 5(b) herein but for such unavailability; provided, further, that the foregoing shall not limit, waive or impair the State's right to recover any accrued and unpaid amounts expressly due and payable under this Agreement or any other Definitive Documentation. Except as expressly set forth in this Agreement, all legal and equitable remedies of the Parties are cumulative and may be exercised concurrently, successively, or in any order. Nothing in this Section 6 shall be read or interpreted to negate, forgo, or waive the State's right to obtain equitable relief or liquidated damages as set forth in Section 5 of this Agreement.

7. Termination; Release of Obligations.

This Agreement shall terminate upon the earlier of (i) the expiration or termination of the Term, (ii) the termination of the CCA, following the State's failure to satisfy the Public Stadium Funding Commitment within the timeline required by the CCA subject to the terms therein, (iii) the mutual agreement of the Parties, and (iv) the payment of liquidated damages pursuant to the provisions of Section 5(b) if such liquidated damages are available as a remedy and are sought by the State; provided, however, that no such termination or cancellation shall relieve the Chiefs of any obligation for liquidated damages or other damages arising or accruing pursuant to this Agreement prior to the effective date of such termination.

8. Irrevocable Nature. During the Term, the Non-Relocation Covenants are absolute, irrevocable, and unconditional obligations of the Chiefs and shall not be released, discharged, limited or affected by any right of setoff or counterclaim that the Chiefs may have to the performance thereof, except as expressly provided herein. The terms of this Section 8 shall expressly survive any termination of this Agreement.

9. Miscellaneous.

(a) No Construction Against Drafting Party. The Parties acknowledge that each such Party and its respective counsel have had the opportunity to review this Agreement, and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another Party shall be deemed properly given via (i) registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier, (iii) personal delivery (or delivery by bonded courier), or (iv) email, to the address designated for the recipient. Notice shall be effective on the date of receipt of the notice by the Party being notified; provided, however, email notices shall be effective on the date of email delivery, if delivered prior to 11:59 p.m. (in the time zone of delivery) on a business day (otherwise on the next business day), provided that any email notice also is sent on the same day via one of the other delivery methods permitted pursuant to this Section 9(b). Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to the Parties shall be delivered as set forth in Schedule 9(b) attached hereto.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding. Without limiting the generality of the foregoing, the covenants of the Chiefs in Section 2(a) are separate and independent from each other covenant contained herein.

(d) 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, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless (i) made in writing, and (ii) duly executed by the Parties. Any amendment to this Agreement shall require the approval of the NFL and shall be null and void unless such approval is obtained in advance. Notwithstanding anything to the contrary herein, the Parties hereby designate the NFL as a third-party beneficiary of this Section 9(d) with the right to enforce the same.

(e) Entire Agreement. This Agreement including the exhibits, schedules and addenda hereto, if any, and the other Definitive Documentation, represent the entire agreement between the Parties with respect to the matters set forth herein and supersede all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. To the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions; Interpretation. The captions of the various articles and sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such articles or sections. Where specific language is used to clarify by example a general statement contained herein (such as by using the word "including"), such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The definitions contained in this 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 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. The words "include", "including" and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed, in each case, by the words "without limitation." The words "herein", "hereto" and "hereby" and other words of similar import in this Agreement shall be deemed, in each case, to refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Any reference herein to "dollars" or "$" shall mean United States dollars. The words "as of the date of this Agreement", "as of the date hereof" and words of similar import shall be deemed in each case to refer to the date this Agreement was first signed. The term "or" shall be deemed to mean "and/or". Any reference to any particular Applicable Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified and any reference herein to a Governmental Authority shall be deemed to include reference to any successor thereto.

(g) Governing Law; Jurisdiction and Venue.

(i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Kansas, without giving effect to conflict of laws provisions.

(ii) The Parties agree that this Agreement is executed in and is to be performed in the State of Kansas, and that all provisions of this Agreement and any dispute arising hereunder shall be governed by the laws of the State of Kansas. Any dispute arising out of this Agreement shall be litigated exclusively in the state courts sitting in Johnson County, Kansas. The Parties hereby consent to the jurisdiction and venue of such state courts. Each Party agrees to service of process in any form or manner permitted by law, addressed to such Party pursuant to Section 9(b). Each Party agrees not to institute suit arising out of this Agreement against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Agreement kept in the State's or the Chiefs' course of business may be admitted into evidence as an original.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns. This Section 9(h) shall not affect or reduce the obligations of the Chiefs under this Agreement.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of the non-assigning Party; provided, however, that (i) KSFA may assign this Agreement in connection with an assignment of its obligations under the Stadium Management Agreement, to the extent permitted under the Stadium Management Agreement, provided that such assignee assumes full responsibility for the performance of all of the obligations of the KSFA under this Agreement and the Stadium Management Agreement, and (ii) subject to Section 4 above, the Chiefs shall have the right to assign, sell or transfer, in whole or in part, the Team (or the Team's rights under the Franchise) to an Assignee upon the approval of the NFL of such assignment, sale or transfer in accordance with applicable NFL Rules and Regulations.

(j) Counterparts. This 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. Either Party may execute this Agreement by facsimile or PDF signature, and the other Party shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other Party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Party an original signature page by overnight mail.

(k) 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.

(l) Authority. Each Party represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof, and (ii) this Agreement constitutes the legal, valid and binding obligations of such Party pursuant to 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.

(m) No Third-Party Beneficiaries. Except as otherwise provided in Section 9(d) above, this Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.

(n) Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement (except as provided in Section 9(m) above), whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

ATTEST: [•]

[•] Name: [•]	Name: [•] Title: [•]

Form Approved:

[Office]

[*Signatures continue on following page*]

[KANSAS CITY CHIEFS FOOTBALL CLUB, INC.]

By: _____
Name: _____
Title: _____

Exhibit A
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the [•] day of [•], [•] (the "Effective Date") by and between [•], a [•] ("Assignor"), and, [•], a [•] ("Assignee").

RECITALS

A. Assignor and the [•], are parties to that certain [Non-Relocation Agreement][1], dated as of [•], 2026 (as the same may be amended, supplemented, modified, renewed or extended from time to time, the "[Non-Relocation Agreement]"). Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the [Non-Relocation Agreement].

B. Assignor has agreed to assign to Assignee all of Assignor's right, title and interest under the Definitive Documentation (collectively, the "Assigned Documents"), and Assignee has agreed to assume Assignor's obligations under the Assigned Documents upon and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys, grants, delivers and delegates to Assignee all of Assignor's right, title, benefit, privilege and interest in, to and under the Assigned Documents.

2. Assumption. Effective as of the Effective Date, Assignee hereby (a) accepts the foregoing assignment, assumes from Assignor the Assigned Documents and agrees to pay, perform and discharge when due all of the obligations, covenants, agreements and conditions to be performed by Assignor under the Assigned Documents, including under the [Non-Relocation Covenants], and (b) agrees to be bound by all of the terms, conditions and provisions of the Assigned Documents, including compliance in all respects with the Franchise Maintenance Covenants.

3. Representations and Warranties. Assignee hereby represents and warrants to Assignor and the State, as of the Effective Date, as follows:

(a) Organization. Assignee is a [•] duly organized, validly existing, and in good standing under the laws of the State of [•]. Assignee possesses full and adequate power and authority to own, operate, and lease its properties, and to carry on and conduct its business as it is currently being conducted. Assignee is or shall be duly qualified or licensed to conduct business as a foreign [•] in the State of Kansas.

(b) Authorization. Assignee has the full right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Assignee have been duly and fully authorized and approved by all

[1] To the extent this form is used for the Construction Coordination Agreement or Community Impact Agreement (or otherwise), to be updated to reference the same (including defined terms).

necessary and appropriate action. This Agreement has been duly executed and delivered by Assignee. The individual executing and delivering this Agreement on behalf of Assignee has all requisite power and authority to execute and deliver the same and to bind Assignee hereunder.

(c) Binding Obligation and Enforcement. Assuming execution of this Agreement by Assignor, this Agreement constitutes legal, valid, and binding obligations of Assignee, enforceable against it pursuant to its terms.

(d) Governing Documents. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any provision of its certificate of formation, bylaws or other governing documents, or the NFL Rules and Regulations.

(e) Law. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a violation or breach of, or conflict with, any Applicable Laws applicable to Assignee or any of its properties or assets which will have a material adverse effect on the ability of Assignee to perform and satisfy its obligations and duties hereunder.

(f) Approval by NFL. The NFL has taken all necessary action under the NFL Rules and Regulations to approve, and has approved, this Agreement.

(g) Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Assignee does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing, except for any consent, approval, waiver, amendment, authorization, notice or filing which has been obtained or waived, under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, indenture, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Assignee is a party or by which Assignee or any of its properties or assets are bound.

(h) Absence of Litigation. There is no action, suit, Proceeding, claim, arbitration or investigation pending or, to the knowledge of Assignee, threatened by any Person, against Assignee or its assets or properties that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of Assignee, financially or otherwise, including ability of Assignee to perform and satisfy its obligations and duties hereunder.

4. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A telecopy, facsimile or other electronic signature (such as a pdf) of any party shall be considered to have the same binding effect as an original signature.

5. Knowledge. The term "knowledge" or words of similar import shall mean the actual knowledge after reasonable inquiry of the officers or key employees of any party with respect to the matter in question as to the date with respect to which such representation or warranty is made.

6. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Applicable Laws of the State of [Kansas] without giving effect to the principles of conflicts of law thereof.

7. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. This Section 7 shall not be construed or implemented in a manner that substantially deprives any party of the overall benefit of its bargain under this Agreement.

[*Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

[•]

By: _____
Name:
Title:

ASSIGNEE:

[•]

By: _____
Name:
Title:

SCHEDULE 9(b)

To the State:

[•]

with a copy, which shall not constitute notice, to:

Sidley Austin LLP
830 Brickell Plaza Miami, Florida 33131
Attention: Irwin P. Raij
Telephone: 305-391-5206
Email: iraij@sidley.com

To the [Chiefs]:

[•]

with a copy, which shall not constitute notice, to:

Polsinelli
900 W. 48th Place, Suite 900
Kansas City, Missouri
Attention: Korb Maxwell
Telephone: 816-360-4327
Email: kmaxwell@polsinelli.com