TEAM HEADQUARTERS AND PRACTICE FACILITY CONSTRUCTION COORDINATION AGREEMENT

by and among

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

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

and

[**DEVELOPMENT COMPANY**],
a [_____],

[_____], 2026

TABLE OF CONTENTS

ARTICLE 1 RECITALS; DEFINITIONS; EXHIBITS AND SCHEDULES 2

1.1 Recitals 2
1.2 Definitions 2
1.3 Additional Definitions 21
1.4 Exhibits and Schedules. 21

ARTICLE 2 DEVELOPMENT ACTIVITIES 21

2.1 Development Generally 21
2.2 Obligations of the State 22
2.3 Obligations of KSFA 23
2.4 Obligations of HQCo 24
2.5 Term and Termination 27
2.6 Qualified Ancillary Development; Tier 1 Credit 27

ARTICLE 3 PROJECT CONSTRUCTION AND DESIGN 28

3.1 Pre-Construction Work. 28
3.2 Architect Agreements; Engagements. 28
3.3 Master Project Schedule. 29
3.4 Plans and Specifications. 30
3.5 Construction Agreements. 31
3.6 Contract Changes. 33
3.7 State's and KSFA's Right to Request Changes. 34
3.8 Payment and Performance Bonds. 35
3.9 Liquidated Damages. 35

ARTICLE 4 PROJECT MANAGEMENT AND PAYMENT OF COSTS 36

4.1 Construction Representatives. 36
4.2 Construction Cooperation/Coordination. 38
4.3 Administration of the Construction Agreements. 39
4.4 Team Facilities Development Account. 39
4.5 STAR Bonds; Public Financing Sources. 40
4.6 Team Facilities Construction Ratio. 45
4.7 Disbursement Procedure; General. 47
4.8 Disbursements from Team Facilities Development Account. 53
4.9 Reserved. 53
4.10 State Expenses Account. 54
4.11 Reserved. 54
4.12 Reserved. 54
4.13 Right of Audit. 54
4.14 Liens. 55
4.15 Excess Funds. 55
4.16 Reserved. 56
4.17 Cost Segregation Study and Qualifying Personal Property 56
4.18 Project Reporting 57

ARTICLE 5 DAMAGE TO THE PROJECT 57
5.1 Damage or Destruction Prior to Substantial Completion 57
5.2 Insurance Proceeds 57
5.3 Remedial Work; Environmental Compliance. 58
ARTICLE 6 PROJECT INSURANCE 59
6.1 Property Insurance 59
6.2 Requirements of Project Insurance Policies 59
6.3 Construction Manager's Insurance 60
ARTICLE 7 ACCESS AND LAND CONVEYANCES 60
7.1 Conveyance of Team Facilities Site 60
7.2 Team Facilities Land Transfer Agreement. 60
ARTICLE 8 DEFAULT 61
8.1 HQCo Default 61
8.2 KSFA Default 62
8.3 State Default 63
8.4 Default Remedies 64
8.5 NFL Remedies 66
8.6 Exclusive Governance of Non-Relocation Agreement 66
ARTICLE 9 DISPUTE RESOLUTION 67
9.1 Generally 67
9.2 Arbitration Procedure 67
ARTICLE 10 REPRESENTATIONS AND WARRANTIES 68
10.1 Representations and Warranties of KSFA 68
10.2 Representations and Warranties of the State 69
10.3 Representations and Warranties of HQCo 70
ARTICLE 11 PERMITS AND LICENSES 71
11.1 Legal Opinions 71
11.2 Permits and Licenses 71
ARTICLE 12 INDEMNIFICATION 71
12.1 Indemnification of KSFA 71
12.2 Indemnification of the State 72
12.3 Reserved. 72
12.4 Indemnification of HQCo 72
12.5 Survival 72
12.6 Exercise of Certain Remedies 72
12.7 No Invitees 72
12.8 Disclaimer of Warranties. 73
12.9 Limitations on Liability; Mutual Waiver of Damages. 73

ARTICLE 13 MISCELLANEOUS PROVISIONS 74
13.1 Exculpatory Provisions 74
13.2 Assignment 74
13.3 No Construction Against Drafting Party 74
13.4 No Waiver 74
13.5 Notices 74
13.6 Severability 75
13.7 Written Amendment Required 75
13.8 Entire Agreement 75
13.9 Captions; Interpretation 75
13.10 Jurisdiction 75
13.11 WAIVER OF JURY TRIAL 76
13.12 Binding Effect 76
13.13 Counterparts 76
13.14 Applicable Standard 76
13.15 Additional Assurances 76
13.16 No Third-Party Beneficiaries 76
13.17 No Merger 77
13.18 Non-Discrimination Covenants 77
13.19 Small Business Support 77
13.20 Limited Liability of KSFA 77
13.21 Limited Liability of State. 77
13.22 Automatic Termination 78
13.23 Project Warranties 78
13.24 Reserved 78
13.25 NFL Approval 78
13.26 Non-Relocation 78

TEAM HEADQUARTERS AND PRACTICE FACILITY CONSTRUCTION COORDINATION AGREEMENT

THIS TEAM HEADQUARTERS AND PRACTICE FACILITY CONSTRUCTION COORDINATION AGREEMENT (together with all renewals, replacements, modifications and amendments thereof, this "**Agreement**") is made as of [•] (the "**Effective Date**"), by and among the **STATE OF KANSAS**, acting by and through the Kansas Department of Commerce (the "**State**"), the **KANSAS SPORTS FACILITIES AUTHORITY**, ("**KSFA**"), a body corporate and politic and a political subdivision of the State, and a to-be-formed development company ("**HQCo**"). The State, KSFA, and HQCo are hereinafter each referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

WHEREAS, HQCo is an Affiliate of Kansas City Chiefs Football Club, Inc. ("**TeamCo**", and collectively with HQCo, the "**Chiefs**");

WHEREAS, TeamCo owns and operates a franchise in the NFL known as the "Kansas City Chiefs" (the "**Team**");

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 foster the development of a sports anchored, mixed-use development, which MOU is superseded by this Agreement;

WHEREAS, the Chiefs are responsible for constructing and/or causing the construction of certain improvements (as specified in part herein and as further specified in the Master QAD Agreement, the "**Qualified Ancillary Development**") in Wyandotte County, Johnson County, and other locations within the State of Kansas (the "**Development Areas**"), which Qualified Ancillary Development excludes the Chiefs' new, state-of-the-art, domed football stadium (the "**Stadium**") being constructed pursuant to the Stadium Construction Coordination Agreement of even date herewith (the "**Stadium CCA**");

WHEREAS, the Qualified Ancillary Development is anticipated to consist of a new office headquarters for the Team (the "**Team Headquarters**") and a new, cutting-edge practice facility (the "**Practice Facility**" and together with the Team Headquarters, the "**Team Facilities**"), among other improvements;

WHEREAS, pursuant to House Bill 2466, as enacted into law on April 9, 2026 (the "**Kansas Sports Facilities Authority Act**"), KSFA has been established to oversee sports facilities, related sports facility infrastructure and other related facilities, including the Team Facilities;

WHEREAS, in furtherance of the State's and the Chiefs' desire to form a public-private partnership to foster the development of a sports anchored, mixed-use development project, the Secretary of the Kansas Department of Commerce (the "**Secretary**") has established a sales tax and revenue bond district (the "**STAR Bond District**") pursuant to K.S.A. 12-17,162(cc)(2), which generally comports with the map set forth on **Exhibit A**;

WHEREAS, the STAR Bond District will include certain real property generally located at the intersection of U.S. Interstate 70 and U.S. Interstate 435, which the Chiefs shall fully acquire and convey to KSFA pursuant to the Stadium Land Transfer Agreement;

WHEREAS, the STAR Bond District will also include, without limitation, real property generally located at the intersection of College Boulevard and Ridgeview Road in Olathe, Johnson County, Kansas, as more particularly described on **Exhibit B** (the "**Team Facilities Site**"), which is intended for the development and construction of the Team Facilities, and which the Chiefs shall fully acquire and convey to KSFA pursuant to the Team Facilities Land Transfer Agreement;

WHEREAS, the Chiefs have agreed to convey the Team Facilities Site to KSFA in accordance with the provisions of this Agreement;

WHEREAS, concurrently with this Agreement, one or more of the Parties and/or their respective Affiliates are entering into, among other things (i) the Stadium CCA, (ii) a stadium management agreement (the "**Stadium Management Agreement**"), (iii) Non-Relocation Agreement, (iv) Community Impact Agreement, (v) Club Guaranty, (vi) a team headquarters and practice facility management agreement (the "**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 Stadium Land Transfer Agreement, (ii) a Team Facilities Land Transfer Agreement, and (iii) a Master QAD Agreement;

WHEREAS, the Parties anticipate that HQCo will enter into various agreements, directly or indirectly, with members of the Project Team in connection with certain Pre-Construction Work related to the construction of the Team Facilities, which may include agreements relating to architectural, design, engineering, surveying, environmental, code compliance, Americans with Disabilities Act compliance, and construction planning services;

WHEREAS, the State intends to cause to be issued, from time to time and pursuant to Applicable Law, one (1) or more series of sales tax and revenue bonds, the proceeds of which shall be applied to finance a portion of the Project Costs in accordance with the terms of this 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 RECITALS; DEFINITIONS; EXHIBITS AND SCHEDULES

1.1 Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

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

1.1.1 "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 HQCo, TeamCo, or the Team.

1.1.2 "Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

1.1.3 "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).

1.1.4 "Architect" shall mean Populous Inc., a Missouri corporation, or such other replacement or successor architect of record retained by HQCo in accordance with the terms and conditions of the Architect Agreement with Architect and approved by KSFA and the State in accordance with Section 3.2 hereof.

1.1.5 "Architect Agreements" shall mean any agreement for the design of the Project, or any portion thereof, between (i) HQCo and an architect or engineer, or (ii) the Architect and any sub-consultant (in this clause (ii), only to the extent such agreement expressly confers upon HQCo any rights or benefits thereunder), together with all renewals, replacements, modifications and amendments thereof authorized in accordance with Section 3.2 hereof.

1.1.6 "Biweekly Meeting" shall have the meaning ascribed to such term in Section 4.7(a) of this Agreement.

1.1.7 "Bond Documents" shall mean, with respect to any STAR Bonds or other bonds or obligations issued or caused to be issued by or on behalf of the State to finance or fund all or any portion of the Public Team Facilities Funding Commitment, or any other costs, reserves, or amounts contemplated to be funded from the proceeds of such bonds or obligations pursuant to this Agreement, collectively, the trust indenture, bond resolution, bond purchase agreement, tax distribution agreement, any tax compliance agreement, any construction funds trust, depository, or disbursement agreement governing the applicable accounts, and all other instruments, certificates, and agreements governing the issuance, security, holding, investment, administration, and disbursement of the proceeds of such bonds or obligations, including the appointment, rights, duties, protections, and obligations of the Construction Funds Trustee, in each case as amended, supplemented, or otherwise modified from time to time.

1.1.8 "Bond Proceeds" shall mean the net proceeds with respect to any issuance of STAR Bonds (other than the Bridge Bonds Proceeds) or other bonds or obligations

issued or caused to be issued by or on behalf of the State to fund all or a portion of the Public Team Facilities Funding Commitment, after deduction of costs of issuance, capitalized interest, reserves, and any other amounts required to be funded or set aside pursuant to the applicable Bond Documents.

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

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

1.1.11 "Building Code" shall mean collectively, the following, together with the reference standards incorporated therein: (a) the codes and standards set forth in the Kansas Department of Administration, Office of Facilities and Property Management ("**OFPM**") List of Applicable Codes (Form 110) ("**Form 110**"), as then in effect; (b) the Kansas Fire Prevention Code, K.S.A. 58-1301 et seq., as then in effect; (c) the 2018 International Building Code and the 2018 International Fire Code or, as to either, any later edition thereof listed in Form 110 or approved in writing by KSFA for the Team Facilities; (d) the State of Kansas Building Design and Construction Manual, as then in effect; and (e) such mechanical, plumbing, electrical, energy and accessibility codes and related reference standards as are approved in writing by KSFA for application to the Team Facilities; in each case of clauses (a) through (e), as interpreted by, and subject to such variances as may be granted by, the Secretary of Administration, acting through OFPM Design, Construction & Compliance, to the extent permitted by applicable law; and (f) the requirements of the applicable local jurisdiction with respect to work within local rights-of-way and connections to municipal utilities.

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

1.1.13 "Certificate of Occupancy" shall mean the certificate issued by the State or the applicable State agency or authority having jurisdiction, allowing legal occupancy of the Team Facilities as required by Applicable Law.

1.1.14 "Change Order" shall mean a written order directing a Contract Change which is signed by HQCo, the Construction Manager, and the Architect, as applicable, and authorized in accordance with Section 3.6 hereof.

1.1.15 "Change Request" shall mean a written request for a Contract Change.

1.1.16 "Chiefs" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.17 "CID" shall have the meaning ascribed to such term in the definition of "Excluded Incentives" in this Agreement.

1.1.18 "Club Guaranty" shall have the meaning ascribed to such term in the Stadium CCA.

1.1.19 "Commencement Deadline" shall have the meaning ascribed to such term in Section 2.4(a) hereof.

1.1.20 "Commencement of the Work" shall mean the commencement at the Team Facilities Site, pursuant to the executed GMP Contract and following issuance by HQCo of a full and unconditional notice to proceed thereunder, of material, physical construction of permanent structural or foundational components of the Team Facilities, which construction is thereafter diligently and continuously prosecuted toward Substantial Completion in accordance with the Master Project Schedule and Project Program Statement. Commencement of the Work shall not be deemed to have occurred unless: (i) the GMP Contract has been fully executed and become effective; (ii) the Team Facilities Site has been conveyed to KSFA; (iii) all permits and governmental approvals required to perform the applicable construction have been obtained; (iv) the payment and performance bonds and Project Insurance Policies required by this Agreement are in full force and effect; (v) HQCo has delivered to the State and KSFA certifications from HQCo, the Construction Manager and the Architect, as applicable, confirming that the foregoing conditions have been satisfied and that construction is scheduled to proceed absent a material financing-related suspension; and (vi) the State and KSFA have confirmed in writing that the conditions set forth in this definition have been satisfied, such confirmation not to be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, none of the following, individually or collectively, shall constitute Commencement of the Work: Pre-Construction Work; Preliminary Work; demolition; investigation; surveying; testing; remediation; site clearing; grading; excavation not constituting excavation for permanent Team Facilities' foundations; fencing; mobilization; installation of temporary facilities or utilities; staging; off-site fabrication or procurement; acquisition or storage of materials or equipment; Team Facilities Site acquisition; payment of Project Costs, whether by HQCo or the State; or any other preparatory, enabling or early work performed before issuance of the full notice to proceed under the GMP Contract. Neither Commencement of the Work nor any State or KSFA confirmation thereof shall, by itself, entitle HQCo to any payment unless all other applicable conditions under Sections 4.5 and 4.7 have been satisfied.

1.1.21 "Community Impact Agreement" shall mean that certain Community Impact Agreement by and between the State and, collectively TeamCo, StadCo, and HQCo, dated concurrently with this Agreement.

1.1.22 "Comparable NFL Team Facilities" shall mean the premier, first-class office headquarters and practice facilities of other NFL Teams, constructed as of the date hereof, known as (i) Baptist Health Training Complex in Miami Gardens, Florida, (ii) TCO Performance Center in Eagan, Minnesota, (iii) Intermountain Health Performance Center in Henderson, Nevada, and (iv) The Bolt in El Segundo, California, 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 of headquarters and practice facilities for NFL Teams; provided, however, that nothing herein shall require that the Team Facilities include any particular features or components that are included in any of the Comparable NFL Team Facilities unless such features or components are otherwise listed in the Project Program Statement.

1.1.23 "Conditions Precedent" shall mean those conditions precedent to the issuance of STAR Bonds as set forth in Section 4.5(d), except to the extent otherwise provided in Section 4.5(d).

1.1.24 "Construction Agreement" shall mean each contract, subcontract, purchase order, work order, letter agreement, equipment procurement agreement, fabrication agreement, supply agreement or other agreement or binding commitment, whether entered into before, on or after the Effective Date, relating to the design-assist, construction, demolition, remediation, site preparation, enabling work, equipping, fabrication, procurement, delivery, installation, testing, commissioning, repair, replacement or completion of any portion of the Team Facilities or the Work, including: (i) the GMP Contract; (ii) each agreement entered into by HQCo, the Construction Manager or any Affiliate of either with a Construction Provider; and (iii) each agreement providing for the furnishing of specially fabricated materials, equipment or systems, or other material equipment or systems to be incorporated into or used in connection with the Team Facilities (excluding ordinary-course supplies and components) specified in or required to satisfy the Project Program Statement or otherwise integral in constructing the Team Facilities in a first-class manner consistent with Comparable NFL Team Facilities; and (iv) each amendment, renewal, replacement, assignment or assumption of any of the foregoing. "Construction Agreement" shall not include an agreement solely for routine administrative services or ordinary-course consumable supplies that (A) has an aggregate value of less than $[•], (B) does not relate to a critical-path item or a material building system (it being understood that major items and systems expressly specified in the Project Program Statement are material, but ordinary-course supplies and components thereof are not material solely by reason of their incorporation therein), (C) does not create or affect any lien, warranty, indemnity, insurance, intellectual property, termination, assignment, or Step-In right relating to the Project, and (D) is not reasonably necessary for the State or KSFA to review in order to protect the completion, funding, ownership, operation or long-term value of the Team Facilities. No agreement shall be excluded from the definition of "Construction Agreement" based solely on its form, title or characterization. The State or KSFA may, upon written notice to HQCo, designate any Project-related agreement as a Construction Agreement if the State or KSFA reasonably determines that such agreement could materially affect Project Costs, the Team Facilities Budget, the Master Project Schedule, the quality or completion of the Work, the eligibility or use of Bond Proceeds, or any approval, audit, assignment, warranty, third-party beneficiary or Step-In right of the State or KSFA. For purposes of determining whether a dollar threshold has been satisfied, related agreements, purchase orders, work orders and amendments with the same or affiliated counterparties, or relating to the same scope of Work, shall be aggregated. HQCo shall not divide or structure any agreement or scope of Work for the purpose of avoiding the requirements applicable to Construction Agreements.

1.1.25 "Construction Documents" shall mean any document classified as a "Construction Document" under the GMP Contract. Final drawings, specifications and other instruments of professional service included within the Construction Documents and prepared for issuance for permit, final bidding or construction purposes shall be signed and sealed by the Architect, Architect's consultants or other applicable design professional responsible for preparing the same, in each case to the extent required by Applicable Law, the Building Code, applicable Governmental Authorities, the applicable permit application, the Architect Agreements or the GMP Contract.

1.1.26 "Construction Funds Trustee" shall mean, with respect to any series of STAR Bonds or other bonds or obligations issued or caused to be issued by or on behalf of the State to fund all or a portion of the Public Team Facilities Funding Commitment, the trustee, paying agent, depository, or other fiduciary (together with any co-trustee, separate trustee or successor trustee) appointed under the applicable Bond Documents to hold, invest, administer and disburse the Bond Proceeds on deposit in the Team Facilities Development Account or any corresponding bond fund, project fund, construction fund or other fund or account established under the applicable Bond Documents.

1.1.27 "Construction Manager" shall mean [•], a [•], or such other qualified, licensed construction manager having demonstrable experience in managing the construction of projects comparable in scope, scale and complexity to the Comparable NFL Team Facilities that is selected and approved in accordance with Section 3.2 hereof. The Construction Manager shall be a member of the Project Team, engaged by or on behalf of HQCo and shall not be an agent, employee, contractor or representative of the State or KSFA.

1.1.28 "Construction Provider" shall mean any Person, other than the Construction Manager, the Architect, any Architect's consultant, the Project Manager, or any other Person performing services under an Architect Agreement, that (i) is a direct party to a Construction Agreement with HQCo or the Construction Manager and that is responsible under such Construction Agreement for performing or furnishing a material portion of the construction, equipping, site work, enabling work, installation work, testing or commissioning of the Team Facilities, or furnishing of materials, equipment or systems to be incorporated into the Team Facilities, including any specified in or required to satisfy the Project Program Statement, or (ii) is a lower-tier subcontractor, supplier, fabricator or manufacturer whose work, materials, equipment or systems are material to the critical path, safety, structural integrity, code compliance, durability, or completion of the Team Facilities. For the avoidance of doubt, "Construction Provider" shall not include (A) any Person whose agreement is excluded from the definition of Construction Agreement, except to the extent such Person satisfies (ii) above, (B) any Person furnishing only routine professional, administrative, logistics, trucking, storage, rental, temporary utility or similar incidental services that are not material to the construction, safety or completion of the Team Facilities, except to the extent the Parties expressly agree in writing that such Person shall be treated as a Construction Provider for purposes of this Agreement or (C) any supplier or manufacturer solely by reason of issuing a Project Warranty, unless such supplier or manufacturer also furnishes a material building system or specially fabricated item for the Team Facilities. Each Construction Provider shall be a member of the Project Team engaged, directly or indirectly, by or on behalf of HQCo, and shall not be an agent, employee, contractor or representative of the State or KSFA.

1.1.29 "Contract Change" shall mean any change to the Work necessitating an adjustment to the Team Facilities Budget or a modification, alteration, addition, amendment or deletion to a Construction Agreement.

1.1.30 "Corrective Work" shall mean any Work necessary to correct Rejected Work or to repair or replace any damage to the Project caused by the construction of the Project.

1.1.31 "Corrective Work Costs" shall mean all out-of-pocket fees, costs and expenses whatsoever incurred by any of the Parties in connection with the performance of the Corrective Work.

1.1.32 "Cost Segregation Study" shall mean a cost segregation study, the cost of which shall be borne by HQCo, that shall be completed by an independent accounting firm with respect to the Project, and which shall identify the Qualifying Personal Property.

1.1.33 "Critical Delay" shall have the meaning ascribed to such term in Section 4.5(e)(v) of this Agreement.

1.1.34 "Default" shall mean any HQCo Default, State Default or KSFA Default.

1.1.35 "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.

1.1.36 "Default Interest" shall mean interest accruing at the Default Interest Rate.

1.1.37 "Definitive Documentation" shall mean, collectively, (i) this Agreement, (ii) the Stadium CCA, (iii) the Stadium Management Agreement, (iv) the Team Headquarters and Practice Facility Management Agreement, (v) the Non-Relocation Agreement, (vi) Team Facilities Non-Relocation Agreement (vii) the Community Impact Agreement, (viii) the Club Guaranty, (ix) the Master QAD Agreement, (x) the Stadium Land Transfer Agreement, and (xi) the Team Facilities Land Transfer Agreement.

1.1.38 "Definitive Documentation Conditions" shall mean satisfaction of each of the following conditions in a manner satisfactory to each Party in such Party's sole and absolute discretion, except as otherwise specified: (i) completion of all Definitive Documentation, (ii) receipt of written assurances from KDFA, reasonably satisfactory to HQCo, regarding the status and progress of the public approvals required for the issuance of the Bridge Financing Bonds and STAR Bonds, (iii) establishment of the STAR Bond District, including the setting of base year revenue, and (iv) all necessary NFL approvals of the Definitive Documentation.

1.1.39 "Definitive Documentation Outside Date" shall mean December __, 2026, the date that the obligations of the Parties shall become null and void unless the Definitive Documentation Conditions have all occurred and been satisfied as of such date, and subject to automatic extensions for successive thirty (30) day periods so long as the Parties are continuing to work in good faith to satisfy the Definitive Documentation Conditions.

1.1.40 "Delayed Public Amount" shall have the meaning ascribed to such term in Section 4.5(e)(iii) of this Agreement.

1.1.41 "Design Development Documents" shall mean any document classified as a "Design Development Document" under the Architect Agreements.

1.1.42 "Designated Public Representative" shall have the meaning ascribed to such term in Section 4.1(c) of this Agreement.

1.1.43 **"**Development Areas" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.44 "Development Plan" shall mean the detailed development plan for the Team Facilities prepared by the Team and approved by the State;

1.1.45 "Disbursement Account" shall have the meaning ascribed to such term in Section 4.7 of this Agreement.

1.1.46 "Dispute Notice" shall have the meaning ascribed to such term in Section 9.1(a) of this Agreement.

1.1.47 "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

1.1.48 "Eligible Costs" shall have the meaning ascribed to such term in Section 4.7 of this Agreement.

1.1.49 "Environmental Law" shall mean any applicable, or relevant and appropriate, statutes, ordinances, codes, bylaws, directives or other laws (including common law), any rules or regulations, orders, and any licenses, permits, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, now or hereafter in effect, relating to pollution, protection of the environment or natural resources, public or worker health and safety (to the extent relating to exposure to Hazardous Substances), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, management, treatment, storage, disposal, transportation, presence, remediation, cleanup, release or threatened release of, or exposure to, 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; the Occupational Safety and Health Act, as amended (to the extent relating to exposure to Hazardous Substances); the Kansas Storage Tank Act (K.S.A. 65-34,100 et seq.), as amended; and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority.

1.1.50 "Excess Funds" shall have the meaning ascribed to such term in Section 4.15 of this Agreement.

1.1.51 "Excluded Incentives" means (i) any amounts revenues, or bond proceeds dedicated or pledged to the Project or related development from any community improvement district formed pursuant to K.S.A. 12-6a26 *et seq.*, ("CID"), any transportation development district formed pursuant to K.S.A. 12-17,140 *et seq.*, ("TDD"), any tax increment financing redevelopment district formed pursuant to K.S.A. 12-1770 *et seq.*, or similar local incentive or financing district, except to the extent any such CID or TDD revenues or proceeds are

expressly pledged to STAR Bonds issued to support the Project, (ii) the value of any property tax or sales tax abatement or exemption applicable to the Project, or any portion thereof, (iii) the value of any benefits or tax credits provided to HQCo, TeamCo, or their respective Affiliates under the HPIP Program and (iv) the Public RMMO Funding Commitment.

1.1.52 "Final Completion" shall mean the (i) delivery by HQCo to KSFA and the State of a written certification from the Architect and the Construction Manager establishing that the Project is complete and that all Punch List Items and Corrective Work identified prior to final completion have been fully and completely performed in accordance with the Plans and Specifications and Project Program Statement, together with final waivers of lien and general releases from the Construction Manager and all Construction Providers required under the GMP Contract and (ii) receipt of a final Certificate of Occupancy for the Team Facilities.

1.1.53 "Final Completion Date" shall mean February 1, 2032, subject to Force Majeure Delay Periods.

1.1.54 "Final Review Period" shall have the meaning ascribed to such term in Section 4.7(a) of this Agreement

1.1.55 "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 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; unavailability of materials or equipment that cannot be mitigated through commercially reasonable substitute sourcing; strikes, labor disputes (except as described below); lock-outs (not caused or implemented by a Party); epidemics; pandemics; 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 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) 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), (iii) failure to obtain permits, approvals, or financing, except to the extent directly caused by a qualifying Force Majeure event or (iv) any event resulting from the negligence, willful misconduct or breach of this Agreement by the Party claiming Force Majeure.

1.1.56 "Force Majeure Delay Periods" shall mean, with respect to any particular occurrence of Force Majeure, that number of days of delay in the performance by HQCo, KSFA or the State, as applicable, of their respective obligations under this Agreement actually resulting from such occurrence of Force Majeure.

1.1.57 "Franchise" shall mean the franchise right granted by the NFL to TeamCo pursuant to which TeamCo owns and operates an NFL Team.

1.1.58 "Funding Milestone" shall have the meaning ascribed to such term in Section 4.5(e)(i) of this Agreement.

1.1.59 "Funding Shortfall" shall have the meaning ascribed to such term in Section 4.5(e)(iii) of this Agreement.

1.1.60 "GMP" shall mean the guaranteed maximum price for the construction of the Project as set forth in the GMP Contract, as may be adjusted from time to time in accordance with Section 3.6 hereof.

1.1.61 "GMP Contract" shall have the meaning ascribed to such term in Section 2.4(a) of this Agreement.

1.1.62 "GMP Execution Notice" shall have the meaning ascribed to such term in Section 2.4(b) of this Agreement.

1.1.63 "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 groups exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, in each case, whether now or hereafter in existence.

1.1.64 "Hazardous Substances" shall mean any substance, material, or waste that is listed, classified or regulated as hazardous or toxic or as a pollutant or contaminant pursuant to any Environmental Law, or that is otherwise regulated by or for which liability or standards of care may be imposed under Environmental Laws, including petroleum or petroleum products, radioactive materials, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, toxic mold, infectious or biohazardous or medical wastes or per- and polyfluoroalkyl substances.

1.1.65 "HQCo" shall have the meaning ascribed to such term in the Preamble of this Agreement.

1.1.66 "HQCo Capital Obligations" shall mean HQCo's obligations under this Agreement to provide capital funding for its respective portion of the Team Facilities Budget in accordance with Section 2.4(c) hereof.

1.1.67 "HQCo Default" shall mean any of the events described in Section 8.1 hereof.

1.1.68 "HQCo Remedial Work" shall have the meaning ascribed to such term in Section 5.3(a) of this Agreement.

1.1.69 "Initial Issuance Window" shall have the meaning ascribed to such term in Section 4.5(e) of this Agreement.

1.1.70 "Kansas Sports Facilities Authority Act" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.71 "KDFA" shall mean the Kansas Development Finance Authority.

1.1.72 "KSFA" shall have the meaning ascribed to such term in the preamble of this Agreement.

1.1.73 "KSFA Default" shall mean any of the events described in Section 8.2 hereof.

1.1.74 "KSFA Payment Breach" shall have the meaning ascribed to such term in Section 8.2(e) of this Agreement.

1.1.75 "KSFA Representative" shall mean the representative appointed by KSFA pursuant to Section 4.1 hereof.

1.1.76 "Lien Release Bond" shall have the meaning ascribed to such term in Section 4.14(b) of this Agreement.

1.1.77 "Losses" shall have the meaning ascribed to such term in Section 12.1 of this Agreement.

1.1.78 "Master Project Schedule" shall mean the schedule prepared by the Construction Manager pursuant to the GMP Contract that reflects the master schedule of the design, purchase, construction and development of the Project, the most current version of which is attached hereto as **Exhibit H**, as such schedule may be further modified, amended or supplemented in accordance with Section 3.3 hereof, provided, however, that any failure by HQCo to meet the target dates (other than Final Completion, Substantial Completion, and the milestone date for Commencement of the Work, subject to Force Majeure Delay Periods) shall not in and of itself constitute a HQCo Default.

1.1.79 "Master QAD Agreement" shall mean the agreement setting forth the terms for the construction and development of that portion of the Qualified Ancillary Development specifically set forth therein, which excludes, for the avoidance of doubt, the Team Headquarters and Practice Facility.

1.1.80 "Milestone Event" shall have the meaning ascribed to such term in Section 4.5(e)(i) of this Agreement.

1.1.81 "Milestone Funding Date" shall have the meaning ascribed to such term in Section 4.5(e)(ii) of this Agreement.

1.1.82 "Milestone Notice" shall have the meaning ascribed to such term in Section 4.5(e)(ii) of this Agreement.

1.1.83 "Minimum Requisition Threshold" shall mean, with respect to any Request for Disbursement, an amount equal to $500,000, it being understood that the Minimum Requisition Threshold may be satisfied by the aggregation of multiple invoices, payment requests or other amounts included in a single Request for Disbursement.

1.1.84 "MOU" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.85 "NFL" shall mean the National Football League, an unincorporated association, having an office and principal place of business at 345 Park Avenue, New York, New York 10154, and any successor or substitute association or entity of which the Team is a member or joint owner and which engages in professional football competition in a manner comparable to the National Football League.

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

1.1.87 "Nonpayment Event" shall have the meaning ascribed to such term in Section 4.7(j) of this Agreement.

1.1.88 "Non-Relocation Agreement" shall mean that certain Non-Relocation Agreement by and among the State, KSFA, and TeamCo, dated concurrently with this Agreement.

1.1.89 "Owner's Representative" shall have the meaning ascribed to such term in Section 4.1(f) of this Agreement.

1.1.90 "Party" or "Parties" shall have the meanings ascribed to such terms in the preamble of this Agreement.

1.1.91 "Payment Deliverable" shall have the meaning ascribed to such term in Section 4.7(j) of this Agreement.

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

1.1.93 "Plans and Specifications" shall mean the graphic and pictorial documents depicting the design, location and dimension of the Project, together with the written requirements for the materials, equipment, construction systems, standards and workmanship of the Project, including, without limitation, the Construction Documents, Design Development Documents and the Schematic Design Documents, in each case as approved, issued, amended, supplemented or modified from time to time in accordance with this Agreement and the applicable Project Agreements; provided, however, that in the event of any conflict, inconsistency or overlap among the Schematic Design Documents, Design Development Documents, Construction Documents or any other design or construction documents included in the Plans and Specifications, the latest approved or issued version of such documents shall control over any earlier version to the extent of such conflict, inconsistency or overlap.

1.1.94 "Practice Facility" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.95 "Pre-Construction Work" shall have the meaning ascribed to such term in Section 3.1 of this Agreement.

1.1.96 "Preliminary Work" shall mean the Pre-Construction Work, together with any site clearing, grading, excavation, fencing, mobilization, temporary facilities, staging activities and other preparatory or enabling work performed at, or directly serving, the Team Facilities Site in furtherance of the Project prior to or in connection with Commencement of the Work.

1.1.97 "Private Team Facilities Funding Commitment" shall mean all Project Costs and other costs necessary to complete the Project in accordance with this Agreement, the GMP Contract, the Plans and Specifications and the Project Program Statement, after taking into account the Public Team Facilities Funding Commitment. For clarity, the Private Team Facilities Funding Commitment shall fund all costs incurred by HQCo or any of their Affiliates that are not eligible for payment from the Public Team Facilities Funding Commitment, including, without limitation, all Project Cost Overruns, and any Corrective Work Costs attributable to the negligence, fault or failure to perform of HQCo or any member of the Project Team.

1.1.98 "Project" shall mean the design, development, acquisition, construction, equipping, furnishing, and delivery of the Team Facilities in accordance with the Team Facilities Budget and Project Program Statement, as may be modified in accordance with this Agreement.

1.1.99 "Project Agreements" shall mean the Architect Agreements and the Construction Agreements.

1.1.100 "Project Cost Overrun" shall mean any Project Costs incurred in excess of the Team Facilities Budget, including, without limitation, any such excess Project Costs related to Change Orders, Corrective Work Costs, and/or approved changes made to the Project Program Statement.

1.1.101 "Project Costs" shall mean all third party, out-of-pocket fees, costs and expenses incurred by or on behalf of HQCo or TeamCo, or any of their Affiliates, solely to the extent directly attributable to the Project and without markup or profit by HQCo, TeamCo, or any of their Affiliates (but including any fee, overhead, profit, or other markup payable to a member of the Project Team pursuant to the applicable Project Agreement), in connection with the evaluation, planning, acquisition, financing, design, development, construction, equipping, furnishing, permitting, opening and delivery of the Project, that are either (1) incurred during the period commencing on January 1, 2026, and ending immediately prior to the Effective Date or (2) incurred on or after the Effective Date and ending on the Final Completion Date, in each case, including, without limitation: (A) Team Facilities Acquisition Costs; (B) Team Facilities Infrastructure Costs; (C) costs incurred under or in connection with the Project Agreements; (D) all fees and sums paid to the Construction Manager or Architect, and other architectural, engineering, design, construction management, project management, environmental, insurance, and consulting costs; (E) Pre-Construction Work; (F) Preliminary Work; (G) Team Facilities FF&E; (H) costs of obtaining, maintaining, and complying with permits, approvals, licenses, and other governmental authorizations, if any, required under Applicable Law; and (I) any other costs included in the Team Facilities Budget or otherwise approved by the Parties in accordance with this Agreement in connection with the Work, but excluding (a) any fees, costs, or expenses of legal counsel, accountants, tax advisors, financial advisors, public finance advisors, or other similar corporate or transactional professionals retained by or on behalf of HQCo, TeamCo, or any of their

Affiliates, (b) any costs incurred for the Pre-Construction Work that have not been approved or deemed approved pursuant to Section 3.1, and (c) any Corrective Work Costs to the extent attributable to the negligence, fault, or failure to perform of HQCo or any member of the Project Team.

1.1.102 "Project Damage" shall mean any damage to, destruction of, or other physical loss affecting the Team Facilities and occurring prior to Substantial Completion of the Project.

1.1.103 "Project Insurance Policy" shall mean any policy of insurance required to be maintained pursuant to Section 6.1 or Section 6.2 hereof.

1.1.104 "Project Manager" shall mean Burns & McDonnell Engineering Company, Inc., a Missouri corporation, and any replacement or successor project management firm retained by HQCo.

1.1.105 "Project Payment" shall mean any payment for Project Costs disbursed from the Team Facilities Development Account in accordance with this Agreement.

1.1.106 "Project Program Statement" shall mean the project program statement attached hereto as **Exhibit J**, as may be modified upon mutual consent of the Parties.

1.1.107 "Project Status Report" shall have the meaning ascribed to such term in Section 4.18 of this Agreement.

1.1.108 "Project Team" shall mean those third-party companies retained by or on behalf of HQCo in connection with the design, development and construction of the Team Facilities in connection with the Project, including, without limitation: (i) the Architect; (ii) the Construction Manager; (iii) any Construction Providers contracting with the Construction Manager; and (iv) the Project Manager.

1.1.109 "Project Warranties" shall mean all warranties, express or implied, issued by the Construction Manager, a Construction Provider or a material supplier or manufacturer in connection with the Project.

1.1.110 "Public Master QAD Funding Commitment" shall mean the State's public funding commitment for the portion of the Qualified Ancillary Development specifically set forth in the Master QAD Agreement, as further established and documented therein.

1.1.111 "Public QAD Funding Commitment" shall mean the State's aggregate public funding commitment for the Qualified Ancillary Development as described in the Master QAD Agreement;

1.1.112 "Public RMMO Funding Commitment" shall have the meaning ascribed to such term in the Stadium Management Agreement.

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

1.1.114 "Public Team Facilities Funding Commitment" shall have the meaning ascribed to such term in Section 2.2(c) of this Agreement.

1.1.115 "Punch List Items" shall mean any incomplete, insubstantial Work consisting of minor construction details, mechanical adjustments or decorations, the non-completion of which does not materially interfere with the intended use.

1.1.116 "QAD Minimum Investment" shall mean the obligation of the Chiefs to complete and make operational not less than One Billion Dollars ($1,000,000,000) of Qualified Ancillary Development in the aggregate by December 31, 2038, as such date may be extended in accordance with the Master QAD Agreement.

1.1.117 "Qualified Ancillary Development" shall have the meaning ascribed to such term in the Recitals of this Agreement, and shall include the Team Facilities to the extent, and subject to the limitations, set forth in Section 2.6 hereof.

1.1.118 "Qualifying Personal Property" shall mean all property purchased and installed at the Team Facilities that is classified as personal property in accordance with GAAP and may be depreciated for federal income tax purposes at an accelerated rate in accordance with Applicable Law.

1.1.119 "Record Drawings" shall mean drawings prepared by the Architect, Construction Manager, Construction Provider or any of their representatives, reflecting the Project in its "as-built" condition, the cost of which shall constitute a Project Cost.

1.1.120 "Rejected Work" shall mean any Work that is rejected in writing by the Architect, the State, KSFA or HQCo because of non-conformance with the Plans and Specifications or the Project Program Statement, whether observed before or after Substantial Completion, but in no event later than the earlier of the termination or expiration of this Agreement.

1.1.121 "Representatives" shall have the meaning ascribed to such term in Section 4.1 hereof.

1.1.122 "Request for Disbursement" shall mean a certified request and affidavit by HQCo, substantially in the form set forth on **Exhibit D** hereto, (a) setting forth the amount requested to be disbursed, (b) certifying, among other things, that (x) HQCo has applied, or caused to be applied, the portion of Project Costs incurred to date necessary to maintain compliance with the Team Facilities Construction Ratio and (y) the information set forth in the sources-and-uses statement delivered pursuant to Section 4.7(b)(vi), if any, is true, correct and complete in all material respects, (c) including, as schedules thereto, those items enumerated in Section 4.7(b), and 4.7(d) requesting application of the Public Team Facilities Funding Commitment from the Team Facilities Development Account for the payment of Project Costs, which Request for Disbursement, together with the certifications and supporting materials accompanying the same, shall constitute the certification of Qualified Ancillary Development costs for purposes of the Tier 1 Funding Commitment.

1.1.123 "Review Period" shall have the meaning ascribed to such term in Section 4.7(a) of this Agreement.

1.1.124 "RMMO Fund" shall have the meaning ascribed to such term in the Stadium Management Agreement.

1.1.125 "Sales-Tax-Generating Components" shall have the meaning ascribed to such term in the Master QAD Agreement and MOU.

1.1.126 "Schematic Design Document" shall mean any document classified as a "Schematic Design Document" under the Architect Agreements.

1.1.127 "Secretary" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.128 "Site" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.129 "StadCo" shall have the meaning ascribed to such term in the Stadium CCA.

1.1.130 "Stadium" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.131 "Stadium CCA" shall have the meaning ascribed to such term in Recitals of this Agreement.

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

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

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

1.1.135 "Stadium Site" shall have the meaning ascribed to such term in the Stadium CCA.

1.1.136 "STAR Bond District" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.137 "STAR Bonds" shall mean special obligation revenue bonds issued pursuant to K.S.A. 12-17,160 *et seq*.

1.1.138 "State" shall have the meaning ascribed to such term in preamble of this Agreement.

1.1.139 "State Default" shall mean any of the events described in Section 8.3 hereof.

1.1.140 "State Expenses" shall mean the reasonable and documented out-of-pocket fees, costs and expenses incurred by or on behalf of KSFA or the State that are either (1) incurred during the period commencing on January 1, 2026 and ending immediately prior to the Effective Date, or (2) incurred on or after the Effective Date and ending on the Final Completion Date, in each case, solely to the extent constituting fees, costs and expenses incurred in connection with the State Representative, the KSFA Representative, the Designated Public Representative, and the Owner's Representative, plus any other architectural, engineering, design, construction management, project management, environmental, insurance and/or related technical consulting costs incurred by the State. For the avoidance of doubt, State Expenses shall not include legal, accounting, tax, bond counsel, underwriting, issuance, or public finance-related costs. State Expenses shall not constitute Project Costs.

1.1.141 "State Expenses Account" shall mean a separate, segregated, interest-bearing sub-account established and maintained by KSFA for the payment of State Expenses in accordance with Section 4.10 of the Stadium CCA.

1.1.142 "State Expenses Allocation" shall have the meaning ascribed to such term in the Stadium CCA.

1.1.143 "State Payment Breach" shall have the meaning ascribed to such term in Section 8.3 of this Agreement.

1.1.144 "State Representative" shall mean the representative appointed by the State pursuant to Section 4.1 hereof.

1.1.145 "Step-In" shall have the meaning ascribed to such term in Section 8.4(d) of this Agreement.

1.1.146 "Structure Chart" shall have the meaning ascribed to such term in Section 10.3(l) of this Agreement.

1.1.147 "Substantial Completion" shall mean the delivery by HQCo to the State and KSFA of (i) a Substantial Completion Certificate which certifies that except for Punch List Items, the Project has been completed in accordance with the Plans and Specifications and the Project Program Statement and describes in reasonable detail such Punch List Items, (ii) [a temporary Certificate of Occupancy for the Project] and (iii) conditional waivers of lien and general releases from all Construction Providers.

1.1.148 "Substantial Completion Certificate" shall mean a written certification from Architect to the State, HQCo, KSFA and the Construction Manager as to the completion status of the Project.

1.1.149 "Substantial Completion Date" shall mean [August 1, 2031], subject to Force Majeure Delay Periods.

1.1.150 "TDD" shall have the meaning ascribed to such term in the definition of "Excluded Incentives" in this Agreement.

1.1.151 "Team" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.152 "Team Facilities" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.153 "Team Facilities Acquisition Costs" shall mean all costs and expenses incurred in connection with the acquisition, conveyance, title, survey, zoning, diligence and transfer of the Team Facilities Site or any real property interests, easements, access rights or other property rights expressly required for, and primarily serving, the Team Facilities, including purchase price, deposits, option payments, broker fees, title premiums and charges, survey costs, escrow charges, transfer taxes, recording fees, legal fees, consultant fees, diligence costs and other reasonable and documented transaction costs directly related to the acquisition and transfer of the Team Facilities Site; provided, however, that Team Facilities Acquisition Costs shall not include any costs paid or eligible to be paid, under the Stadium CCA or the Master QAD Agreement.

1.1.154 "Team Facilities Budget" shall mean the total budget for the Project of [Three Hundred Million] Dollars ($[300,000,000]), as set forth on **Exhibit C**, which may be modified only in accordance with this Agreement (including Section 3.6).

1.1.155 "Team Facilities Construction Ratio" shall have the meaning ascribed to such term in Section 4.6(a) of this Agreement.

1.1.156 "Team Facilities Development Account" shall mean one (1) or more interest-bearing accounts maintained by KSFA, the Construction Funds Trustee or any other approved depository for the receipt, holding, tracking, investment and disbursement of Bond Proceeds or other amounts comprising the Public Team Facilities Funding Commitment for the payment of Project Costs, in accordance with Section 4.4 and Section 4.7 hereof, including any bond fund, project fund or construction fund established for the deposit and application of such amounts.

1.1.157 "Team Facilities FF&E" shall mean all furniture, fixtures, equipment, furnishings, machinery, installations and other tangible personal property procured or acquired for the Team Facilities and included in the Team Facilities Budget, together with all additions, replacements and substitutions therefor, but excluding (a) any office furniture and equipment, including, without limitation, computers, desks, chairs, artwork, and office-related kitchen appliances or equipment; (b) merchandise, inventory and team football equipment, including, without limitation, team training, medical and athletic equipment; and (c) any property not included in the Team Facilities Budget.

1.1.158 "Team Facilities Infrastructure" shall mean access roads, parking areas, site access improvements, site preparation improvements, Team Facilities-serving utility connections and other infrastructure or enabling improvements that (i) are expressly identified in the Team Facilities Budget or Project Program Statement, (ii) are reasonably necessary to construct, obtain permits for, achieve occupancy of, or operate the Team Facilities in accordance with the Project Program Statement and Applicable Law, and (iii) primarily and directly serve the Team Facilities. For the avoidance of doubt, Team Facilities Infrastructure shall not include regional

system upgrades, community-wide capacity improvements, off-site public infrastructure, utility system expansions or other improvements not primarily serving the Team Facilities, or any infrastructure primarily servicing ancillary development or other private development, unless such improvements are separately agreed by the Parties in writing and specifically included in the Team Facilities Budget or Project Program Statement. To the extent any infrastructure or improvement serves both the Team Facilities and any ancillary development, only the portion reasonably and equitably allocable to the Team Facilities, based on actual or reasonably anticipated use, capacity or benefit, shall constitute Team Facilities Infrastructure; provided that any infrastructure or improvement specifically included in the Team Facilities Budget or Project Program Statement, as the same may be amended pursuant to this Agreement, shall be treated as allocable to the Team Facilities.

1.1.159 "Team Facilities Infrastructure Costs" shall mean the reasonable, documented and direct capital costs of designing, permitting, acquiring, constructing, relocating, modifying and initially commissioning Team Facilities Infrastructure, to the extent such costs are expressly included in the Team Facilities Budget or Project Program Statement or otherwise approved by the Parties in writing.

1.1.160 "Team Facilities Land Transfer Agreement" shall have the meaning ascribed to such term in Section 7.2(a) of this Agreement.

1.1.161 "Team Facilities Non-Relocation Agreement" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.162 "Team Facilities QAD Cap" shall mean Three Hundred Million Dollars ($300,000,000), being the maximum amount of certified Project Costs that the Chiefs may allocate to the Team Facilities and count toward the QAD Minimum Investment and the Tier 1 Funding Commitment, irrespective of any Project Cost Overruns.

1.1.163 "Team Facilities Site" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.164 "Team Headquarters" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.165 "Team Headquarters and Practice Facility Management Agreement" shall have the meaning ascribed to such term in the Recitals of this Agreement.

1.1.166 "TeamCo" shall have the meaning ascribed to such term in Recitals of this Agreement.

1.1.167 "Term" shall have the meaning ascribed to such term in Section 2.5 of this Agreement.

1.1.168 "Tier 1 Funding Commitment" shall have the meaning ascribed to such term in the Master QAD Agreement.

1.1.169 "Total Funded Project Costs" shall mean, as of the applicable calculation time, the aggregate amount of Project Costs previously paid or funded through the application of the Public Team Facilities Funding Commitment and the Private Team Facilities Funding Commitment, together with all additional Project Costs proposed to be paid in connection with the applicable disbursement.

1.1.170 "Trustee Verification Period" shall have the meaning ascribed to such term in Section 4.7(g).

1.1.171 "Work" shall mean construction activities and physical preparatory, enabling, equipping, furnishing, and site-related activities related to the Project.

1.3 Additional Definitions. Any other capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Stadium CCA or, if not defined therein, in the Team Headquarters and Practice Facility Management Agreement or the Stadium Management Agreement, as applicable and as the context may require.

1.4 Exhibits and Schedules.

The following exhibits and schedules are attached to and made a part of this Agreement:

Exhibit A – STAR Bond District
Exhibit B – Team Facilities Site
Exhibit C – Team Facilities Budget
Exhibit D – Request for Disbursement
Exhibit E – Construction Manager's and Architect's Certificate
Exhibit F – Construction Manager's Insurance Requirements
Exhibit G-1 – [HQCo Legal Opinion]
Exhibit G-2 – [State Legal Opinion]
Exhibit G-3 – [KSFA Legal Opinion]
Exhibit G-4 – [Additional Legal Opinion]
Exhibit H – Master Project Schedule
Exhibit I – Reserved
Exhibit J – Project Program Statement
Exhibit K – Structure Chart of HQCo
Exhibit L – [Reserved]
Exhibit M – Form of Assignment
Exhibit N – Form of Limited Joinder and Consent of Construction Funds Trustee
Exhibit O – Team Facilities Land Transfer Agreement
Schedule 3.1 – Pre-Construction Agreements
Schedule 3.2 – Prime Consultants

ARTICLE 2 DEVELOPMENT ACTIVITIES

2.1 Development Generally. Subject to the terms and conditions of this Agreement, including compliance with the Project Program Statement, the scheduling of Work in accordance with the Master Project Schedule, the limitations set forth in the Team Facilities Budget and the

general scope of services set forth in the GMP Contract, the Parties shall endeavor in good faith to design, develop and construct the Project in a first-class manner as contemplated in this Agreement, so as to be generally comparable in overall quality and features to the Comparable NFL Team Facilities.

2.2 Obligations of the State. In addition to the other obligations of the State set forth in this Agreement, but subject to the terms and conditions set forth herein, the State shall:

(a) cause the issuance of the initial series of STAR Bonds, the Bond Proceeds of which are to be applied to fund any portion of the Public Team Facilities Funding Commitment (as hereinafter defined), within ninety (90) days following the execution of the GMP Contract and upon the satisfaction, or waiver, if applicable, of the Conditions Precedent set forth in Section 4.5(d);

(b) elect whether to issue any additional series of STAR Bonds, and/or other bonds or obligations in accordance with Section 4.5 hereof, the number and frequency of which shall be determined by the State in its sole discretion, subject to the timing requirements set forth in Section 4.5(e), and otherwise subject to the advice of its financial advisors and the KDFA;

(c) within ninety (90) days following the execution of the GMP Contract, deposit or cause to be deposited into the Team Facilities Development Account the applicable Bond Proceeds from the initial issuance of STAR Bonds, and thereafter, the applicable Bond Proceeds from additional issuances of STAR Bonds and/or other bonds or obligations issued or caused to be issued on behalf of the State, the timing, number, and frequency of which shall be determined by the State in its sole discretion, subject to the timing requirements set forth in Section 4.5(e), and otherwise subject to the advice of its financial advisors and in consultation with KDFA, which Bond Proceeds and other amounts on deposit in the Team Facilities Development Account shall, in the aggregate, total an amount equal to the lesser of (i) sixty percent (60%) of the Team Facilities Budget, and (ii) One Hundred Eighty Million Dollars ($180,000,000), for the development of the Project (the "**Public Team Facilities Funding Commitment**"), subject to the requirements of Section 4.4 and Section 4.5 hereof; provided, however, that: (i) each dollar of the Public Team Facilities Funding Commitment disbursed hereunder shall be credited against, and shall reduce on a dollar-for-dollar basis, the amount of the Tier 1 Funding Commitment otherwise available for other Qualified Ancillary Development under the Master QAD Agreement, so that the State's aggregate payments in respect of the Tier 1 Funding Commitment under this Agreement and the Master QAD Agreement shall not exceed Three Hundred Million Dollars ($300,000,000); (ii) the amount the State is required to deposit into the Team Facilities Development Account shall be reduced by any amounts that the Parties agree in writing are applied to pay Project Costs and credited against the Public Team Facilities Funding Commitment; (iii) the Public Team Facilities Funding Commitment shall not include, and shall not be reduced, offset, or satisfied by, any Excluded Incentives; (iv) for the avoidance of doubt, the State shall not be required to fund the full Public Team Facilities Funding Commitment within ninety (90) days following execution of the GMP Contract, and the timing of subsequent deposits shall be governed by Section 4.5(e), and (v) in no instance shall the State be responsible for any Project Costs that, or other costs that, exceed the Public Team Facilities Funding Commitment (including Project Cost Overruns), all of which shall be funded by HQCo as part of the Private Team Facilities Funding Commitment;

(d) work in good faith with HQCo and KSFA to support expedited permitting and review processes, if any, required under Applicable Law for the Project;

(e) appoint a State Representative with respect to the Project in accordance with Section 4.1 hereof, and coordinate with KSFA to designate the Designated Public Representative and jointly select the Owner's Representative;

(f) coordinate with HQCo and KSFA to obtain, as outlined under the Kansas Sports Facilities Authority Act, any applicable sales tax exemption on tangible personal property or services purchased in conjunction with the constructing, equipping, and furnishing of the Team Facilities, consistent with industry standards and subject to Applicable Law and approval by the relevant Governmental Authorities, including requesting and obtaining the applicable exemption certificate from the Kansas Department of Revenue;

(g) cooperate with HQCo to seek or support any necessary waivers, exemptions, legislation, or authorizations under applicable procurement laws to ensure that construction, acquisition, and contracting activities related to the Project are carried out through or by HQCo or its designee to the fullest extent permitted by law and subject, in all cases, to KSFA's procurement obligations under the Kansas Sports Facilities Authority Act; and

(h) pay, or cause to be paid, any incremental Project Costs or Project Cost Overruns, solely to the extent caused as a result of a Change Request required to be funded by the State pursuant to Section 3.7 hereof; provided, however, that the State shall not be responsible for (i) costs or expenses that would have been incurred regardless of such Change Request, (ii) Project Cost Overruns not directly caused by such Change Request or (iii) costs attributable to HQCo's or any Project Team member's errors, omissions, negligence, or delay.

2.3 Obligations of KSFA. In addition to the other obligations of KSFA set forth in this Agreement, but subject to the terms and conditions set forth herein, KSFA shall:

(a) receive, apply, and manage the Bond Proceeds in accordance with Sections 4.4, 4.5, 4.6, 4.7, and 4.8 hereof, as applicable;

(b) establish and maintain, or cause the Construction Funds Trustee to establish and maintain, the Team Facilities Development Account and accept, hold, track and disburse (or cause the Construction Funds Trustee to disburse) the Public Team Facilities Funding Commitment and any earnings thereon in accordance with Sections 4.4, 4.6, and 4.7 hereof;

(c) approve and oversee all Project construction in accordance with the terms herein;

(d) appoint a KSFA Representative with respect to the Project in accordance with Section 4.1 hereof, and coordinate with the State to designate the Designated Public Representative and jointly select the Owner's Representative;

(e) coordinate with HQCo and the State to obtain, as outlined under the Kansas Sports Facilities Authority Act, any applicable sales tax exemption on tangible personal property or services purchased in conjunction with the constructing, equipping, and furnishing of the Team

Facilities, consistent with industry standards and subject to Applicable Law and approval by the relevant Governmental Authorities, including requesting and obtaining the applicable exemption certificate from the Kansas Department of Revenue;

(f) work in good faith with HQCo and the State to support expedited permitting and review processes if any, required under Applicable Law for the Project; and

(g) pay, or cause to be paid, any incremental Project Costs or Project Cost Overruns solely to the extent caused as a result of a Change Request required to be funded by KSFA pursuant to Section 3.7 hereof.

2.4 Obligations of HQCo

In addition to the other obligations of HQCo set forth in this Agreement, but subject to the terms and conditions set forth herein, HQCo shall:

(a) cause Commencement of the Work to occur no later than December 31, 2028 (the "**Commencement Deadline**"), subject to any applicable schedule relief described in Section 4.5(d), and, in furtherance thereof, enter into a guaranteed maximum price ("**GMP**") construction contract with the Construction Manager (the "**GMP Contract**", as the same may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement) in accordance with the terms of this Agreement, the Master Project Schedule, and prior to the Commencement of the Work, provided that Pre-Construction Work, Preliminary Work, Team Facilities Acquisition Costs, Team Facilities Infrastructure Costs and other Project Costs not required to be performed under the GMP Contract may be incurred prior to execution of the GMP Contract in accordance with this Agreement;

(b) provide the Designated Public Representative with at least ninety (90) days' prior written notice of its anticipated execution of the GMP Contract (the "**GMP Execution Notice**"), which HQCo shall present at the first Biweekly Meeting following its delivery and which shall be subject to review in accordance with Section 4.5(e)(ii), and promptly notify the Designated Public Representative in writing of any change in the anticipated timing of such execution; provided, however, that HQCo shall not execute the GMP Contract before the expiration of such 90-day period without the State's prior written consent, which may be granted or withheld in the State's reasonable discretion, in consultation with KDFA (it being understood that withholding such consent to allow sufficient time to evaluate and coordinate the Parties' ability to satisfy their respective obligations under this Agreement shall be deemed reasonable); provided further that if HQCo executes the GMP Contract before the expiration of such period without such consent, or without delivering a GMP Execution Notice, then, solely for purposes of determining the timing of the initial issuance of STAR Bonds and the deposit of the related Bond Proceeds, and any rights or remedies arising therefrom, the GMP Contract shall be deemed executed on the date that is ninety (90) days after (i) delivery of the GMP Execution Notice (or, if later, HQCo's provision of any supporting information requested pursuant to Section 4.5(e)(ii)) or (ii) if no GMP Execution Notice was delivered, delivery of written notice of such execution to the Designated Public Representative;

(c) pay, or cause to be paid, all Project Costs incurred prior to the availability or application of Bond Proceeds for Project Payments; provided, that HQCo's payment of Project Costs prior to the availability or application of Bond Proceeds shall not waive, reduce or otherwise limit HQCo's right to payment, recovery or damages under Sections 4.5(e)(v), 8.4(c), or otherwise under this Agreement;

(d) provide, to the extent required pursuant to Section 4.5(d)(iii) in connection with the applicable issuance and subject to NFL rules, regulations, and approvals, (i) the Club Guaranty, which shall guarantee HQCo's obligation to fund the Private Team Facilities Funding Commitment, and (ii) such additional assurances as may be reasonably required by KDFA, in consultation with the bond underwriters it has retained, in a form mutually agreed upon by HQCo, the State and KDFA, in each case demonstrating sufficient capacity to fund the Private Team Facilities Funding Commitment;

(e) submit a Request for Disbursement with respect to each Project Payment to be made, in accordance with the procedures set forth in Section 4.7 hereof;

(f) pay, or cause to be paid, all Project Cost Overruns, except to the extent such Project Cost Overruns are required to be funded by the State or KSFA pursuant to Section 3.7 hereof;

(g) cause the design and construction of the Project to proceed with diligence in accordance with the Master Project Schedule and through the Final Completion of the Project, subject to Force Majeure and any extensions or delays permitted by this Agreement;

(h) cause the Project Team to design the Project in accordance with the Architect Agreements and the Project Program Statement and in general conformance with the Development Plan, in each case subject to the approval and oversight rights of KSFA expressly set forth in this Agreement;

(i) select and contract with (or cause the Construction Manager or its lower tier subcontractors to contract with) the Construction Providers in accordance with Article 3 ;

(j) comply with its Project reporting requirements detailed in Section 4.18 hereof;

(k) provide Record Drawings to the State and KSFA;

(l) cause Project Damage, if any, to be repaired, restored and replaced in accordance with Article 5 ;

(m) furnish the other Parties with all necessary access to the Team Facilities for the purpose of carrying out their respective obligations hereunder in accordance with the Master Project Schedule;

(n) furnish the State and KSFA with copies of all material plans, specifications, drawings and other materials, regardless of whether such materials are in a written or electronic format, with respect to the development, design or construction of the Team Facilities, including,

without limitation, true, correct and complete copies of all Project Agreements entered into by HQCo, the Construction Manager, or the Architect and, as to any other Project Agreement, to the extent in HQCo's possession or control or obtainable by HQCo upon request;

(o) provide, or cause the Construction Manager to provide, a field office at the Team Facilities Site (with reasonable access to water, electric, telephone and Internet service) for use by the Designated Public Representative or the Owner's Representative, as applicable, and any State and KSFA personnel during site visits, meetings and inspections; provided that HQCo shall not be required to provide separate field offices or duplicative facilities for the State Representative, KSFA Representative, and Owner's Representative unless otherwise agreed to by HQCo and included in the Team Facilities Budget;

(p) pay all other HQCo Capital Obligations;

(q) appoint a representative with respect to the Project in accordance with Section 4.1 hereof;

(r) in conjunction with the Architect and the Construction Manager, and their lower tier subcontractors and consultants, be responsible for soliciting, procuring and contracting with (or causing the Architect, the Construction Manager or other Construction Providers or their lower tier subcontractors and consultants to contract with) all Construction Providers performing work in accordance with the Plans and Specifications and Applicable Law including, without limitation, the Kansas Sports Facilities Authority Act;

(s) cause all Architect Agreements, Construction Agreements and other material contracts relating to the Project and entered into by HQCo to be procured and entered into on an arm's-length basis and on commercially reasonable terms, and obtain the prior written approval of the State prior to entering into any such contract with an Affiliate of HQCo, TeamCo or their respective owners or principals; and further cause the GMP Contract to require that the Construction Manager award its subcontracts and trade contracts through a competitive bidding or procurement process on commercially competitive terms, and that any such subcontract or trade contract awarded to an Affiliate of the Construction Manager be subject to that same process;

(t) use commercially reasonable efforts, to the extent within HQCo's reasonable control and consistent with the Master Project Schedule, Project Program Statement, Team Facilities Budget and Applicable Law, to minimize material negative effects on traffic and neighboring properties and businesses surrounding the Team Facilities Site during construction and development of the Project, provided that nothing in this clause shall require HQCo to undertake off-site traffic mitigation, utility or infrastructure improvements, or other public improvements not expressly included in the Team Facilities Budget or Project Program Statement unless separately agreed in writing by the Parties;

(u) be responsible for procuring, or facilitating the procurement of, all Team Facilities FF&E, subject to the procurement obligations under the Kansas Sports Facilities Authority Act and the Parties' mutual intent to structure such procurement and construction activities in a manner that ensures the effective and efficient procurement of goods and services.

For the avoidance of doubt, all Team Facilities FF&E shall be included in, and constitute part of, the Team Facilities Budget;

(v) work in good faith with the State and KSFA to support expedited permitting and review processes for the Project, if any, required under Applicable Law; and

(w) within six (6) months after Final Completion, and at such other times as the State may reasonably request, certify to the State, in form acceptable to the State, (i) the aggregate Project Costs paid, (ii) the aggregate Public Team Facilities Funding Commitment disbursed and (iii) the amount of Project Costs counted toward the QAD Minimum Investment (not to exceed the Team Facilities QAD Cap), which certification shall be binding on the Chiefs for purposes of the Master QAD Agreement;

2.5 Term and Termination. The term of this Agreement, unless sooner cancelled or terminated in accordance with the terms and conditions hereof, shall commence on the Effective Date and continue through the later of (i) the Final Completion of the Project and (ii) the fulfillment of the Parties' respective obligations hereunder (the "**Term**"), at which time the Parties shall execute a document memorializing the termination of this Agreement.

2.6 Qualified Ancillary Development; Tier 1 Credit. The Parties acknowledge and agree as follows with respect to the Team Facilities and the Qualified Ancillary Development:

(a) The Team Facilities constitute Qualified Ancillary Development and shall be funded as part of the Tier 1 Funding Commitment. The design, development, construction and operationalization of the Team Facilities in accordance with this Agreement shall constitute a portion of the Qualified Ancillary Development required to satisfy the QAD Minimum Investment; provided, however, that the Team Facilities shall collectively qualify for no more than the Team Facilities QAD Cap for purposes of satisfying the QAD Minimum Investment and the Tier 1 Funding Commitment, irrespective of actual Project Costs or any Project Cost Overruns. All Project Costs in excess of the Team Facilities QAD Cap shall be funded solely by HQCo as part of the Private Team Facilities Funding Commitment without credit toward the QAD Minimum Investment, whether or not such Project Costs constitute Project Cost Overruns.

(b) Reserved.

(c) The Team Facilities will be located within Johnson County, Kansas, and the amount of Qualified Ancillary Development for which the Team Facilities qualify under Section 2.6(a) (not to exceed the Team Facilities QAD Cap) shall be credited toward the minimum of $325,000,000 of Qualified Ancillary Development required under the Master QAD Agreement to be located within Johnson County, and, without duplication, an amount equal to the lesser of (i) one-twelfth (1/12) the amount of Qualified Ancillary Development for which the Team Facilities qualify under Section 2.6(a) (not to exceed the Team Facilities QAD Cap), and Twenty-Five Million Dollars ($25,000,000), shall be credited toward the minimum amount of Sales-Tax-Generating Components of Qualified Ancillary Development required under the Master QAD Agreement.

(d) Commencement of the Work shall occur no later than the Commencement Deadline, and HQCo shall use commercially reasonable efforts to complete and make operational

the Team Facilities by the start of the 2031-2032 NFL season, being the Substantial Completion Date, in each case as more fully set forth in Article 3 hereof and subject to Force Majeure Delay Periods and any extensions permitted under this Agreement.

(e) Nothing in this Agreement shall be construed to reduce, modify or otherwise limit the obligations of HQCo under the Master QAD Agreement with respect to the balance of the Qualified Ancillary Development, including the QAD Minimum Investment.

ARTICLE 3 PROJECT CONSTRUCTION AND DESIGN

3.1 Pre-Construction Work. HQCo may enter into certain pre-construction agreements, subject to the State's approval, not to be unreasonably withheld, conditioned, or delayed, in connection with the provision of certain pre-construction services related to architectural design, engineering, surveying, environmental and Building Code compliance as required under Applicable Law, Americans with Disabilities Act compliance, site investigation, and construction planning (collectively, the "**Pre-Construction Work**"). The costs of the Pre-Construction Work pursuant to a pre-construction agreement approved or deemed approved under this Section 3.1 shall constitute Project Costs to the extent incurred in accordance with such agreement and subject to the documentation and review requirements of Section 4.7, and shall be included in the Team Facilities Budget; provided, that nothing herein shall increase the Public Team Facilities Funding Commitment. To the extent incurred before Bond Proceeds are available for disbursement, such costs shall be paid initially by HQCo, subject to subsequent payment from an applicable Disbursement Account in accordance with Section 4.7 and the applicable Bond Documents. Notwithstanding the foregoing, the Parties acknowledge and agree that the pre-construction agreements identified on Schedule 3.1 were entered into prior to the Effective Date and are hereby deemed approved by the State and KSFA for purposes of this Agreement, including for purposes of Section 4.7 and the definition of Project Costs. HQCo shall provide true, correct and complete copies of the pre-construction agreements identified on Schedule 3.1 to the State and KSFA promptly following the Effective Date, to the extent not previously provided. Any material amendment, replacement or renewal of any pre-construction agreement identified on Schedule 3.1 entered into after the Effective Date shall be subject to the approval rights, if any, expressly applicable under this Agreement.

3.2 Architect Agreements; Engagements.

(a) Concurrently with the execution of this Agreement, HQCo shall provide KSFA and the State with true, correct and complete copies of the Architect Agreements entered into prior to the date hereof. None of the Architect Agreements shall be amended, terminated or otherwise modified without the approval of KSFA and the State, which approval shall not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, amendments, terminations or modifications, that do not materially increase Project Costs, materially affect the Master Project Schedule, materially modify the Project Program Statement, materially impair KSFA's or the State's third-party beneficiary or assignment rights or materially affect the quality or life cycle of the Team Facilities shall not require separate approval under this Section 3.2. Each of the Architect Agreements entered into by HQCo shall grant third party beneficiary status to KSFA and the State and permit the assignment thereof to KSFA, the State or their designees without the need to obtain the consent from the other party or parties to such agreement. Each

Architect Agreement entered into by HQCo shall also provide that, upon any termination of such Architect Agreement or of the Architect's engagement thereunder (whether or not for cause), the Architect shall assign to the owner thereunder (or its designee, including the State, KSFA or their designee as assignee of such Architect Agreement) any or all sub-consultant agreements the owner elects in writing to accept, and shall cause each such sub-consultant agreement to permit such assignment without the sub-consultant's consent. In connection with each Architect Agreement, HQCo shall deliver an assignment and consent substantially in the form attached hereto as **Exhibit M**.

(b) Prior to selecting or engaging (or allowing the Construction Manager or the Architect to select or engage) any other Person to serve as an additional or replacement Construction Manager or as an additional or replacement Architect in conjunction with the Project, HQCo shall submit to the other Parties for their approval (which approval shall not be unreasonably withheld or delayed in excess of fifteen (15) days), such Person's name, references, qualifications, financial statements or similar financial information and other information as such other Parties shall reasonably request. Without limiting the generality of the foregoing, the selection and engagement of any Person to serve as a replacement or additional Construction Manager or Architect shall be done in accordance with Applicable Law. Notwithstanding the foregoing, KSFA and the State consent to and agree that the Architect has permission to retain the architect and engineering companies specified on Schedule 3.1 and Schedule 3.2 in connection with sub-contracting certain pre-construction and construction related services with respect to the Project; provided that such retention and all such subcontracting shall be subject to the applicable hiring requirements set forth in Section [24.1] of the Team Headquarters and Practice Facility Management Agreement. For the avoidance of doubt, the GMP Contract shall be governed by Section 3.5. The Construction Manager may be retained under either the GMP Contract or an earlier, preconstruction agreement, or both, as applicable; but in all cases, the selection and engagement procedures of this Section 3.2(b) shall apply to any additional or replacement Construction Manager regardless of the form of its agreement.

3.3 Master Project Schedule. HQCo has caused the Construction Manager, in consultation with the Architect and the other Parties, to prepare the Master Project Schedule, the most current version of which is attached hereto as **Exhibit H**. The Parties acknowledge and agree that the Master Project Schedule has been prepared such that: (i) the Project shall achieve Substantial Completion by no later than the Substantial Completion Date; and (ii) the Project shall achieve Final Completion by no later than the Final Completion Date, each of (i) and (ii) above subject to Force Majeure. HQCo may make routine sequencing updates that do not materially affect any critical path, Commencement of the Work, Substantial Completion, Final Completion, public interfaces, the Project Program Statement, the Team Facilities Budget or the Public Team Facilities Funding Commitment, upon prior notice to the State and KSFA for review and comment; provided that the State and KSFA may object within five (5) Business Days if any such update would reasonably be expected to materially affect any of the foregoing. Any other material amendment, including any change to Commencement of the Work, Substantial Completion or Final Completion, shall require the prior written approval of the State and KSFA, which approval shall not be unreasonably withheld, conditioned or delayed.

3.4 Plans and Specifications.

(a) Pursuant to the terms and conditions of the Architect Agreements, HQCo shall cause the Architect, to prepare the Plans and Specifications in accordance with the Master Project Schedule, the Project Program Statement, and the Building Code. Without limiting the rights of any Party pursuant to the Architect Agreements, each Party and their respective consultants shall have the right to review and approve the Plans and Specifications at the design milestones set forth in the Master Project Schedule, as well as any material modifications or amendments thereof, in accordance with the Master Project Schedule, such approval not to be unreasonably withheld, conditioned or delayed. Each subsequent design phase shall remain substantially consistent with the previously approved Plans and Specifications and Project Program Statement, and approval of any design milestone shall not constitute approval of any later material deviation. Notwithstanding the foregoing, any changes to the Project Program Statement, and any changes to the Plans and Specifications that materially reduces or adversely affects the quality, life cycle, durability, functionality, safety, maintainability, public interfaces or long-term operation of the Team Facilities, shall require the prior written approval of the State and KSFA, which approval may be withheld or conditioned in their sole discretion, taking into account the Project Program Statement, Team Facilities Budget, Master Project Schedule, NFL requirements, and the first-class nature of the Team Facilities. Any applicable review period shall be tolled while the State or KSFA is awaiting cross-phase information reasonably required to evaluate the applicable submission.

(b) To the extent that HQCo seeks to modify the Schematic Design Documents, Design Development Documents, Construction Documents or other Plans and Specifications, HQCo shall notify the other Parties, the State Representative, KSFA Representative, the Architect and the Construction Manager within the time period set forth in the Master Project Schedule for the modification and revision of such documents. Any request to materially modify any such document which is received after the applicable time period set forth in the Master Project Schedule shall not be incorporated into the Plans and Specifications unless each of the other Parties' consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall be deemed to be acting reasonably to the extent they withhold or condition approval of changes to the Plans and Specifications that are materially inconsistent with the Project Program Statement.

(c) Upon approval by KSFA and the State in accordance with Section 3.4(a) hereof, in accordance with the GMP Contract and the Master Project Schedule, and based upon the applicable stage or portion of the Plans and Specifications then being used under the GMP Contract to establish the GMP, HQCo shall cause the Construction Manager and the Architect to prepare construction bid packages in form and content reasonably acceptable to the Parties and shall cause the Construction Manager to solicit bids or proposals from qualified potential Construction Providers in accordance with Applicable Law including, without limitation, the Kansas Sports Facilities Authority Act. The Parties acknowledge that the GMP may be established before completion or approval of all final Construction Documents, so long as the basis for the GMP is consistent with the GMP Contract and this Agreement. HQCo will use commercially reasonable efforts to cause the Construction Manager to issue solicitations for bids or proposals and to enter into Construction Agreements with such Construction Providers for the Work as soon as reasonably practicable. In connection with such solicitation and selection process, HQCo will

develop and submit to the State and KSFA for prior written approval procedures reasonably necessary to utilize competition among contractors and vendors to the extent reasonable and practicable under the circumstances and to ensure compliance in accordance with Applicable Law and the Kansas Sports Facilities Authority Act. The State and KSFA shall have the right to observe and monitor such process, including attending bid openings and reviewing bid evaluations, if applicable, but shall not have approval rights over individual bid packages, bids, proposals or Construction Provider awards made in accordance with the approved procedures; provided that any material deviation from such procedures shall require the prior written approval of the State and KSFA.

(d) The review and approval of any of the Plans and Specifications or any amendments or modifications thereof, and the issuance of all building permits, if any, required under Applicable Law in connection with the Project, by the State, KSFA and their respective Representatives and consultants, as the case may be, shall constitute only an approval of the aesthetic features of the Project described in the drawings, and such Party's acknowledgment that site plans and floor plans and the spatial relationship of the various parts of the plans are satisfactory to it, and shall not be construed as an approval of the quality of the architectural, structural or engineering design of the Project or any of its components, or an acknowledgment that the design complies with Applicable Law or the Project Program Statement. Such review and approval shall not (i) constitute a waiver of any warranties or guaranties set forth in any of the Architect Agreements, (ii) release the Construction Manager or the Architect from liability for any errors or omissions, or (iii) be the basis for any liability on behalf of the State, KSFA and their respective Representatives and consultants for any errors or omissions.

(e) HQCo shall cause KSFA to have, and each Project Agreement shall provide that KSFA has, without charge to KSFA, ownership of or a perpetual, irrevocable, royalty-free license, held jointly with HQCo, to use, reproduce and modify, all Plans and Specifications and all other drawings, specifications, models, renderings, calculations, and other documents and work product prepared in connection with the construction, completion, use, operation, maintenance, repair, alteration, and restoration of the Team Facilities, which license shall survive any termination or assignment of the applicable Project Agreement. HQCo shall cause each Project Agreement, and each lower-tier agreement thereunder, to contain provisions giving effect to the foregoing.

3.5 Construction Agreements.

(a) The Construction Agreements will contain the terms and conditions described in this Section 3.5 and such other terms and conditions as may be reasonably necessary or appropriate to permit HQCo to comply with their obligations under this Agreement.

(b) Each of the Construction Agreements entered into by HQCo or Construction Manager shall grant third party beneficiary status to the State and KSFA, and each Construction Agreement entered into directly by HQCo shall permit the assignment thereof to the State, KSFA or their designees without the need to obtain the consent from the other party or parties to such agreement. In connection with each Construction Agreement entered into directly by HQCo, HQCo shall deliver an assignment and consent substantially in the form attached hereto as **Exhibit M**.

(c) In addition to the requirements set forth elsewhere in this Agreement, the GMP Contract shall require or provide for the development, construction and completion of the Project in accordance with the Plans and Specifications, the Project Program Statement and the Building Code. The GMP Contract and each other Construction Agreement entered into by HQCo shall contain, as appropriate, (i) a payment schedule setting forth the payment amounts to be made upon a schedule of values or the phased completion of the Work required under the GMP Contract or such other Construction Agreement, (ii) procedures to withhold from payment appropriate retention amounts (including any retention amounts required by Applicable Law), (iii) requirements for the receipt of lien waivers from the Construction Manager and Construction Providers and their agents, (iv) requirements for the delivery of a "payment request certificate" from the Construction Manager and the Architect for the applicable portion of the Project certifying, with terms customary for the industry, that the Work to which the requested payment relates has been completed in accordance with the Plans and Specifications and the Project Program Statement and that such requested payment is not the subject of another outstanding or previously paid payment request, (v) requirements affording KSFA, the State, and their respective Representatives and consultants the right to inspect the Work periodically during the course of construction and the right of KSFA and the State to reject any Work that does not conform to the Plans and Specifications or the Project Program Statement and (vi) requirements affording KSFA, the State, and their respective Representatives and consultants the right to access and review the GMP Contract, each other Construction Agreement entered into by HQCo or Construction Manager, all Construction Documents, and all other Project records, including, without limitation, submittals, payment applications, proposed change orders, substitution requests, drawings, specifications and other reports/project submissions, and (vii) a contingent assignment to the owner under the GMP Contract (or its designee) of any or all Construction Agreements entered into by the Construction Manager, effective upon any termination of the GMP Contract or of the Construction Manager's engagement (whether or not for cause) and only as to those Construction Agreements the owner elects in writing to accept, and inuring to the benefit of any assignee of the GMP Contract hereunder, including the State, KSFA or their designee. HQCo shall cause the Construction Manager to deliver to the State, KSFA and their respective Representatives monthly written progress reports of any Work performed by any Construction Provider for which an invoice has been submitted to the Construction Manager for review and approval. All Construction Agreements shall comply with all Applicable Laws.

(d) The State and KSFA shall have the right to approve the form of Construction Agreement entered into by HQCo or Construction Manager, which approval shall not be unreasonably withheld, conditioned or delayed, provided such form of Construction Agreement meets the requirements of this Agreement. Upon the approval by the State and KSFA of the form Construction Agreement, such form of agreement shall not be materially amended, terminated or otherwise materially modified without the written approval of the State and KSFA, such approval not to be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, after the State and KSFA have approved the applicable form of Construction Agreement, individual Construction Agreements, purchase orders, work orders, subcontracts or other agreements entered into on such approved form shall not require separate approval unless they materially deviate from such approved form or otherwise require approval under this Agreement. A modification of, omission from or other deviation from the approved form that changes, omits or narrows any term required by this Section 3.5 or this Agreement shall be deemed a material deviation for purposes of the foregoing sentence and shall require the prior written approval of the State and KSFA. The

State and KSFA may waive or modify any requirement under this Section 3.5 with respect to any particular Construction Agreement, in their sole discretion; provided that any such waiver or modification shall be requested by HQCo in writing and shall be effective only if granted in writing by the State and KSFA. Notwithstanding the foregoing, the form-approval process set forth in this Section 3.5(d) shall not apply to the GMP Contract. The State and KSFA shall separately have the right to approve the GMP Contract, and any amendment thereto.

3.6 Contract Changes.

(a) Prior to issuance of a Change Order that would (i) materially modify the Project Program Statement, (ii) materially affect the quality, life cycle, durability, functionality, safety, maintainability, public interfaces, warranties or long-term operation of the Team Facilities, (iii) materially affect the Master Project Schedule, Commencement of the Work, Substantial Completion or Final Completion, (iv) increase the Team Facilities Budget or the Public Team Facilities Funding Commitment or otherwise affect public funding, bond eligibility or tax-exempt financing, (v) render the Team Facilities non-compliant with NFL rules, regulations or requirements applicable to team headquarters and practice facilities, (vi) materially impair any insurance, assignment or Step-In right of the State or KSFA, or (vii) otherwise require approval under the terms of this Agreement, HQCo shall submit a Change Request to KSFA and the State for review and approval, which Change Request shall be accompanied, at a minimum, by reasonably available conceptual drawings depicting the scope of the proposed change to the Work, if any, and a good faith estimate of the Project Costs associated with such Change Request (or the net savings in Project Costs that would result from such Change Request), if any, including all costs associated with the evaluation, budgeting, design and implementation of the requested change, if any. Contract Changes not described in clauses (i) through (vii) shall not require Change Requests and may be processed by HQCo in accordance with the applicable Construction Agreement and reported to KSFA and the State as part of the ordinary course Project reporting required under this Agreement.

(b) KSFA and the State shall have ten (10) Business Days after receipt of a complete Change Request to review and approve or reject any proposed Change Request, which must be approved by both KSFA and the State, but which approval shall not be unreasonably withheld, conditioned, or delayed. If the State or KSFA requests reasonably necessary additional information within such period, the review period shall be tolled until such information is received. Following approval by KSFA and the State of any proposed Change Request, HQCo may proceed with issuance of a Change Order for such Change Request.

(c) Any rejection of a proposed Change Request (rejection by just one (1) of KSFA or the State being sufficient) shall be deemed reasonable if KSFA and/or the State determines that (i) the Change Request fails to comply with Applicable Law, (ii) the Change Request materially and adversely impacts the quality, life cycle, durability, functionality, safety, maintainability, public interfaces, warranties or long-term operation of the Team Facilities, (iii) the Change Request is materially inconsistent with the Project Program Statement, (iv) the Change Request materially affects the Team Facilities Budget, the Public Team Facilities Funding Commitment, bond eligibility, tax-exempt financing or a completion milestone, (v) the Change Request materially impairs any insurance, assignment or Step-In right of the State or KSFA, or (vi) the Change Request would have the effect of rendering the Team Facilities non-compliant with

NFL rules, regulations or requirements applicable to team headquarters and practice facilities. Nothing in this Section 3.6(c) shall limit the approval rights of the State and KSFA under Section 3.4(a). In the event that a Change Request is rejected by KSFA or the State, the notice of rejection shall be accompanied by a reasonably detailed written explanation outlining the rationale for the rejection.

(d) If either KSFA or the State fails to approve or reject a complete Change Request within the applicable review period, HQCo may deliver a second written notice stating that the Change Request will be deemed approved if no response is provided within three (3) additional Business Days. Such Change Request shall be deemed approved only if both KSFA and the State fail to approve or reject it within such additional three (3) Business Day period.

(e) Notwithstanding anything to the contrary in this Section 3.6, HQCo may authorize and proceed with any Contract Change requiring State or KSFA's approval without prior State or KSFA approval only to the minimum extent immediately necessary to address an imminent threat to the safety of persons, prevent imminent material damage to property, or comply with an emergency order or requirement of Applicable Law; provided that HQCo shall notify the State and KSFA as promptly as reasonably practicable, document the circumstances and scope of the action, and include such Contract Change in the next applicable Project Status Report or Request for Disbursement. No cost of such Contract Change shall be payable from the Public Team Facilities Funding Commitment to the extent caused by the gross negligence, willful misconduct, or material breach of contract by HQCo or any member of the Project Team or otherwise excluded from Project Costs under this Agreement.

3.7 State's and KSFA's Right to Request Changes.

(a) The State and KSFA, acting through their respective Representatives, may, from time to time, jointly submit a Change Request to HQCo. Upon receipt of any such Change Request, HQCo shall review the proposed request in good faith and shall reasonably cooperate with the State and KSFA in evaluating the feasibility, cost, schedule impacts and constructability of such proposed Contract Change, including by causing the applicable members of the Project Team to provide such information, estimates, analyses or pricing as may be reasonably necessary to evaluate the same. HQCo shall consider, in good faith, any Change Requests submitted by the State and KSFA and shall not unreasonably withhold, condition or delay its approval of any Change Request that (i) is reasonably related to the functionality, safety, operational utility or long-term maintenance of the Team Facilities, (ii) does not materially and adversely affect the Master Project Schedule and (iii) can be implemented in a manner consistent with Applicable Law.

(b) Notwithstanding the foregoing, if any Change Request submitted by the State and KSFA would add scope or program not contemplated by the final Project Program Statement, directly increase Project Costs, or materially affect the Master Project Schedule, HQCo shall not be obligated to implement such Change Request unless the State and/or KSFA, as applicable, agrees in writing to fund the reasonable, documented and unavoidable incremental Project Costs directly caused by such Change Request, including reasonable and documented costs of acceleration, resequencing, expediting, overtime, additional shifts, premium time, additional labor or supervision, expedited design, procurement or delivery, delay mitigation, extended or additional general conditions, disruption or inefficiency to the extent directly caused by such

Change Request and reasonably necessary to preserve the Master Project Schedule and achieve Substantial Completion by the Substantial Completion Date; provided, however, that such incremental Project Costs shall not include costs that would have been incurred regardless of such Change Request, unrelated Project Cost Overruns, or costs attributable to HQCo's or any Project Team member's inefficiencies, coordination failures, errors, omissions, negligence, rework or delay. HQCo shall use commercially reasonable efforts to mitigate and minimize all such incremental Project Costs.

(c) Any Contract Change mutually approved by HQCo, the State, and KSFA, shall be implemented pursuant to a Change Order executed in accordance with this Agreement. Following receipt of the applicable analyses, estimates, pricing and other requested information relating to such Change Request prior to HQCo's, the State's, and KSFA's execution of any Change Order, the State or KSFA, as applicable, may withdraw, modify or elect not to proceed with such Change Request.

(d) For the avoidance of doubt, (i) no suggestion, recommendation or request by the State or KSFA shall obligate the State or KSFA to fund any incremental Project Costs unless the State or KSFA, as applicable, expressly agrees in writing to fund such incremental Project Costs and (ii) HQCo shall not be obligated to approve or implement any Change Request submitted by the State or KSFA if such Change Request would be reasonably expected to, delay achievement of Substantial Completion beyond the Substantial Completion Date, unless the Parties agree in writing to an appropriate adjustment to the Master Project Schedule and any related incremental Project Costs.

3.8 Payment and Performance Bonds. Pursuant to the GMP Contract, the Construction Manager shall be required to furnish and maintain, in full force and effect, from and after the Commencement of the Work required to be performed under the GMP Contract until Final Completion of the Project, a performance bond and a labor and material payment bond in the full amount of the GMP and otherwise in form and substance and issued by a surety reasonably satisfactory to KSFA, the State and HQCo. KSFA, the State, and HQCo shall be co-obligees to the bond, and HQCo shall require the Construction Manager to conform such bonds in all respects to all requirements imposed by Applicable Law. Premiums for such bonds shall constitute a Project Cost.

3.9 Liquidated Damages. HQCo shall use commercially reasonable efforts in good faith by appropriate proceedings to collect any liquidated damages from the Construction Manager or applicable Construction Provider pursuant to the GMP Contract or applicable Construction Agreement for any delay in achieving Substantial Completion of the Project, subject to extensions of time and any applicable limitations of liability as may be set forth in the GMP Contract. Neither the State nor KSFA shall have any obligation whatsoever to enforce any Construction Agreement or other construction, design or consulting agreement entered into by or on behalf of HQCo. If HQCo collects any liquidated damages from the Construction Manager or any Construction Provider pursuant to any Construction Agreement, then HQCo shall promptly (and in no event later than five (5) Business Days after receipt thereof) pay to KSFA such liquidated damages in the same proportion as the Public Team Facilities Funding Commitment bears to the total Project Costs. Upon receipt, KSFA shall deposit the amount of such liquidated damages into the Team Facilities Development Account. HQCo covenants that the provisions of this Section 3.9 and

HQCo's obligations with respect to any such liquidated damages accruing prior to the date of termination hereof shall survive any expiration or earlier termination of this Agreement.

ARTICLE 4 PROJECT MANAGEMENT AND PAYMENT OF COSTS

4.1 Construction Representatives.

(a) HQCo shall appoint one (1) representative, and the State and KSFA shall each appoint one (1) representative (the "**State Representative**" and the "**KSFA Representative**", respectively) (each such Party's appointed representative, collectively, the "**Representatives**") to be actively involved in the matters contemplated by this Agreement from the date hereof until Final Completion of the Project.

(b) Each of the Representatives and any such other persons from the respective Representative's organization and such advisors and consultants as such Representative considers advisable or appropriate shall (i) have reasonable access to the Team Facilities Site, subject to Project safety guidelines, security requirements, site access protocols, badging, escort, orientation, personal protective equipment, and other site-specific requirements established by HQCo and the Construction Manager; (ii) be permitted to review all Project Agreements entered into by HQCo, Construction Manager, or Architect (and any other Project Agreement in HQCo's possession or control or obtainable by HQCo upon request), and Plans and Specifications, including all drafts thereof; (iii) be notified in advance of, and invited to attend, a regularly scheduled monthly meeting that HQCo shall convene relating to the design and construction of the Project, including, without limitation, relating to the preparation of the Plans and Specifications, the work of Construction Providers and/or the status or quality of the design and construction of the Team Facilities; (iv) have access to the Construction Manager's electronic document management system for the Project, subject to all Project safety guidelines and reasonable confidentiality, privilege, trade secret, cybersecurity, and document-control requirements; and (v) have access to all other construction-related documentation, subject to all Project safety guidelines and reasonable confidentiality, privilege, trade secret, cybersecurity, and document-control requirements. Notwithstanding the foregoing, such access and participation rights shall be coordinated through HQCo and the Construction Manager, and shall not unreasonably interfere with, delay, disrupt, or increase the cost of design, construction or completion of the Project, and neither the State Representative nor the KSFA Representative shall direct the Work or issue instructions directly to the Construction Manager, Architect, any Construction Provider or any member of the Project Team except through HQCo or as otherwise expressly provided following a Step-In.

(c) The State and KSFA shall jointly appoint one (1) designated public representative to serve as the single public-side representative for ordinary course coordination with HQCo and the Project Team (the "**Designated Public Representative**"). The Designated Public Representative may be the State Representative, the KSFA Representative, or the Owner's Representative. On or before the Effective Date, the State and KSFA shall notify HQCo in writing of the identity and contact information of the Designated Public Representative and of those individuals authorized to act on behalf of the State and KSFA with respect to the decisions and approvals contemplated by this Agreement.

(d) The Designated Public Representative shall have the right to participate in all matters, meetings, reviews, consultations, inspections and other activities in which the State Representative and/or the KSFA Representative is entitled to participate pursuant to this Section 4.1; provided, however, that the Designated Public Representative shall not have any independent approval or consent rights unless expressly delegated in writing by the State and KSFA.

(e) The Designated Public Representative shall administer and communicate the disbursement review and related oversight functions on behalf of the State and KSFA, subject to the joint approval of the State Representative and the KSFA Representative for each Request for Disbursement as provided in Section 4.7.

(f) The State and KSFA may, at their option, jointly engage, on terms mutually agreed upon by the State and KSFA, an independent, third-party construction professional, qualified and experienced in construction administration and oversight, to serve as the Owner's Representative with respect to the Project from the date hereof until Final Completion of the Project (the "**Owner's Representative**"). The Owner's Representative shall be on-site or readily available by telephone to assist the State and KSFA, subject to the State's and KSFA's rights under this Agreement, in monitoring or otherwise inspecting the Work with reasonable frequency. Without limiting the generality of the foregoing, the Owner's Representative shall, among other things, (i) review and report to the State and KSFA, before and during the Work, on the Construction Documents relating thereto, the Master Project Schedule and the conformity of such matters to the Plans and Specifications, the Project Program Statement and the Team Facilities Budget, (ii) report to the State and KSFA as to whether the Work is on schedule or, if not, whether a reasonably satisfactory recovery plan has been adopted and is being implemented and (iii) address any other matters reasonably requested by the State and KSFA.

(g) HQCo agrees that the Owner's Representative shall be afforded the same privileges, notices and access as would reasonably be afforded to the Representatives, the Designated Public Representative, or any construction consultant or advisor of any traditional lender, including, without limitation, being permitted to attend meetings with HQCo and the Construction Manager, and receiving all plans, drawings, Change Orders and other similar documents. The Owner's Representative shall be granted access by HQCo and shall use commercially reasonable efforts to monitor or otherwise inspect the Work with reasonable frequency. The Owner's Representative shall not be authorized to issue or approve any Change Order on behalf of the State or KSFA (any Change Order being subject to authorization in accordance with Section 3.6), nor shall the Owner's Representative have any independent approval or consent rights unless expressly delegated in writing by the State and KSFA.

(h) If the Owner's Representative identifies Work that does not conform to the Plans and Specifications or the Project Program Statement, the State or KSFA may reject such Work as Rejected Work as provided in this Agreement, and HQCo shall cause such Rejected Work to be remedied through Corrective Work in accordance with this Agreement. If the Parties disagree as to whether any Work constitutes Rejected Work, the dispute shall be resolved in accordance with the dispute resolution provisions under Article 9 of this Agreement.

(i) The reasonable and documented costs and expenses of the State Representative, the KSFA Representative, the Designated Public Representative, and the Owner's Representative, to the extent included in the Team Facilities Budget or otherwise approved by HQCo, shall constitute State Expenses and shall be paid and administered in accordance with Section 4.10 of the Stadium CCA.

(j) Each of the State, KSFA, and HQCo may remove or replace its Representative as and when it so desires and shall promptly notify the other Parties of any such change. The State and KSFA may, upon mutual agreement, remove or replace either or both of the Designated Public Representative or Owner's Representative and provide prompt notification thereof to HQCo.

4.2 Construction Cooperation/Coordination. Without in any way limiting, waiving or releasing any of the other obligations of HQCo under this Agreement or any Applicable Law, HQCo agrees that during the Term, HQCo shall:

(a) cooperate with the State Representative and KSFA Representative, acting through the Designated Public Representative for ordinary-course coordination, so that both are kept reasonably apprised of the Work, including at the Biweekly Meeting contemplated under Section 4.7;

(b) deliver to the Designated Public Representative, with copies to the State Representative and KSFA Representative, on a monthly basis, a copy of the Project Status Report and copies of all notices of default sent or received by or on behalf of HQCo under any Construction Agreement or Applicable Law relating to the Work, the Team Facilities Site or the rights and obligations under this Agreements;

(c) notify the Designated Public Representative, with copies to the State Representative and KSFA Representative after receipt of any notice of any material claim from any member of the Project Team and allow the State Representative and KSFA Representative to attend any dispute resolution proceedings or settlement discussions related thereto;

(d) allow the Designated Public Representative to attend all construction meetings and provide the Designated Public Representative with reasonable advance notice of such regularly scheduled construction meetings, provided that the State Representative and KSFA Representative may attend material construction meetings upon reasonable advance notice to HQCo;

(e) allow the Designated Public Representative, and upon reasonable advance notice the State Representative and KSFA Representative, to be present during the pre-final (if any) and final inspection of the Project following Substantial Completion thereof and/or any applicable phase thereof under the Master Project Schedule and provide reasonable advance notice of such inspection; and

(f) afford to the Designated Public Representative the same rights, privileges, notices and access as would reasonably be afforded to any construction consultant or advisor of any traditional lender.

4.3 Administration of the Construction Agreements.

(a) HQCo shall, in each case to the extent reasonably appropriate and necessary to complete the Project, (i) supervise, monitor and enforce the GMP Contract and the Architect Agreements entered into by HQCo, (ii) cause the Architect to supervise, monitor and enforce each other Architect Agreement, and (iii) cause the Construction Manager to supervise, monitor and enforce each other Construction Agreement.

(b) HQCo, through the Construction Manager and the Architect, shall cause all Construction Providers to perform the Work in a good and workmanlike manner, in accordance with the Plans and Specifications and the Project Program Statement and in accordance with all Applicable Laws, including, without limitation, the Americans with Disabilities Act and any other similar measures designed to ensure or enhance handicapped access to public facilities.

(c) HQCo shall cause the Construction Manager or the Architect to obtain or procure (or to cause to be obtained or procured) all necessary variances, permits, licenses and certificates of occupancy necessary for the design, development, construction and occupancy of the Project, if any.

4.4 Team Facilities Development Account.

(a) Promptly after the initial issuance of the STAR Bonds, the Bond Proceeds of which are to be applied to fund any portion of the Public Team Facilities Funding Commitment, and the execution and effectiveness of the applicable Bond Documents, KSFA shall establish and hold or cause the Construction Funds Trustee to establish and hold the Team Facilities Development Account for the receipt of the Public Team Facilities Funding Commitment and payment of Project Costs, including payment for Project Costs, in accordance with the terms set forth herein, including, without limitation, Sections 4.5, 4.6, 4.7 and 4.8 hereof.

(b) The State shall deposit, or cause to be deposited, the Public Team Facilities Funding Commitment into the Team Facilities Development Account in such amount and within such time as specified in Section 4.5(d) hereof; provided, however, that notwithstanding anything to the contrary herein, the State shall not be required to fund the Public Team Facilities Funding Commitment into the Team Facilities Development Account unless and until all Conditions Precedent have been met and the STAR Bonds have been issued.

(c) The Team Facilities Development Account shall be used solely to accept, hold, track, and disburse amounts constituting the Public Team Facilities Funding Commitment in accordance with this Agreement. No other funds shall be deposited in the Team Facilities Development Account or commingled with the Public Team Facilities Funding Commitment.

(d) All funds deposited in the Team Facilities Development Account shall be used solely for payment of Project Costs in accordance with this Agreement, including payment for Project Costs, except that any Excess Funds shall be applied and distributed in accordance with Section 4.15.

(e) To the extent the Team Facilities Development Account or any corresponding fund or account is established and held by the Construction Funds Trustee under the applicable Bond Documents: (i) KSFA's obligations under this Section 4.4 to establish, maintain, hold and disburse such account may be satisfied by causing the Construction Funds Trustee to establish, hold and disburse such account in accordance with the applicable Bond Documents and this Agreement; and (ii) all disbursements from such account shall be made by the Construction Funds Trustee only upon, and in accordance with, a written direction and requisition delivered solely by KSFA pursuant to Sections 4.7 and 4.8.

(f) The State and KSFA shall require KDFA, as issuer of the STAR Bonds, to provide in the applicable Bond Documents that the Construction Funds Trustee is instructed to comply with all requisition and disbursement provisions of this Agreement requiring the Construction Funds Trustee to establish, hold, invest, disburse, transfer, remit, release, return or apply amounts in the Team Facilities Development Account, the State Expenses Account or any corresponding fund or account (including, without limitation, as described in Sections 3.9, 4.4, 4.7, 4.8, 4.15, and 8.4), and shall use commercially reasonable efforts to support, the inclusion of or reference to such provisions in the applicable Bond Documents. The Parties acknowledge that the Bond Documents may govern both the Team Facilities Development Account and the accounts established under the Stadium CCA and the Master QAD Agreement, and shall cooperate in good faith with KDFA to ensure that the Bond Documents are consistent with this Agreement, the Stadium CCA and the Master QAD Agreement.

(g) The State and KSFA shall have KDFA require the Construction Funds Trustee, as a condition to its appointment under the applicable Bond Documents, to execute and deliver, at or prior to the issuance of the applicable bonds, a Limited Joinder and Consent substantially in the form attached hereto as **Exhibit N**.[1]

(h) The State and KSFA shall require KDFA to provide in the applicable Bond Documents that the Team Facilities Development Account is established as a segregated fund or account held by the Construction Funds Trustee and that amounts on deposit therein are (i) held and applied solely as provided in the applicable Bond Documents and this Agreement, (ii) not commingled with other funds and (iii) not subject to disbursement except in accordance with both this Agreement and the applicable Bond Documents, it being intended that the applicable Bond Documents shall be consistent with this Agreement and shall not authorize, require or permit any disbursement that is not permitted under this Agreement.

4.5 STAR Bonds; Public Financing Sources.

(a) The Parties acknowledge that the Public Team Facilities Funding Commitment is expected to be funded from the Bond Proceeds of one (1) or more issuances of STAR Bonds and/or other bonds or obligations issued or caused to be issued by or on behalf of the State, the timing, number, and frequency of which shall be determined by the State in its sole discretion, subject to the timing requirements set forth in Section 4.5(e), and otherwise subject to the advice of its financial advisors and its consultation with KDFA;

[1] ***Sidley Note to Draft**:* Such form shall be subject to review and approval by lender.

(b) Each issuance of STAR Bonds shall be in a principal amount of not less than $100,000,000 unless otherwise waived or modified by the State in its sole discretion.

(c) The State shall deposit, or cause to be deposited, into the Team Facilities Development Account, from Bond Proceeds, amounts sufficient to fund the Public Team Facilities Funding Commitment in the amounts and within such time specified in Section 4.5(e). Upon the issuance of the STAR Bonds, the amount otherwise required to be deposited into the Team Facilities Development Account shall be no greater than the Public Team Facilities Funding Commitment.

(d) The Parties acknowledge and agree that each issuance of STAR Bonds for the funding of the Team Facilities shall be conditioned upon each of the following Conditions Precedent and that the State shall not be required to deposit Bond Proceeds into the Team Facilities Development Account unless and until all of the following Conditions Precedent have been met and, with respect to each subsequent issuance, continue to be satisfied (or have been waived by the State) as of the date of such issuance:

(i) the Chiefs shall have fully acquired the Team Facilities Site by fee title no later than one hundred twenty (120) days following the Definitive Documentation Outside Date;

(ii) the Team Facilities Site shall have been conveyed to KSFA pursuant to a duly executed Team Facilities Land Transfer Agreement in the form attached hereto as **Exhibit O**;

(iii) HQCo shall have provided to KDFA, as issuer of the STAR Bonds, (A) the Club Guaranty, subject in all respects to NFL rules, regulations, and approval, and (B) such additional assurances as may be required by KDFA in consultation with bond underwriters it has retained, to demonstrate (X) HQCo's capacity to fund the Private Team Facilities Funding Commitment (subject to NFL rules, regulations, and approval), and (Y) that the pledged revenues expected to secure such issuance are sufficient to pay debt service on the STAR Bonds over the lesser of (x) thirty (30) years and (y) the repayment period for the applicable STAR Bond, in each case with a coverage factor determined by KDFA in consultation with bond underwriters it has retained;

(iv) the Definitive Documentation shall have been executed and made effective;

(v) the GMP Contract shall have been executed and made effective;

(vi) the terms of the STAR Bonds, including, without limitation, limitations on sales and transfers to sophisticated investors only, shall be acceptable to KDFA, as issuer of the STAR Bonds, in its sole discretion;

(vii) the underwriter shall hold the STAR Bonds in its own account or be responsible for marketing and selling the STAR Bonds, and KDFA shall be under no obligation to issue STAR Bonds if such STAR Bonds are not marketable after reasonable effort by the underwriter;

(viii) bond counsel, selected by KDFA, shall have provided to KDFA an opinion to the effect that the STAR Bonds have been validly issued under Kansas law and, if applicable, the interest on the STAR Bonds is excludable from gross income for federal income tax purposes and exempt from Kansas income taxes, subject to standard exceptions;

(ix) environmental impact review for the Project has been completed in form and substance satisfactory to the Parties, to the extent required for the applicable issuance;

(x) HQCo shall have provided such information and due diligence materials for the preparation of rating agency reviews, investor presentations and offering materials as may be reasonably requested by KDFA in consultation with the bond underwriters it has retained, subject to NFL rules and regulations; and

(xi) The State shall have satisfied the first "Funding Milestone" (as such term is defined in the Stadium CCA) to fund an aggregate amount of not less than One Billion Dollars ($1,000,000,000) of the Public Stadium Funding Commitment on or before the "Milestone Funding Date" applicable to the "Commencement of the Work" (each as described in the Stadium CCA).

The Conditions Precedent set forth in clauses (i), (ii) and (v) of this Section 4.5(d) shall not delay, condition or otherwise affect the issuance of STAR Bonds for the Stadium Facility or any other Qualified Ancillary Development, and the State may size any series of STAR Bonds to exclude Bond Proceeds for the Team Facilities pending satisfaction of such Conditions Precedent. If the Condition Precedent set forth in clause (xi) has not occurred by October 2, 2028, the Commencement Deadline, Substantial Completion Date, Final Completion Date, and any other deadlines specified in the Master Project Schedule shall be automatically extended on a day-for-day basis for each day thereafter, until such Condition Precedent is satisfied. If StadCo validly terminates the Stadium CCA pursuant to the terms thereof for the State's failure to timely satisfy the first "Funding Milestone" (as such term is defined in the Stadium CCA) of One Billion Dollars ($1,000,000,000), HQCo shall have the right to terminate this Agreement upon written notice to the State and KSFA.

(e) Subject to the satisfaction (or waiver, if applicable) of the Conditions Precedent, the State shall cause the initial issuance of STAR Bonds related to the Project to occur, and the Bond Proceeds thereof to be deposited into the Team Facilities Development Account, within ninety (90) days following execution of the GMP Contract (the "**Initial Issuance Window**"); provided, however, that failure by the State to cause such initial issuance to occur, or such Bond Proceeds to be so deposited, shall not constitute a breach or default hereunder so long as such failure occurred in good faith and the State continues to diligently pursue such initial issuance and deposit; provided, further, that the foregoing shall not extend or excuse the State's compliance with any Milestone Funding Date (as hereinafter defined). Subject to the satisfaction (or waiver, if applicable) of the Conditions Precedent, the State shall use commercially reasonable efforts to cause additional series of STAR Bonds and/or other bonds or obligations to be issued, and the proceeds thereof and other amounts comprising the Public Team Facilities Funding Commitment to be made available, such that, taking into account any other amounts applied or credited against the Public Team Facilities Funding Commitment:

(i) on or before the Milestone Funding Date applicable to the Commencement of the Work, an aggregate amount not less than the entire Public Team Facilities Funding Commitment shall have been deposited into the Team Facilities Development Account, applied to Project Costs or otherwise irrevocably committed and immediately available to fund Project Costs in accordance with this Agreement through the Team Facilities Development Account

(such requirement set forth in Section 4.5(e)(i) above, the "**Funding Milestone**", and the occurrence of Commencement of the Work, the "**Milestone Event**"). The Funding Milestone is cumulative and shall be measured inclusive of all amounts previously deposited, applied or irrevocably committed by the State, including the Bond Proceeds of the initial issuance of STAR Bonds deposited during the Initial Issuance Window, if any.

(ii) HQCo shall deliver to the Designated Public Representative written notice of the anticipated date of the Milestone Event not less than ninety (90) days prior to such anticipated date (the "**Milestone Notice**") and shall present such Milestone Notice at the first Biweekly Meeting following its delivery. The Designated Public Representative may, at such Biweekly Meeting or within five (5) Business Days thereafter, request such supporting information as it may reasonably require to evaluate the anticipated date set forth in such Milestone Notice, and HQCo shall promptly provide such information. The Designated Public Representative shall notify HQCo within five (5) Business Days after receipt of such information whether it is satisfactory or of any respect in which it is deficient, specifying in reasonable detail the basis for any alleged deficiency; provided that such information shall be deemed satisfactory if the Designated Public Representative does not deliver such notice within such five (5)-Business-Day period. HQCo shall promptly notify the Designated Public Representative in writing of (A) any change in the anticipated date of the Milestone Event, and (B) the occurrence of the Milestone Event, which notices shall each be presented at the next Biweekly Meeting following delivery and shall be subject to the same review process, including, without limitation, the right of the Designated Public Representative to request, and the obligation of HQCo to provide, supporting information within the period and in the manner set forth above. The GMP Execution Notice shall constitute the Milestone Notice with respect to the initial issuance of STAR Bonds. The "**Milestone Funding Date**" applicable to the Milestone Event shall be the date that is ninety (90) days after the date on which the Milestone Event occurs, as set forth in HQCo's notice thereof; provided, however, that if HQCo delivers the Milestone Notice with respect to the Milestone Event less than ninety (90) prior to its occurrence, then, solely for purposes of determining the Milestone Funding Date, the Milestone Event shall be deemed to have occurred on the date that is ninety (90) days after the delivery of the Milestone Notice. If no Milestone Notice is delivered, the Milestone Event shall be deemed to occur ninety (90) days after HQCo delivers notice to the Designated Public Representative of its actual occurrence. If the Designated Public Representative has reasonably requested any material supporting information in accordance with this Section 4.5(e)(ii), the ninety (90) day period following delivery of the applicable notice shall be tolled from the date of such request until HQCo provides the requested information to the reasonable satisfaction of the Designated Public Representative. The Milestone Funding Date applicable to the Milestone Event shall be tolled, and shall not run, for any period during which any Condition Precedent or other condition to the State's funding obligations within HQCo's control remains unsatisfied (and has not been waived by the State).

(iii) A "**Funding Shortfall**" shall exist at any time at which the funds on deposit in or available to the Disbursement Accounts, together with the Private Team Facilities Funding Commitment required to be applied under Section 4.6, are insufficient to pay Project Costs then due and payable under approved Requests for Disbursement. If the State fails to satisfy the Funding Milestone on or before the Milestone Funding Date, and a Funding Shortfall exists as a direct result of such failure, each amount of Project Costs paid or funded by or on behalf of HQCo, TeamCo or any of their respective Affiliates during the continuance of such Funding Shortfall that, in accordance with Section 4.6, would have been payable from the Public Team Facilities Funding Commitment had such Funding Milestone been timely satisfied, shall constitute a "**Delayed Public Amount**." With respect to any Delayed Public Amount, (A) the State shall continue to diligently pursue satisfaction of the applicable Funding Milestone, (B) Default Interest shall accrue on each Delayed Public Amount beginning on the later of (x) the applicable Milestone Funding Date and (y) the date such Delayed Public Amount was first paid or funded by or on behalf of HQCo, TeamCo, or any of their respective Affiliates, and continuing until the payment of such Delayed Public Amount through application of the Public Team Facilities Funding Commitment, and (C) such Delayed Public Amount shall be paid to HQCo from the Team Facilities Development Account, in accordance with Section 4.7, as a first priority from the Bond Proceeds next deposited therein, and upon such payment shall be treated as an application of the Public Team Facilities Funding Commitment (and shall cease to be counted as an application of the Private Team Facilities Funding Commitment) for purposes of the Team Facilities Construction Ratio. For the avoidance of doubt, the failure to satisfy the Funding Milestone shall not, in itself, give rise to any Default Interest; Default Interest shall accrue only as provided in clause (B) of this Section 4.5(e)(iii), and in no event for any period during which funds sufficient to pay Project Costs then due and payable under approved Requests for Disbursement are on deposit in or available to the Disbursement Accounts. All Default Interest accrued on a Delayed Public Amount shall be payable outside the Team Facilities Construction Ratio and in addition to the Public Team Facilities Funding Commitment. Notwithstanding anything to the contrary in this Section 4.5(e), no Delayed Public Amount shall arise, no Default Interest shall accrue to the extent the State's failure to satisfy the Funding Milestone is directly caused by an uncured HQCo Default, HQCo's failure to satisfy any Condition Precedent within HQCo's control, or is excused by Force Majeure. Except for amounts payable under Section 4.5(e)(vi) following termination, Amounts recoverable in respect of a Funding Shortfall shall be limited to and determined exclusively in accordance with this Section 4.5(e)(iii).

(iv) If, at any time after the Initial Issuance Window or after any Milestone Funding Date, (A) a Funding Shortfall exists, and (B) such Funding Shortfall actually and materially delays the performance of Work on the critical path of the Master Project Schedule, then the Master Project Schedule, including the date for Commencement of the Work, the Substantial Completion Date, the Final Completion Date and each other milestone or delivery deadline thereunder, shall be automatically extended by the period of actual critical-path delay caused by such Funding Shortfall; provided, however, that (1) HQCo shall notify the State and KSFA in writing, within ten (10) Business Days after becoming aware of such delay, of the affected Work and a good-faith estimate of the delay, and (2) HQCo shall use commercially reasonable efforts to mitigate the delay; provided, further, that no extension shall be available for any Funding Shortfall attributable to a HQCo Default or to HQCo's failure to satisfy any Condition Precedent within HQCo's control, or for any period in which funds sufficient to pay Project Costs as and when due are on deposit in or available to the Disbursement Accounts, regardless of whether any

portion of the Public Team Facilities Funding Commitment remains to be funded from additional issuances.

(v) If the Funding Milestone has not been satisfied on or before the Milestone Funding Date (a "**Critical Delay**"), then HQCo may terminate this Agreement upon sixty (60) days' prior written notice to the State and KSFA, provided, however, if such Critical Delay is cured within such sixty (60)-day period, such termination notice shall be of no further force or effect; otherwise, such termination shall become effective upon expiration of such period without further notice, cure period or prior confirmation through arbitration under Article 9. HQCo may not exercise the termination right under this Section 4.5(e)(v) to the extent such Critical Delay is excused by Force Majeure or directly caused by HQCo's failure to satisfy a Condition Precedent within HQCo's control. The State and KSFA may terminate this Agreement pursuant to this Section 4.5(e)(v) only if such Critical Delay is directly caused by HQCo's failure to satisfy a Condition Precedent within HQCo's control after written notice and a reasonable opportunity to cure.

(vi) Upon any termination by HQCo pursuant to Section 4.5(d)(xi) or 4.5(e)(v), the State shall, to the fullest extent permitted by Applicable Law, pay or cause to be paid to HQCo, an amount equal to all Project Costs paid or incurred by or on behalf of HQCo, TeamCo or any of their respective Affiliates prior to the effective date of such termination, together with Default Interest accrued and unpaid on Delayed Public Amounts in accordance with Section 4.5(e)(iii) through the effective date of such termination (less all amounts of the Public Team Facilities Funding Commitment theretofore applied, including all Delayed Public Amounts theretofore paid to HQCo, and all Default Interest theretofore paid), and such payment shall be in full satisfaction of the State's obligations under this Section 4.5(e) with respect to Project Costs and Default Interest. The State shall take reasonable steps to obtain the necessary appropriations or other authorizations required to make the payment required under this Section 4.5(e)(vi).

(vii) If the Funding Milestone has not been satisfied by the Milestone Funding Date, the provisions of Sections 4.5(e)(iii) and 4.5(e)(iv), including payment of each Delayed Public Amount, accrual of Default Interest outside the Team Facilities Construction Ratio and automatic schedule relief, shall apply and continue until (A) the amount required by the Funding Milestone has been deposited, applied or otherwise made available as required thereunder and (B) all Delayed Public Amounts and accrued Default Interest have been paid in full. HQCo may also exercise any other rights or remedies available under this Agreement or Applicable Law.

(f) The uses of any Bond Proceeds for the Project, including, without limitation, the application of the Public Team Facilities Funding Commitment to any category of Project Costs, shall be subject to approval by the State. Such approval shall be given or withheld by the State in connection with its review of each Request for Disbursement in accordance with Section 4.7, and no Project Cost shall be paid from the Team Facilities Development Account unless the use thereof has been so approved and complies with K.S.A. 12-17,160 *et seq.* and the applicable Bond Documents.

4.6 Team Facilities Construction Ratio.

(a) During construction of the Team Facilities, the Project Costs shall be funded on a *pari passu* basis, such that at no time shall the cumulative amount of the Public Team Facilities

Funding Commitment disbursed exceed sixty percent (60%) of Total Funded Project Costs, and at no time shall the cumulative Private Team Facilities Funding Commitment applied be less than forty percent (40%) of Total Funded Project Costs (the "**Team Facilities Construction Ratio**").

(b) The Team Facilities Construction Ratio shall be maintained throughout construction, but no individual invoice or payment shall be required to be funded separately in a ratio of sixty percent (60%) from the Public Team Facilities Funding Commitment and forty percent (40%) from the Private Team Facilities Funding Commitment, so long as the cumulative ratio is maintained after giving effect to the applicable payment.

(c) The maximum additional amount of the Public Team Facilities Funding Commitment that may be applied in connection with a given disbursement (*MAX*) shall be calculated as follows:

***MAX* = (0.6 * T) - A**

Where:

T = Total Funded Project Cost

A = Cumulative amount of the Public Team Facilities Funding Commitment applied before giving effect to the applicable disbursement

(d) The minimum additional amount of the Private Team Facilities Funding Commitment required to be applied in connection with a given disbursement (*MIN*) shall be calculated as follows:

MIN = max[0, (0.4 * T) – B]

Where:

T = Total Funded Project Cost

B = Cumulative amount of the Private Team Facilities Funding Commitment applied before giving effect to the applicable disbursement

(e) By way of example and for illustrative purposes only, consider the following circumstances with respect to a Request for Disbursement:

Input	**Amount**
Project Costs previously funded	$5,000,000
Request for Disbursement	$10,000,000
Total Funded Project Costs (*T*)	$15,000,000

Public Team Facilities Funding Commitment previously applied (*A*)	$2,700,000
Private Team Facilities Funding Commitment previously applied (*B*)	$2,300,000

Based on the foregoing, the additional ten million dollars ($10,000,000) of Project Costs proposed to be funded pursuant to the applicable Request for Disbursement may be funded with up to six million three hundred thousand dollars ($6,300,000) from the Public Team Facilities Funding Commitment and not less than three million seven hundred thousand dollars ($3,700,000) from the Private Team Facilities Funding Commitment, as shown below:

***MAX* = (0.6 * T) – A**

= (0.6 * 15,000,000) – 2,700,000

= 9,000,000 – 2,700,000

= $**6,300,000** of additional public capacity before the 60% cumulative limit is reached

***MIN* = max[0, (0.4 * T) – B]**

= max[0, (0.4 * 15,000,000) – 2,300,000]

= max[0, 6,000,000 – 2,300,000]

= max [0, 3,700,000]

= $3,700,000 of additional private amount required to meet 40% cumulative minimum

(f) For purposes of this Section 4.6, the Private Team Facilities Funding Commitment shall be deemed "applied" to Project Costs only to the extent such amounts have been paid for as Project Costs by or on behalf of HQCo, TeamCo, or their respective Affiliates, or are being paid concurrently with, and as a condition to, the applicable Request for Disbursement.

4.7 Disbursement Procedure; General. As used in this Section 4.7 with respect to any Request for Disbursement: the "**Disbursement Account**" is the account from which the applicable disbursement is to be made, and "**Eligible Costs**" are the Project Costs or other amounts eligible for payment from the Disbursement Account, in each case as specified in Section 4.8 of this Agreement.

(a) Every two (2) weeks, HQCo shall convene a regularly-scheduled status and coordination meeting with the Owner's Representative and the Designated Public Representative (the "**Biweekly Meeting**") to review Project status, schedule, budget, site access, compliance with

Project Agreements and this Agreement, and such other matters relating to the design, development and construction of the Project as any Party or Representative may reasonably request. To the extent HQCo wishes to submit a Request for Disbursement, HQCo shall provide such Request for Disbursement to the Designated Public Representative, together with the materials required by Section 4.7(b), not less than fifteen (15) days before such Biweekly Meeting. The Designated Public Representative shall promptly forward such Request for Disbursement to the State Representative and KSFA Representative for concurrent review. The period beginning upon the Designated Public Representative's receipt of a Request for Disbursement containing the materials required by Section 4.7(b), to the extent applicable, and ending at the applicable Biweekly Meeting shall constitute the "**Review Period**". During the Review Period, the State and KSFA shall conduct their review in coordination with HQCo and the Project Team, and the Parties shall use the applicable Biweekly Meeting to work through any questions, discrepancies, or other open items. The five (5) day period following such Biweekly Meeting shall constitute the "**Final Review Period**", during which the State and KSFA shall complete their final review and approve or object to the Request for Disbursement in accordance with Section 4.7(h). HQCo shall not submit a Request for Disbursement to the Designated Public Representative except in connection with a Biweekly Meeting.

(b) Each Request for Disbursement shall meet the Minimum Requisition Threshold, shall be executed and sworn to by HQCo, certified by the Construction Manager and the Architect, and accompanied by each of the following:

(i) a requisition schedule executed by HQCo itemizing each Eligible Cost for which payment is requested, and setting forth, for each such Eligible Cost, the identity of the Construction Provider or other payee to whom payment is requested to be made, the total amount of the applicable contract, the amount theretofore paid to the Construction Provider or other payee and the amount presently being requisitioned for payment;

(ii) reasonable supporting documentation evidencing the Eligible Costs included in such Request for Disbursement, including the Construction Manager's application for payment and related continuation sheet(s), if applicable, and such invoices, receipts, closing statements, settlement statements, title or survey invoices, broker invoices, wire confirmations, contracts, certifications or other documentation as may reasonably evidence that such Eligible Costs have been paid or are due and owing;

(iii) a project status cost control report, in form acceptable to State, KSFA, and their respective Representatives, showing the percentage completion of each line item in the Team Facilities Budget and the amount, if any, by which the actual costs incurred for each line item are above or below the amount indicated in the Team Facilities Budget;

(iv) a certificate, substantially in the form of **Exhibit E**, executed and delivered by the Construction Manager and the Architect, pursuant to which (A) the Construction Manager certifies, to the best of its knowledge and except with respect to the matters certified by the Architect pursuant to clause (B) below, that (1) the work, services, materials, equipment or other items to which the Eligible Costs included in such Request for Disbursement relate have been performed, furnished or delivered, as applicable, or, to the extent payment is requested to enable the performance, furnishing or delivery thereof, will be performed, furnished or delivered,

in each case in a good and workmanlike manner; (2) such work, services, materials, equipment or other items have been, or will be, completed, performed, furnished or delivered in accordance with the applicable Construction Agreements, the Project Program Statement and Applicable Law, and are of a quality consistent with the first-class standard contemplated by Section 2.1 and generally comparable in overall quality to the Comparable NFL Team Facilities, and (3) the Eligible Costs included in such Request for Disbursement are properly attributable to such work, services, materials, equipment or other items and, have been paid or are due and owing; and (B) the Architect certifies that, based on on-site observations and the application for payment from the Construction Manager, to the best of the Architect's knowledge, information, and belief, the applicable work has progressed as indicated, the quality of the work is in accordance with the Plans and Specifications, and the Construction Manager is entitled to payment of the amount certified, in each case to the extent applicable to the Eligible Costs included in such Request for Disbursement;

(v) an acknowledgement of payment and waiver of lien or release of lien for Work performed and material furnished through the date of the preceding disbursement subject to any applicable retention, to the extent applicable to the Eligible Costs included in such Request for Disbursement;

(vi) a sources-and-uses statement (required only in connection with a disbursement subject to the Team Facilities Construction Ratio), in form and detail reasonably acceptable to the State and KSFA, showing: (A) Total Funded Project Costs; (B) the cumulative amount of the Public Team Facilities Funding Commitment applied before giving effect to such Request for Disbursement; (C) the cumulative amount of the Private Team Facilities Funding Commitment applied before giving effect to such Request for Disbursement; (D) the amount of such Request for Disbursement and the portions thereof to be funded from (x) the Public Team Facilities Funding Commitment and (y) the Private Team Facilities Funding Commitment; and (E) the cumulative amount of the Public Team Facilities Funding Commitment applied, and the cumulative amount of the Private Team Facilities Funding Commitment applied, in each case after giving effect to such Request for Disbursement, expressed in dollars and as a percentage of Total Funded Project Costs, demonstrating that, after giving effect thereto, the Public Team Facilities Funding Commitment applied does not exceed sixty percent (60%) of Total Funded Project Costs, and the Private Team Facilities Funding Commitment applied is not less than forty percent (40%) of Total Funded Project Costs; and

With respect to any Request for Disbursement seeking payment of Project Costs, including costs incurred prior to the execution of the GMP Contract or costs not payable under the GMP Contract or any other Construction Agreement, the supporting materials required by this Section 4.7(b) shall be required only to the extent applicable to the nature of the Project Costs for which payment is sought. Lien waivers, Architect certifications and Construction Manager certifications shall be required only to the extent applicable to the nature of the costs for which payment is sought.

(c) Notwithstanding anything to the contrary in this Section 4.7, HQCo shall submit any and all Requests for Disbursement no later than six (6) months following the Final Completion Date, and none of the State, KSFA or the Construction Funds Trustee shall have any obligation to authorize, direct, or make any disbursement in respect of any Requests for Disbursement submitted after such date; provided that the foregoing shall not limit the survival of,

or any Party's obligations with respect to, Requests for Disbursement properly submitted on or before such date, or any rights, obligations, credits, offsets, payments or disbursements under the Master QAD Agreement whether or not the applicable request, certification or other submission under the Master QAD Agreement is made after such date, in each case subject to and in accordance with the Terms of the Master QAD Agreement.

(d) The State and KSFA may waive or modify the Minimum Requisition Threshold with respect to any particular Request for Disbursement; provided that any such waiver or modification shall be requested by HQCo in writing in the applicable Request for Disbursement (or in a separate written request delivered concurrently therewith); provided, further, that the Minimum Requisition Threshold shall be deemed waived for one Request for Disbursement designated by HQCo in each calendar month, which designation shall be made in the applicable Request for Disbursement; provided, further, that any such Request for Disbursement shall otherwise be subject to, and shall comply with, the procedure set forth in this Section 4.7, including the requirements of Section 4.7(b).

(e) Requests for Disbursement shall be submitted electronically to the Designated Public Representative at [●], with copies to such other Persons as the Designated Public Representative may reasonably designate in writing from time to time.

(f) A Request for Disbursement with respect to a Project Payment to be paid to Persons other than the Construction Manager or a Construction Provider shall include copies of invoices or receipted bills for each item included therein, or such other supporting documentation as is reasonably appropriate for the nature of the Eligible Costs included in such Request for Disbursement.

(g) Upon approval or deemed approval of a Request for Disbursement pursuant to Section 4.7(h), KSFA shall promptly authorize the requested disbursement and shall deliver to the Construction Funds Trustee a written direction and requisition instructing the Construction Funds Trustee to disburse the requested funds from the Disbursement Account by either (i) paying such amounts directly to the Construction Manager, applicable Construction Provider, vendor, or other third-party payee or (ii) if needed for construction expediency or other reasons, though it is not expected to be the typical process, paying for Eligible Costs previously paid. The Construction Funds Trustee shall be entitled to verify any such written direction and requisition (and, in connection therewith, to review the accompanying Request for Disbursement and supporting materials); provided that the Construction Funds Trustee shall complete any such verification, and deliver to KSFA any resulting written objection, within seven [(7) Business Days][2] after its receipt of such written direction and requisition (the "**Trustee Verification Period**"). If the Construction Funds Trustee does not deliver a written objection to KSFA prior to the expiration of the Trustee Verification Period, the written direction and requisition shall be deemed approved by the Construction Funds Trustee, and the Construction Funds Trustee shall disburse the requested funds in accordance therewith. If the Construction Funds Trustee timely delivers a written objection, KSFA and the Construction Funds Trustee shall diligently work in good faith to resolve such

[2] ***Sidley Note to Draft**:* Subject to discussion with lender.

objection, and the Construction Funds Trustee shall disburse the requested funds upon resolution thereof; provided that any discrete invoice or other payment request included in such Request for Disbursement that is not affected by such objection may, at the discretion of the Construction Funds Trustee, be disbursed in accordance with this Section 4.7. For the avoidance of doubt, an individual invoice or other applicable payment request shall not be partially disbursed (e.g., by paying the undisputed portion of, or undisputed line items included in, a single invoice) if any portion thereof is affected by such objection. To the extent the Construction Funds Trustee pays a third-party payee directly at HQCo's written direction, the applicable Request for Disbursement and supporting materials shall constitute the required evidence of payment unless the State or KSFA reasonably requests additional evidence.

(h) Notwithstanding HQCo's submission of a Request for Disbursement, KSFA shall have no obligation to authorize any disbursement, and shall not deliver a written direction and requisition to the Construction Funds Trustee, unless and until the State Representative and the KSFA Representative shall have jointly reviewed and approved such Request for Disbursement (such approval not to be unreasonably withheld, conditioned or delayed to the extent the applicable conditions to disbursement are satisfied). During the Review Period and at each Biweekly Meeting, the Parties shall use commercially reasonable efforts to work cooperatively and efficiently to identify and resolve any questions or issues relating to any Request for Disbursement as promptly as practicable, provided that the State and KSFA shall complete such review and approve or object to the Request for Disbursement no later than the expiration of the Final Review Period. If the State or KSFA objects to any portion of a Request for Disbursement, it shall provide written notice to HQCo no later than the expiration of the Final Review Period specifying in reasonable detail the basis for the objection. Any portion of a Request for Disbursement not objected to prior to the expiration of the Final Review Period shall be deemed approved, provided that, if the State or KSFA requests reasonably necessary additional information within the Review Period or Final Review Period and specifies in reasonable detail the information requested and the portion of the Request for Disbursement affected thereby, the Final Review Period shall be tolled solely with respect to such affected portion until such information is received. If HQCo wishes to dispute KSFA's disapproval of a Request for Disbursement, the dispute shall be resolved by the dispute resolution provisions under Article 9 of this Agreement; provided that any undisputed portion of such Request for Disbursement shall be paid in accordance with this Section 4.7. Notwithstanding any prior approval or deemed approval of a Request for Disbursement or any disbursement made pursuant thereto, to the extent any amounts so disbursed are subsequently determined pursuant to Article 9 to be attributable to the gross negligence or willful misconduct of HQCo or any Project Team member, HQCo shall repay such amounts to the Construction Funds Trustee, together with Default Interest thereon accruing from the date of the applicable disbursement through the date of repayment. Any principal amount repaid pursuant to the preceding sentence shall be deposited into the Team Facilities Development Account and remain available for payment of Eligible Costs in accordance with this Agreement, and the portion of the applicable disbursement so repaid shall cease to be treated as an application of the Public Team Facilities Funding Commitment; Default Interest shall be remitted to and retained by the State.

(i) Notwithstanding the foregoing, no Request for Disbursement shall be approved or deemed approved by KSFA if approval thereof would result in (i) a violation of Applicable Law or (ii) the Public Team Facilities Funding Commitment applied exceeding sixty percent (60%) of Total Funded Project Costs or the Private Team Facilities Funding Commitment applied being less than forty percent (40%) of Total Funded Project Costs. It shall be a condition precedent to any disbursement from the Disbursement Account that, at the time of such disbursement, after giving effect thereto, (i) the Public Team Facilities Funding Commitment applied shall not exceed sixty percent (60%) of Total Funded Project Costs, (ii) the Private Team Facilities Funding Commitment applied shall not be less than forty percent (40%) of Total Funded Project Costs, and (iii) no HQCo Default exists under this Agreement, nor shall there exist any event, condition, or circumstance which, with notice and/or the passage of time, would constitute a default or event of default under this Agreement. For the avoidance of doubt, compliance with clauses (i) and (ii) shall be determined on a cumulative basis, and nothing herein shall prohibit the Private Team Facilities Funding Commitment from temporarily exceeding forty percent (40%) of Total Funded Project Costs or the Public Team Facilities Funding Commitment from temporarily constituting less than sixty percent (60%) thereof; provided that subsequent disbursements from the Disbursement Account may be made in amounts sufficient to restore the Team Facilities Construction Ratio on a cumulative *pari passu* basis so long as, after giving effect to any such disbursement, the cumulative Public Team Facilities Funding Commitment applied does not exceed sixty percent (60%) of cumulative Total Funded Project Costs. Further, no Request for Disbursement shall be approved for fees and expenses explicitly excluded from the definition of Project Costs, including, without limitation, Corrective Work Costs attributable to the negligence, fault or failure to perform of HQCo or any member of the Project Team, and any such excluded amounts shall be funded solely by HQCo and shall not be included in the calculation of the Team Facilities Construction Ratio for any purpose under this Agreement. For the avoidance of doubt, no Project Cost shall be payable from the Team Facilities Development Account to the extent such payment would cause the aggregate amount disbursed from the Team Facilities Development Account to exceed the Public Team Facilities Funding Commitment.

(j) With respect to each Request for Disbursement, to the extent the Construction Funds Trustee pays unpaid Project Costs directly to the Construction Manager, a Construction Provider, vendor or other third-party payee, HQCo must, within ten (10) Business Days after such payment, fund or cause to be funded or applied, and provide evidence reasonably satisfactory to the State and KSFA, to the extent not previously provided in the applicable Request for Disbursement or supporting materials, that it has funded or caused to be funded or applied, the required portion, if any, of the Private Team Facilities Funding Commitment corresponding to Public Team Facilities Funding Commitment disbursed by the Construction Funds Trustee, such that the Team Facilities Construction Ratio is maintained (the "**Payment Deliverable**"). If HQCo fails to timely satisfy the Payment Deliverable (a "**Nonpayment Event**"), then, from and after the occurrence of such Nonpayment Event and upon written notice thereof to HQCo, the State and KSFA shall be entitled to direct the Construction Funds Trustee to suspend, delay, condition or withhold any and all further disbursements from any applicable Disbursement Account for the payment of Project Costs until such Nonpayment Event has been cured.

In the event of a Nonpayment Event, HQCo shall be responsible to the State and KSFA for any damages resulting therefrom commencing from the date of such Nonpayment Event, with such

damages to be agreed upon by the Parties or, failing such agreement, determined by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof.

(k) Notwithstanding anything contained herein to the contrary, without the prior written consent of KSFA and the State, HQCo shall not make any advance payments to Construction Providers for materials or equipment related to the Project not delivered to or stored at the Team Facilities Site, except that, if HQCo reasonably determines that storage of materials or equipment at a location other than the Team Facilities Site is in the interests of the Project, HQCo may make such advance payments for such materials or equipment, so long as (i) the materials or equipment are delivered to or stored at another secure location as reasonably determined by HQCo, (ii) such materials and equipment will be insured while stored off-site in accordance with the requirements of this Agreement, (iii) reasonable steps shall be taken to prevent the materials and equipment from becoming subject to liens or ownership claims of third parties by virtue of such off-site storage, and (iv) KSFA, the State, and their respective agents, employees and contractors will have reasonable access to the off-site location to inspect the stored materials and equipment. KSFA and the State acknowledge that some of the materials and equipment to be incorporated into the Project may have long lead times. Accordingly, such materials and equipment may be ordered early and stored at the Team Facilities Site, provided such materials are insured against loss or damage under the builder's risk policy to be issued in accordance with the GMP Contract.

(l) With respect to any disbursement made prior to expiration or termination of this Agreement, HQCo's obligations under this Section 4.7 including, without limitation, obligations to provide post-disbursement evidence of payment and cure any Nonpayment Event, shall survive such expiration or termination.

(m) HQCo shall be responsible for all actual Project Cost Overruns in accordance with this Agreement, and neither KSFA nor the State shall have any obligation to fund, finance or otherwise contribute any portion of any Project Cost Overrun. For the avoidance of doubt, any projected cost-to-complete variance, forecast, estimate, potential funding shortfall or other projected overage shall not constitute a Default, Project Cost Overrun or basis to suspend, delay, condition or deny any otherwise proper disbursement of the Public Team Facilities Funding Commitment unless and until Project Costs actually exceed the Team Facilities Budget. Nothing in this Section 4.7(m) shall increase, expand or otherwise modify the Public Team Facilities Funding Commitment, alter the Team Facilities Construction Ratio, or limit HQCo's obligations with respect to actual Project Cost Overruns, including under the Club Guaranty.

4.8 Disbursements from Team Facilities Development Account.

(a) With respect to disbursements from the Team Facilities Development Account, for purposes of Section 4.7 the Disbursement Account is the Team Facilities Development Account and the Eligible Costs are Project Costs. Any payment of Project Costs from the Team Facilities Development Account, including any payment for Project Costs previously paid, shall be deemed an application of the Public Team Facilities Funding Commitment for purposes of this Agreement, the Team Facilities Construction Ratio and the Tier 1 Funding Commitment. Such disbursements are otherwise made in accordance with Section 4.7.

4.9 Reserved.

4.10 State Expenses Account.

(a) Promptly after the Effective Date, KSFA shall establish and maintain the State Expenses Account in accordance with Section 4.10 of the Stadium CCA.

(b) Payments from the State Expenses Allocation shall not constitute Project Costs or applications of the Public Team Facilities Funding Commitment, shall not be credited against the Public Team Facilities Funding Commitment, and shall not be included in Total Funded Project Costs or otherwise taken into account for any purpose of the Team Facilities Construction Ratio. Application of the State Expenses Allocation to cover State Expenses shall be made in accordance with this Section 4.10 of the Stadium CCA. The State and KSFA shall have the right to deposit additional funds into the State Expenses Account for the payment of State Expenses or any other expense of the State or KSFA incurred in connection with the Project or the Definitive Documentation.

(c) The Parties obligations under this Section 4.10 shall survive any expiration or termination of this Agreement.

4.11 Reserved.

4.12 Reserved.

4.13 Right of Audit.

(a) HQCo shall keep and maintain within the Team Facilities, at all times during the Term, complete and accurate records and accounts of the Project, including, without limitation, all Construction Documents and Project Agreements entered into by HQCo, the Construction Manager, or the Architect and any other Project Agreement in HQCo's possession or control or obtainable by HQCo upon request, and all invoices, receipts, payment requisitions and any and all related documents for the performance of the Work. HQCo shall preserve such records and accounts for a period of three (3) years following the later of (i) Final Completion of the Project and (ii) the expiration or termination of this Agreement.

(b) KSFA, the State and their designees, shall each have the right, at its sole cost and expense, from time to time, upon reasonable prior notice and during normal business hours, to inspect, audit and duplicate the records and accounts of HQCo described in the preceding Section 4.13(a), including all underlying invoices, contracts, change orders, payment applications, payroll records, bank statements, general ledger entries and related supporting documentation, and to interview reasonably knowledgeable personnel of HQCo regarding the same, subject only to reasonable confidentiality, privilege, trade secret and non-disclosure protections in accordance with Applicable Law.

(c) Upon the request of KSFA or the State, HQCo shall promptly request and diligently seek to obtain from the Construction Manager, the Architect or any other applicable Person, any Construction Document or Project Agreement that is not then in HQCo's possession or control but that HQCo is entitled to request or obtain. Promptly upon receipt thereof, HQCo shall make such Construction Document or Project Agreement available to KSFA and the State for inspection, audit and duplication in accordance with Section 4.13(b).

(d) The provisions of this Section 4.13 shall survive the expiration, termination or cancellation of this Agreement for a period of at three (3) years following the later of (i) Final Completion of the Project and (ii) the expiration or termination of this Agreement.

4.14 Liens.

(a) HQCo shall discharge, bond over, escrow, withhold against or otherwise secure, in a manner reasonably satisfactory to KSFA, all mechanics and public improvement liens that may arise as a result of the Project within thirty (30) days of notice of the existence of the lien in accordance with the requirements of Kansas lien law. In the event that a mechanics lien or a public improvement lien is filed with respect to the Project, KSFA shall have no obligation to authorize any disbursement from the Team Facilities Development Account of the portion of any Request for Disbursement relating to the disputed liened amount or liened work, except for funds to be used to discharge, bond over or otherwise secure the lien, until such time as such lien has been discharged by HQCo or HQCo has provided a Lien Release Bond, cash escrow, affirmative title-insurance coverage, letter of credit or other irrevocable security meeting objective criteria reasonably established by KSFA, in an amount not less than one hundred twenty five percent (125%) of the asserted lien plus reasonably estimated interest, costs and attorneys' fees; provided, however, that the existence of any such lien shall not prevent disbursement of amounts that are not reasonably related to the liened amount and that are otherwise payable under this Agreement. Notwithstanding the foregoing, KSFA may suspend broader disbursements to the extent a lien materially affects or threatens title to the Team Facilities Site, access to or completion of the Project, the Team Facilities Development Account, the applicable financing or the validity or priority of the State's or KSFA's interests.

(b) If HQCo desires to contest any claim of lien, it shall, prior to the expiration of the thirty (30) day period set forth in the preceding paragraph, either procure an appropriate surety bond in lieu of the lien, in an amount consistent with Applicable Law, with a responsible licensed Kansas corporate surety in the amount and manner sufficient to release the Team Facilities and the funds in the Team Facilities Development Account from the charge of the lien ("**Lien Release Bond**"), or otherwise secure the lien in a manner satisfactory to KSFA and in accordance with Section 4.14(a) above. Nothing contained herein shall prevent KSFA or its designee, at the cost and for the account of HQCo, from obtaining and filing, at HQCo's expense, a Lien Release Bond, in the event HQCo fails or refuses to furnish the same within said thirty (30)-day period (or such longer period as is reasonably necessary to procure such bond but not to exceed sixty (60) days), in which event HQCo shall pay KSFA for the premium on such bond plus interest at the Default Interest Rate.

(c) HQCo's obligations under this Section 4.14 to discharge, bond over, or otherwise remove mechanics' or public improvement liens shall survive any expiration or termination of this Agreement until such liens are satisfied, bonded over, or otherwise released of record.

4.15 Excess Funds.

(a) To the extent that there are any funds in the Team Facilities Development Account (including any liquidated damages paid to KSFA and deposited into the Team Facilities

Development Account pursuant to Section 3.9) after (i) Final Completion of the Project and (ii) payment of all Project Costs eligible for payment therefrom, such remaining funds shall constitute "**Excess Funds**". For the avoidance of doubt, Excess Funds shall not include amounts funded by or on behalf of HQCo, TeamCo or their Affiliates, any cash collateral or security provided by HQCo, TeamCo or their Affiliates or any other amounts that do not comprise the Public Team Facilities Funding Commitment. Excess Funds shall be applied and distributed by the Construction Funds Trustee upon the written direction of KSFA in the following order of priority:

(i) First, to the extent such Excess Funds constitute Bond Proceeds, interest or investment earnings thereon, or other amounts required or permitted under Applicable Law or the applicable Bond Documents to be applied to the STAR Bonds or other applicable bonds or obligations, such Excess Funds shall be applied to redeem, defease, purchase, cancel or pay debt service on the applicable bonds, or otherwise reduce the State's outstanding debt obligations related to the Project;

(ii) Second, to the State, an amount equal to any remaining interest and investment earnings that have accrued on the State's contributions to the Team Facilities Development Account from the date of each such contribution through the Final Completion Date, to the extent such interest and investment earnings have not been applied pursuant to clause (i) above; and

(iii) Third, any remaining Excess Funds after the distributions described in clauses (i) and (ii) above shall, as determined by the State in its sole discretion and to the extent permitted by Applicable Law and the applicable Bond Documents, either (A) be transferred to the Master QAD Account and available for disbursement or application under the Master QAD Agreement for other Qualified Ancillary Development and credited against the Public Master QAD Funding Commitment, in each case, in accordance with the terms therein, or (B) be deposited into the RMMO Fund to supplement funds available for Capital Repairs, Maintenance and Repair Work and Management and Operations of the Stadium Facility (to the extent permitted by federal tax law and K.S.A. 12-17,160 *et seq.*, if any such remaining Excess Funds constitute Bond Proceeds).

(b) The Parties' obligations under this Section 4.15 shall survive any expiration or termination of this Agreement through Final Completion and until all amounts are finally reconciled and applied or distributed in accordance herewith.

4.16 Reserved.

4.17 Cost Segregation Study and Qualifying Personal Property. HQCo shall, at its sole cost and expense and not as a Project Cost, engage an independent accounting firm to prepare a Cost Segregation Study at the end of each construction year identifying the portion of Project Costs attributable to Qualifying Personal Property which, upon Final Completion and subject to this Section 4.17, shall be allocated to HQCo solely for U.S. federal income tax purposes and any corresponding state income tax purposes to the extent supported by Applicable Law. Any such allocation shall not exceed the aggregate amount of Project Costs actually funded by HQCo pursuant to the Private Team Facilities Funding Commitment as of Final Completion Date, and shall be subject to KDFA's confirmation with bond counsel to confirm that such allocation does

not negatively impact tax exempt debt issued to support the Project. The cost of any portion of the Project classified as raw land for income tax purposes shall be allocated to KSFA. For the avoidance of doubt, no allocation under this Section 4.17 shall increase or reduce any Party's funding commitment, alter the Team Facilities Construction Ratio, change title to the Team Facilities Site or any land, or create any reimbursement, credit or funding obligation not otherwise expressly provided in this Agreement. For purposes of this Section 4.17, amounts paid, funded or advanced by or on behalf of HQCo during construction to maintain the Team Facilities Construction Ratio or satisfy the Private Team Facilities Funding Commitment shall not, solely by reason of such payment, funding or advance, constitute HQCo's acquisition of the specific assets, work or improvements paid for with such amounts. Such amounts are intended to maintain the Team Facilities Construction Ratio and evidence satisfaction of the Private Team Facilities Funding Commitment pending the final tax allocation contemplated by this Section 4.17.

4.18 Project Reporting. HQCo shall furnish to the State and KSFA monthly a project status report or reports, each certified to the State and KSFA by an authorized officer of HQCo, which shall contain: (i) the status of design planning, including any material changes to the Plans and Specifications since the prior report; (ii) a comparison of the Team Facilities Budget to Project Costs incurred through the date of the report and a description of any material variances; (iii) a status of the Master Project Schedule in relationship to the Work completed through the date of the report and a description of any material variances; (iv) the status of any permits, licenses, or approvals under Applicable Law required or necessary to facilitate the continued construction, or ultimate occupancy, of the Project; (v) the status of any pending or threatened claims, liens or litigation relating to the Project; and (vi) any other matters relating to the design, development and construction of the Project as reasonably requested by the State or KSFA (collectively, the "**Project Status Report**"). The Project Status Report shall be delivered to the State Representative and KSFA Representative no later than the fifteenth (15th) day of each calendar month for the immediately preceding calendar month. Following receipt of any Project Status Report, the State or KSFA may request a meeting with HQCo and its applicable Representatives to discuss the contents of such Project Status Report, and HQCo shall reasonably cooperate in scheduling and participating in such meeting within a reasonable period of time following such request.

ARTICLE 5 DAMAGE TO THE PROJECT

5.1 Damage or Destruction Prior to Substantial Completion. If, at any time prior to Substantial Completion of the Project, Project Damage occurs, HQCo shall commence and thereafter proceed as promptly as possible to repair, restore and replace the Project Damage so as to cause the same to be repaired in accordance with the Plans and Specifications and the Project Program Statement, in which event the anticipated dates of Substantial Completion and Final Completion shall be automatically extended for such period of time as may be reasonably necessary to perform and complete the repair, restoration or replacement Work.

5.2 Insurance Proceeds. All Project Insurance Policy proceeds paid on account of any Project Damage shall be held by HQCo in trust for the purposes of paying the cost of the repair, restoration or replacement Work and shall be applied by HQCo to such repair, restoration or replacement Work performed in accordance with the terms of Section 5.1. HQCo shall be responsible for the cost of repairing all Project Damage even if such costs exceed the extent of available Project Insurance Policy proceeds to the extent that available Project Insurance Policy

proceeds are insufficient to cause the Project to be repaired to its condition existing immediately prior to such Project Damage, HQCo may use funds from the Team Facilities Development Account to fund such repair, subject to the Team Facilities Construction Ratio, Section 4.7, and the applicable Bond Documents, provided that if such Project Damage causes the Project Costs to exceed the Team Facilities Budget, the excess costs shall be considered a Project Cost Overrun. For the avoidance of doubt, nothing in this Section 5.2 shall (i) increase the Public Team Facilities Funding Commitment or (ii) reduce, waive or otherwise excuse HQCo's obligation to complete the Project in accordance with the Plans and Specifications and the Project Program Statement or to fund the Private Team Facilities Funding Commitment. The rights and obligations of the Parties under this Section 5.2 with respect to any Project Damage occurring prior to the expiration or termination of this Agreement shall survive such expiration or termination until all applicable insurance proceeds have been received and applied in accordance with this Agreement.

5.3 Remedial Work; Environmental Compliance.

(a) HQCo shall be responsible for performing, or causing to be performed, and for paying the cost of performing, such corrective or remedial actions (including all investigations, monitoring, remediation and related activities) to the extent required by Applicable Law to be performed with respect to any environmental event or any Hazardous Substances present at, in, on, under or emanating from the Team Facilities Site (the "**HQCo Remedial Work**"); provided, however, that under no circumstances shall the HQCo Remedial Work include corrective or remedial actions to the extent of any environmental event or any Hazardous Substances present at, in, on, under or emanating from the Team Facilities Site caused by the gross negligence or willful misconduct of the State, KSFA, or their respective agents, employees, or contractors. To the extent the State or KSFA has a claim against any third Person with respect to any environmental event that is included in the HQCo Remedial Work, the State or KSFA, as applicable, hereby assigns to HQCo, as of the date HQCo is required to perform the related HQCo Remedial Work, such claim insofar as it relates to the cost of the HQCo Remedial Work or any damages suffered by HQCo in connection with such environmental event, and the State or KSFA, as applicable, shall reasonably cooperate with HQCo and provide HQCo with such information as HQCo shall reasonably request in pursuing such claim against any such Person. The costs of the HQCo Remedial Work shall constitute a Project Cost.

(b) HQCo shall not cause, or negligently or knowingly permit, any Hazardous Substances to be generated, used, released, stored or disposed of at, in, on or under the Team Facilities Site or the Project by HQCo or any member of the Project Team and shall use commercially reasonable efforts to prevent HQCo and the Project Team from generating, using, releasing, storing, or disposing of any Hazardous Substances at, in, on, or under the Team Facilities Site or the Project; provided, however, that HQCo and the Project Team may generate, use, release, and store such quantities of Hazardous Substances as may be required for HQCo to perform its obligations under this Agreement so long as such Hazardous Substances are commonly generated, used, released, or stored in similar circumstances and generated, used, released, stored, or disposed of in compliance with Environmental Laws.

(c) During the Term, HQCo shall give the State Representative and KSFA Representative prompt oral notice and follow-up written notice within seventy-two (72) hours of HQCo's discovery (or the discovery by any member of the Project Team who so informs HQCo)

of (i) any actual or threatened environmental event or release of Hazardous Substances [in violation of, or which may reasonably be expected to result in liability under, Environmental Law] relating to the Team Facilities Site or the Project, or (ii) the existence at, in, on, or under the Team Facilities Site or the Project of any Hazardous Substance in violation of Environmental Laws, and promptly shall furnish to the State and KSFA such reports and other information reasonably available to HQCo or such member of the Project Team concerning the matter.

(d) All wastes produced at or from the Team Facilities Site or the Project, including construction wastes or any waste resulting from the performance of the Work, shall be disposed of, and when applicable manifested, appropriately by HQCo based on its waste classification in accordance with Environmental Laws. As between the State and KSFA, on the one hand, and HQCo, on the other hand, HQCo shall be the generator of any such waste generated or produced from the Team Facilities Site or the Project in accordance with Environmental Laws.

(e) HQCo's obligations under this Section 5.3 shall survive the expiration, termination or cancellation of this Agreement.

ARTICLE 6 PROJECT INSURANCE

6.1 Property Insurance. HQCo shall procure and maintain, or cause the Construction Manager to procure and maintain, a builders' risk form policy covering the Project. The expense of the builders' risk policy shall be deemed a Project Cost. Such policy shall provide "all-risks" replacement cost coverage (and, in the case of builders' risk, shall be written on a completed value basis) as customarily provided by policies written on such basis in an amount not less than the full insurable value of the Project then covered by such policy, as reasonably determined by HQCo and approved by the State and KSFA. All insurance coverage for the Team Facilities shall be types and amounts consistent with NFL industry standards. The Parties shall cooperate to determine the most cost-effective manner to obtain all insurance coverage. Such policy shall also cover repair or reconstruction costs beyond replacement cost in order to comply with changes in Applicable Law or Building Code, subject to reasonable sub-limits if full policy limits are not commercially available.

6.2 Requirements of Project Insurance Policies.

(a) Each Project Insurance Policy shall be written with companies that are nationally recognized and, if underwriting primary coverage, that have a policyholder's rating of at least "A" and a FSC rating of at least XII as listed at the time of issuance by A.M. Best Insurance Reports, or such other ratings as KSFA, the State and HQCo may mutually agree, and are qualified to issue such insurance in the State. The coverages, limits, endorsements and other terms of each Project Insurance Policy shall be consistent with NFL industry standards for the development and construction of Comparable NFL Team Facilities, subject to commercially available terms and conditions in the insurance market.

(b) Each Project Insurance Policy shall be endorsed to provide that it may not be canceled, terminated, reduced or materially changed unless at least sixty (60) days' advance notice thereof has been provided to the Parties, except in the case of cancellation or termination due to nonpayment of premium, in which case only ten (10) days' advance notice shall be required.

(c) The Project Insurance Policy described in Section 6.1 hereof shall include a waiver of any recourse against the State and KSFA for payment of any premiums or assessments under such policy.

(d) The Project Insurance Policies shall not have deductibles in excess of [Five Hundred Thousand Dollars ($500,000)] unless the Parties mutually agree to such higher deductible.

(e) The Project Insurance Policy obtained in accordance with Section 6.1 hereof shall name the State, KSFA, HQCo, and all Construction Providers as named insureds.

(f) With regard to the Project Insurance Policy described in Section 6.1 hereof, HQCo shall deliver, or cause to be delivered, to the other Parties certificates of insurance and any other documentation reasonably required by such other Parties evidencing the existence of such Project Insurance Policy and the various amendments thereto required herein, such delivery to be made at least three (3) Business Days prior to the date on which HQCo commences any construction activities on the Team Facilities Site, including any Pre-Construction Work to the extent such Pre-Construction work requires physical presence upon the Team Facilities Site. Within twenty-one (21) days after the issuance of any additional policies or amendments or supplements to the Project Insurance Policy materially affecting the coverage afforded thereunder, HQCo shall deliver to the other Parties revised certificates of insurance reflecting any such addition, amendment or supplement. If the Project Insurance Policy expires by its terms prior to the Final Completion of the Project, HQCo shall deliver to the other Parties certificates of insurance and any other documentation reasonably required by such other Parties evidencing the existence of the renewal or replacement of such Project Insurance Policy, such delivery to be made at least three (3) Business Days prior to the expiration of such Project Insurance Policy; provided that HQCo may instead deliver an email of the binder of insurance, such email delivery to be made on or prior to the expiration of such insurance policy, and within ten (10) days after the expiration of such insurance policy, the actual certificate of insurance and any other required documentation shall be furnished to the other Parties.

6.3 Construction Manager's Insurance. To the extent commercially available and permitted by Applicable Law, HQCo shall cause the Construction Manager to maintain a policy or policies providing the coverages as set forth in **Exhibit F** attached hereto and to otherwise comply with the requirements set forth therein.

ARTICLE 7 ACCESS AND LAND CONVEYANCES

7.1 Conveyance of Team Facilities Site. Prior to the Commencement of the Work and in any event prior to the issuance of any STAR Bonds for which conveyance of the Team Facilities Site is a Condition Precedent under Section 4.5(d), the Chiefs will convey to KSFA, via a Kansas statutory form special warranty deed, good, marketable and insurable (at standard rates) fee simple title to the Team Facilities Site and all other improvements thereon.

7.2 Team Facilities Land Transfer Agreement.

(a) The Chiefs, KSFA, and the State shall enter into a land transfer agreement governing the conveyance of the Team Facilities Site and all improvements thereon to KSFA,

which shall constitute Definitive Documentation (the "**Team Facilities Land Transfer Agreement**")

(b) A duly executed Team Facilities Land Transfer Agreement, in the form attached hereto as **Exhibit O**, shall be executed by [HQCo] and KSFA within one hundred twenty (120) days of the Definitive Documentation Outside Date.

ARTICLE 8 DEFAULT

8.1 HQCo Default . Subject to Section 8.6, any of the following events shall constitute a HQCo Default:

(a) HQCo 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;

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

(c) This Agreement or the Team Facilities or any material part of the Team Facilities is taken upon execution or by other process of law directed against HQCo, or are taken upon or subject to any attachment by any creditor of HQCo or claimant against HQCo, and said attachment is not discharged or disposed of within thirty (30) days after its levy;

(d) HQCo breaches any of the material terms, covenants, or conditions that this Agreement requires HQCo to perform, and such breach continues for a period of thirty (30) days after written notice from either KSFA or the State to HQCo or, if such breach cannot be cured reasonably within such thirty (30) day period, if HQCo fails to diligently commence to cure such breach within thirty (30) days after written notice from KSFA or the State and to diligently complete such cure thereafter;

(e) Any representation or warranty made by HQCo herein proves to be false or inaccurate in any material respect when made;

(f) HQCo breaches, in any material respect, any of the terms, covenants or conditions set forth in the Definitive Documentation, other than the Stadium CCA, Stadium Management Agreement, and Stadium Land Transfer Agreement that HQCo 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 HQCo;

(g) Commencement of the Work does not occur on or before the Commencement Deadline, subject to Force Majeure and delays permitted under this Agreement, or if the Work is discontinued for a period of forty-five (45) days or more, other than as a result of

Force Majeure or delays permitted under this Agreement, or any other mutually agreed upon suspension or sequencing of work; or the Project does not reach Substantial Completion by the Substantial Completion Date or Final Completion by the Final Completion Date, in each case subject to Force Majeure and delays permitted under this Agreement;

(h) HQCo defaults under, or otherwise fails to comply with, the terms of a decision rendered pursuant to the arbitration process set forth in Section 9.2 and the same remains uncured for more than thirty (30) days after written notice from KSFA to HQCo of such default or failure to comply;

(i) The initial issuance of STAR Bonds related to the Project has not occurred (a) within ninety (90) days following execution of the GMP Contract and (b) after satisfaction or waiver, if applicable, of the Conditions Precedent, and such failure is attributable to HQCo's failure to satisfy the conditions within its control; or

(j) HQCo fails to pay or reimburse when due any costs, expenses or interest required to be paid or reimbursed by HQCo pursuant to Section 8.4(d) in connection with the exercise by the State or KSFA of any Step-In rights, and such failure continues for ten (10) Business Days after written notice thereof from the State or KSFA.

8.2 KSFA Default. Subject to Section 8.6, any of the following events shall constitute a KSFA Default:

(a) KSFA 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 admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(b) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of KSFA are instituted against KSFA, or a receiver or trustee is appointed for all or any material portion of the property of KSFA, such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment;

(c) KSFA breaches any of the material terms, covenants, or conditions that this Agreement requires KSFA to perform, and such breach continues for a period of thirty (30) days after written notice from either HQCo or the State to KSFA or, if such breach cannot be cured reasonably within such thirty (30) day period, if KSFA fails to diligently commence to cure such breach within thirty (30) days after written notice from HQCo or the State and to diligently complete such cure thereafter;

(d) KSFA breaches, in any material respect, any of the agreements, terms, covenants or conditions set forth in the Definitive Documentation, other than the Stadium CCA, Stadium Management Agreement, and Stadium Land Transfer Agreement that KSFA 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 KSFA;

(e) KSFA fails to perform any material express application, disbursement, or payment obligation required of KSFA in connection with disbursements from the applicable Disbursement Account as required under Section 4.7, other than amounts subject to a good-faith dispute in accordance with Section 4.7(h), and such failure continues for ten (10) Business Days after written notice from HQCo to KSFA, provided that KSFA has not within such period commenced and diligently pursued a commercially reasonable cure (a "**KSFA Payment Breach**"); or

(f) Any representation or warranty made by KSFA herein proves to be false or inaccurate in any material respect when made.

8.3 State Default. Subject to Section 8.6, any of the following events shall constitute a State Default:

(a) The State 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 admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(b) The State breaches any of the material terms, covenants, or conditions that this Agreement or the STAR Bonds Financing Act, K.S.A. 12-17,160 through 12-17,181, as amended, require the State to perform, and such breach continues for a period of thirty (30) days after written notice from either HQCo or KSFA to the State or, if such breach cannot be cured reasonably within such thirty (30) day period, if the State fails to diligently commence to cure such breach within thirty (30) days after written notice from HQCo or KSFA and to diligently complete such cure thereafter;

(c) The State breaches, in any material respect, any of the terms, covenants or conditions set forth in the Definitive Documentation, other than the Stadium CCA, Stadium Management Agreement, and Stadium Land Transfer Agreement that the State 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 State;

(d) The State fails to perform any material, express funding, deposit, or issuance obligation required of the State under Sections 2.2, 4.4, or 4.5, other than (i) amounts or obligations subject to a good-faith dispute under this Agreement, (ii) any funding, deposit or issuance obligation as to which the applicable Conditions Precedent or other conditions to the performance of such obligation, have not then been satisfied or waived, except to the extent caused by the State's failure to use commercially reasonable efforts to satisfy any such condition within its control, (iii) the failure to satisfy the Funding Milestone set forth in Section 4.5(e), prior to the expiration of the notice and cure period set forth in Section 4.5(e)(v), (iv) any matter subject to the State's sole discretion under this Agreement (including, without limitation, any election whether to issue any additional series of STAR Bonds or other bonds or obligations under Sections 2.2(c) or 4.5); provided, however, that the State's discretion with respect to the timing, sizing, series, structure or issuance of STAR Bonds or other bonds or obligations shall not excuse the State's obligation to fund, deposit, apply or cause the disbursement of the full Public Team Facilities

Funding Commitment when required under this Agreement, or (v) any failure to the extent excused by Force Majeure or caused by HQCo's breach or failure to satisfy any condition to such obligation, which failure continues for ten (10) Business Days after written notice from HQCo to the State and for which the State has not, within such period, commenced and diligently pursued a commercially reasonable cure (a "**State Payment Breach**"); or

(e) Any representation or warranty made by the State herein proves to be false or inaccurate in any material respect when made.

8.4 Default Remedies

(a) Upon the occurrence of any one (1) or more uncured HQCo Defaults, the State and KSFA shall have the option to: (i) cease funding their respective unfunded portions of the Public Team Facilities Funding Commitment until such HQCo Default is cured; (ii) following termination of this Agreement pursuant to this Section 8.4(a), or following an uncured HQCo Default resulting in a material deviation from the Project Program Statement or material delay in the Master Project Schedule confirmed by final decision of the arbitrators following arbitration conducted in accordance with Article 9 , direct the Construction Funds Trustee to remit or release to the State and KSFA all of their respective undisbursed funds in the Team Facilities Development Account; provided, however, that neither the State nor KSFA shall have the right to withdraw any funds in the Team Facilities Development Account that represent Project Costs funded by HQCo, amounts required for payment of approved Project Costs for Work properly performed or amounts otherwise required to be paid pursuant to an approved Request for Disbursement or, solely to the extent required by Applicable Law or the applicable Bond Documents, any Bond Proceeds and interest or investment earnings thereon that are required to be retained in the Team Facilities Development Account or applied to the STAR Bonds or other applicable bonds or obligations; provided further that the State and KSFA may withhold or suspend any amount subject to a good-faith dispute or affected by the applicable HQCo Default, defective or nonconforming Work, a lien, a Nonpayment Event, a failure to maintain the Team Facilities Construction Ratio or a failure to comply with Applicable Law or the applicable Bond Documents; (iii) terminate this Agreement and to demand and receive an assignment of the Project Agreements entered into by HQCo (including all of HQCo's rights thereunder to require the assignment of sub-tier Construction Agreements and Architect Agreements, which rights the State and KSFA may exercise directly), together with a license to the Plans and Specifications and Construction Documents, and cause the Project to be completed; or (iv) exercise any of its other rights or remedies existing at law, in equity or otherwise, including, without limitation, recovery of damages, misapplied funds and unpaid obligations, plus interest accruing thereon at the Default Interest Rate. Notwithstanding the foregoing, neither KSFA nor State may exercise their right to terminate this Agreement unless and until (A) the State or KSFA shall have furnished HQCo with a notice of HQCo Default and HQCo has failed to cure such HQCo Default within thirty (30) days following the furnishing of such notice (unless said HQCo Default cannot be cured within said thirty (30) day period, in which case said period shall be extended as long as HQCo is diligently pursuing a cure) and (B) the existence of a HQCo Default (after the expiration of the applicable cure period) has been confirmed by final decision of the arbitrators following arbitration conducted in accordance with Article 9 hereof (other than a HQCo Default described in Section 8.1(a), 8.1(b) or 8.1(c), which shall not be subject to Article 9 or require the State or KSFA to await any arbitration or arbitral decision thereunder).

(b) Upon the occurrence of any one (1) or more uncured KSFA Defaults, (i) HQCo shall have the option to (A) cease funding its unfunded portion of the Private Team Facilities Funding Commitment; (B) terminate this Agreement, but solely with respect to an uncured KSFA Payment Breach that has been finally confirmed through arbitration under Article 9 ; and/or (C) exercise any of its other rights and remedies available under this Agreement, subject in all respects to sovereign immunity, governmental immunity and any other nonwaivable limitation on relief against the State or KSFA, provided, however, that HQCo may not terminate this Agreement except as provided under Section 4.5(e), and (ii) the State shall have the option to: (A) direct the Construction Funds Trustee to remit or release to it all of its respective portion of undisbursed funds in the Team Facilities Development Account; provided, however, the State shall not have the right to withdraw any funds from the Team Facilities Development Account that represent Project Costs funded by HQCo or KSFA or, solely to the extent required by Applicable Law or the applicable Bond Documents, any Bond Proceeds and interest or investment earnings thereon that are required to be retained in the Team Facilities Development Account or applied to the STAR Bonds or other applicable bonds or obligations; and/or (B) exercise any of its other rights or remedies expressly available under this Agreement and Applicable Law.

(c) Upon the occurrence of any one (1) or more uncured State Default(s), (i) HQCo shall have the option to (A) cease funding its allocable portion of the Project Costs not yet incurred, (B) terminate this Agreement, but solely pursuant to the termination right under Section 4.5(d)(xi) or the termination right for a Critical Delay under Section 4.5(e)(v); and/or (C) exercise any of its other rights or remedies existing at law, in equity or otherwise, excluding termination of this Agreement but including specific performance, declaratory relief and injunctive relief to enforce the State's express funding, deposit, and approval obligations under this Agreement, and including, to the fullest extent permitted by Applicable Law and subject to sovereign immunity, governmental immunity, and any other nonwaivable limitation on relief against the State, including, without limitation, the recovery of any funds disbursed by HQCo under this Agreement plus interest accruing thereon at the Default Interest Rate, and (ii) KSFA shall have the option to: (A) direct the Construction Funds Trustee to remit or release to it all of its respective portion of undisbursed funds in the Team Facilities Development Account; provided, however, KSFA shall not have the right to withdraw any funds from the Team Facilities Development Account that represent Project Costs funded by HQCo or the State or, solely to the extent required by Applicable Law or the applicable Bond Documents, any Bond Proceeds and interest or investment earnings thereon that are required to be retained in the applicable Disbursement Account or applied to the STAR Bonds or other applicable bonds or obligations; and/or (B) exercise any of its rights or remedies existing at law, in equity or otherwise. For the avoidance of doubt, HQCo may not terminate this Agreement except as provided under Section 4.5(e).

(d) Subject to Section 8.5 and notwithstanding anything to the contrary in this Agreement, upon the occurrence of (i) a HQCo Default that remains uncured following the applicable cure period and confirmation by arbitration pursuant to Article 9 hereof, and subject to NFL rules, regulations, and approvals to the extent applicable, or (ii) a Nonpayment Event that remains uncured for thirty (30) days following written notice thereof provided to HQCo, the State and KSFA shall have the right, in their sole discretion and without any obligation to do so, to step in and assume direct management and oversight of the Project (a "**Step-In**"), including the right to (i) exercise all rights of HQCo under the Project Agreements and use the Plans and Specifications and all Construction Documents, (ii) direct the Construction Manager and Architect

with respect to the completion of the Work and (iii) direct the Construction Funds Trustee to disburse funds from the Team Facilities Development Account directly to the Construction Manager and Construction Providers, subject to the terms and conditions of the Project Agreements. To the extent the State or KSFA exercises rights under, or accepts assignment of, any Project Agreement in connection with a Step-In, the State or KSFA, as applicable, shall assume the obligations arising under such Project Agreement from and after the date of such exercise or assignment. Without duplication of any amounts otherwise paid from available Project funds and without limiting any other rights or remedies of the State or KSFA under this Agreement, the Club Guaranty or the other Definitive Documentation, HQCo shall pay all amounts due and payable to the State, KSFA and KDFA under this Agreement, as well as all damages, costs and expenses arising from or relating to such Step-In, including reasonable attorneys' fees, the principal and interest on any funds advanced or obtained by the State or KSFA to fund the Step-In, and all other related costs, in each case, plus interest at the Default Interest Rate. The rights of the State and KSFA under this Section 8.4(d), including, without limitation, their Step-In rights, rights to complete the Project, rights to enforce and receive assignments of Project Agreements and rights to recover costs and expenses incurred in connection therewith, shall survive any expiration or termination of this Agreement arising from or following a HQCo Default. Notwithstanding the requirement in this Section 8.4(d) that the existence of a HQCo Default be confirmed by a final decision of the arbitrators under Article 9 of this Agreement before the State and KSFA may exercise their Step-In rights, upon the occurrence of a HQCo Default described in Section 8.1(a), 8.1(b) or 8.1(c), or upon a Nonpayment Event that remains uncured for thirty (30) days, the State and KSFA may exercise their Step-In rights under this Section 8.4(d) immediately, subject only to any cure period expressly provided herein and Section 8.5.

8.5 NFL Remedies. Upon the occurrence of any HQCo Default or Nonpayment Event giving rise to a Step-In right of the State or KSFA described in Section 8.4(d), the NFL may, in its sole discretion, enter upon the Team Facilities and perform the obligations of HQCo under the terms of this Agreement, and the Parties agree to accept such performance by the NFL on behalf and in the stead of HQCo, and the parties agree that the NFL shall not be liable for any damages resulting to the Parties for such action. Prior to exercising the Step-In right under Section 8.4(d), the State and/or KSFA, as applicable, shall provide written notice to the NFL and afford the NFL a period of forty-five (45) days to elect to perform HQCo's applicable obligations under this Section 8.5. If the NFL elects to perform, the State and KSFA 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 8.5 shall relieve HQCo from any of its other obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.

8.6 Exclusive Governance of Non-Relocation Agreement. Notwithstanding anything to the contrary in Sections 8.1-8.4, any dispute, default, or breach arising out of or relating to the Non-Relocation Agreement or the Team Facilities Non-Relocation Agreement shall be governed exclusively by the Non-Relocation Agreement or the Team Facilities Non-Relocation Agreement, respectively, including but not limited to, the remedies and dispute resolution set forth therein. For avoidance of doubt, any dispute, default, or breach arising out of or relating to the Non-Relocation Agreement or the Team Facilities Non-Relocation Agreement shall not be subject to the Default remedies set forth in Section 8.4 and shall not be subject to arbitration under Article 9 .

ARTICLE 9 DISPUTE RESOLUTION

9.1 Generally. All disputes arising under or relating to this Agreement, or the breach thereof, shall be resolved as follows in this Section 9.1 and 9.2 and survive any expiration or termination of this Agreement; provided, however, that notwithstanding anything to the contrary contained herein, neither Section 9.1(c) nor Section 9.2 shall apply to any dispute arising under or relating to the Non-Relocation Agreement and/or the Team Facilities Non-Relocation Agreement, or any breach thereof, and no dispute shall be subject to arbitration:

(a) The Party claiming a dispute shall promptly send notification of such dispute (the "**Dispute Notice**") to the other Parties hereto, which Dispute Notice shall include, at a minimum, a description of the dispute, the basis for the dispute and the contractual provision or provisions violated by the dispute. With respect to any dispute, each Party's executive representative designated as hereinafter provided shall meet in person or by telephonic conference within five (5) Business Days in an attempt to resolve any such claim, dispute, or other matter in controversy. Prior to any meetings between the Parties, the Parties shall exchange relevant information that will assist the Parties in resolving their dispute.

(b) For the purposes of any mandatory dispute resolution meetings provided for above, HQCo hereby designates [•] as its initial executive representative, the State hereby designates [•] as its initial executive representative and KSFA hereby designates [•] as its initial executive representative. Each Party may replace its designated executive representative upon written notice to the other Parties delivered in accordance with Section 13.5 hereof.

(c) If a dispute has not been settled or resolved within fifteen (15) Business Days after receipt of the Dispute Notice then either Party may notify the other Party in writing of its intent to pursue arbitration in connection with the dispute, whereupon either Party may then commence arbitration, to be conducted in Johnson County, Kansas, and administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. For the avoidance of doubt, this Section 9.1(c) shall not apply to any dispute arising under or relating to the Non-Relocation Agreement and/or the Team Facilities Non-Relocation Agreement, or any breach thereof.

9.2 Arbitration Procedure.

(a) Arbitration will be commenced by a written demand made by any Party upon the other Parties and filed with the Person or entity administering the arbitration.

(b) The arbitration will be submitted to three (3) arbitrators selected by those Parties appearing in the arbitration from the lists of highly experienced commercial arbitrators maintained by the American Arbitration Association, which may include arbitrators on its Large Complex Case Panel, and who reside in the State.

(c) The arbitrators will not have power to add to, modify, detract from, terminate or otherwise alter in any way the provisions of this Agreement. No arbitrator may make an award of punitive or exemplary damages.

(d) The arbitrating Parties will each pay for the services of its attorneys and witnesses and will equally share the costs relating to the arbitration.

(e) The decision or award of the arbitrators shall be entered with a court of competent jurisdiction and will be enforced according to the laws of the State consistent with Section 13.10.

(f) For the duration of any dispute, each Party shall continue to perform as required under this Agreement notwithstanding the existence of such dispute. In the event of a dispute involving the payment of money, the Parties shall make any required payments, excepting only such amount as may be disputed in good faith.

For the avoidance of doubt, this Section 9.2 shall not apply to any dispute arising under or relating to the Non-Relocation Agreement and/or the Team Facilities Non-Relocation Agreement, or any breach thereof.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of KSFA. KSFA represents and warrants to the State and HQCo that:

(a) KSFA is a body corporate and politic and a political subdivision of the State, duly organized and validly existing under the laws of the State pursuant to the Kansas Sports Facilities Authority Act, is in good standing under the laws of the State of Kansas, and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

(b) Pursuant to the Kansas Sports Facilities Authority Act, KSFA possesses the powers, privileges, immunities, tax exemptions and other exemptions provided to it thereunder, including the authority to acquire, own, hold, lease, use, finance, manage and administer the Team Facilities, Team Facilities Site, Team Facilities Infrastructure and related Project funds as contemplated by this Agreement;

(c) KSFA has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(d) this Agreement has been duly authorized, executed and delivered by KSFA and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(e) KSFA has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of this Agreement;

(f) to KSFA's knowledge, the execution, delivery, and performance of this Agreement by KSFA does not conflict with, nor will it result in a breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of: (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document,

indenture, mortgage, material contract or other material agreement or instrument to which KSFA is a party or by which KSFA or its properties is bound;

(g) KSFA has the requisite legal authority, in compliance with Applicable Law, to accept the conveyance of the Team Facilities Site and all improvements located thereon from the [applicable Chiefs entity];

(h) KSFA may, in compliance with Applicable Law, grant HQCo a revocable license and contractual right to access and use (but not possess) the Team Facilities pursuant to the terms of the Team Headquarters and Practice Facility Management Agreement; and

(i) there are no actions, suits or proceedings pending, or to KSFA's knowledge, threatened, against or affecting it or the Project, which, if adversely determined, would materially impair the ability of KSFA to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority.

10.2 Representations and Warranties of the State. The State represents and warrants to KSFA and HQCo that:

(a) the State is a sovereign state duly organized and existing under Kansas law;

(b) the State has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

(c) this Agreement has been duly authorized, executed and delivered by the State and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(d) the State has obtained all authorizations, consents or approvals required for the execution, delivery and performance by it of this Agreement without any further legislative action;

(e) to the State's knowledge, the execution, delivery, and performance of this Agreement by the State does not conflict with, nor will it result in a material breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which the State is a party or by which the State or its properties is bound;

(f) the State has the requisite legal authority, in compliance with Applicable Law, to perform its obligations under this Agreement with respect to the conveyance of the Team Facilities Site to KSFA and the issuance, deposit and application of the Public Team Facilities Funding Commitment as contemplated by this Agreement; and

(g) there are no actions, suits or proceedings pending, or to the State's knowledge, threatened, against or affecting it or the Project, which, if adversely determined, would materially impair the ability of the State to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority related to the Team Facilities.

10.3 Representations and Warranties of HQCo. HQCo represents and warrants to KSFA and the State that:

(a) HQCo is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is in good standing under the laws of the State of Kansas, and has all requisite corporate power and authority to execute, deliver and perform their obligations under this Agreement;

(b) this Agreement has been duly authorized, executed and delivered by HQCo and constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with the terms hereof, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity;

(c) HQCo has obtained all authorizations, consents, or approvals required for the execution, delivery and performance by it of this Agreement other than any NFL approvals expressly contemplated by this Agreement to be obtained after execution;

(d) to the best of its knowledge, the execution, delivery and performance of this Agreement by HQCo does not conflict with, nor will it result in a material breach or violation of (with or without due notice and/or lapse of time, or both), any of the terms, conditions or provisions of (i) any Applicable Law, (ii) any order of any Governmental Authority or (iii) any charter document, indenture, mortgage, material contract or other material agreement or instrument to which it is a party or by which it or any of its properties are bound;

(e) HQCo has the requisite authority, in compliance with Applicable Law, and subject to NFL rules, regulations, and approvals, to manage and operate the Team Facilities pursuant to the terms of the Team Headquarters and Practice Facility Management Agreement;

(f) HQCo has the requisite authority, in compliance with Applicable Law and subject to NFL rules, regulations, and approvals, to enter into the Non-Relocation Agreement, the Team Facilities Non-Relocation Agreement, and the Community Impact Agreement;

(g) to the best of HQCo's knowledge, TeamCo is the valid and legal holder of, and has the exclusive rights with respect to, the Franchise, which Franchise is in full force and effect;

(h) there are no actions, suits or proceedings pending, or to the best knowledge of HQCo threatened, against or affecting it or the Project, which, if adversely determined, would materially impair the ability of HQCo to perform its obligations under this Agreement, and it is not in default with respect to any judgment, decision, order, writ, injunction, decree or demand of any Governmental Authority;

(i) to the best of HQCo's knowledge, based on the Team Facilities Budget, Master Project Schedule and Project Program Statement as of the Effective Date, and assuming timely availability and application of the Public Team Facilities Funding Commitment, timely approvals required from the State and KSFA, execution of the GMP Contract in accordance with the Master Project Schedule and the absence of Force Majeure or delays not caused by HQCo, the Project can be completed in accordance with the Master Project Schedule, Project Program Statement, Plans and Specifications and the Team Facilities Budget;

(j) HQCo will cause all assignable Project Warranties to be assigned to KSFA on or before Final Completion;

(k) the Project and its contemplated use will, upon completion, be in substantial accordance with the Plans and Specifications and comply with Applicable Law and the Project Program Statement; and

(l) the organizational chart of HQCo attached hereto as **Exhibit K** (the "**Structure Chart**") is correct and accurate in all respects.

ARTICLE 11 PERMITS AND LICENSES

11.1 Legal Opinions. Simultaneously with the execution and delivery of this Agreement, KSFA, the State and HQCo will cause their respective legal counsel to deliver to the other Parties legal opinions in the respective forms attached hereto as **Exhibit G-1** through **Exhibit G-4**.

11.2 Permits and Licenses. All fees for the issuance of building permits have been waived by the State authority having jurisdiction over the Project. The State and all applicable Governmental Authorities shall use commercially reasonable efforts to expedite the review, processing, and issuance of all permits, licenses, and approvals necessary for the design, development, and construction of the Project, if any, required under Applicable Law.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnification of KSFA. Except to the extent that any Loss incurred in connection with or arising from the Project or any component thereof is caused by the gross negligence or willful misconduct of KSFA, any Affiliate of KSFA or their respective employees, contractors or agents, HQCo will neither hold nor attempt to hold KSFA, any Affiliate of KSFA or their respective employees or agents liable for, and HQCo will indemnify, defend and hold harmless KSFA, all Affiliates of KSFA and their respective employees and agents from and against, any and all losses, demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including without limitation attorneys' fees and disbursements) (collectively "**Losses**") incurred in connection with or arising from the negligence or wrongful act of HQCo or its employees, contractors or agents, guests or invitees in conjunction with the Project or any component thereof. If any action or proceeding is brought against KSFA, any Affiliate of KSFA, or their respective employees or agents by reason of any such claim for which HQCo has indemnified any Party hereunder, HQCo, upon written notice from such indemnified party, will defend the same at HQCo' expense, with counsel reasonably satisfactory to such indemnified party.

12.2 Indemnification of the State. Except to the extent that any Loss incurred in connection with or arising from the Project or any component thereof is caused by the gross negligence or willful misconduct of the State, any Affiliate of the State or their respective employees, contractors or agents, HQCo will neither hold nor attempt to hold the State, any Affiliate of the State or their respective employees or agents liable for, and HQCo will indemnify, defend and hold harmless the State, all Affiliates of the State and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from the negligence or wrongful act of HQCo or their employees, contractors or agents, in conjunction with the Project or any component thereof. If any action or proceeding is brought against the State, any Affiliate of the State, or their respective employees or agents by reason of any such claim for which HQCo have indemnified any Party hereunder, HQCo, upon written notice from such indemnified party, will defend the same at HQCo's expense, with counsel reasonably satisfactory to such indemnified party.

12.3 Reserved.

12.4 Indemnification of HQCo. Except to the extent that any Loss incurred in connection with or arising from the Project or any component thereof is caused by or results from the gross negligence or willful misconduct of HQCo, any Affiliate of HQCo or their respective employees, contractors, agents, guests or invitees, KSFA and State will neither hold nor attempt to hold HQCo, any Affiliate of HQCo or their respective employees or agents liable for, and to the fullest extent permitted by law (a) KSFA will indemnify, defend and hold harmless HQCo, all Affiliates of HQCo and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from the negligence or wrongful act of KSFA or its employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof, and (b) the State will indemnify, defend and hold harmless HQCo, all Affiliates of HQCo and their respective employees and agents from and against, any and all Losses incurred in connection with or arising from the negligence or wrongful act of the State or its employees, contractors, agents, guests or invitees in the conjunction with the Project or any component thereof. If any action or proceeding is brought against HQCo, any Affiliate of HQCo, or their respective employees or agents by reason of any such claim for which KSFA or the State have indemnified any Party hereunder, the indemnifying Party, upon written notice from such indemnified party, will defend the same at the indemnifying Party's expense, with counsel reasonably satisfactory to such indemnified party.

12.5 Survival. The provisions of this Article 12 will survive the expiration, termination or cancellation of this Agreement.

12.6 Exercise of Certain Remedies. The Parties agree that significant costs will be incurred by the State, KSFA and HQCo to maintain the insurance coverages required by this Agreement and the Team Headquarters and Practice Facility Management Agreement. Accordingly, each Party agrees to pursue all available recoveries under such policies with respect to any loss suffered by, as applicable, an indemnified party and covered, in whole or in part, by such insurance policies before asserting any claim for Losses against another Party or its Affiliates; provided, however, a Party may assert such claim if the making of such claim will be imminently precluded or barred by any applicable statute of limitations.No Invitees. For the avoidance of doubt, for

purposes of this Agreement, any person lawfully present at the Team Facilities shall be considered an invitee of HQCo and not of the State or KSFA.

12.8 Disclaimer of Warranties.

(a) The State and KSFA make no warranty or representation, express or implied, as to the title, value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Project or any portion thereof or any other warranty or representation with respect thereto. In no event shall the State or KSFA be liable for any incidental, indirect, special, punitive or consequential damages arising from any warranty or representation disclaimed in this Section 12.8, or the existence, furnishing, functioning or use of the Team Facilities or any item or, products or services provided for in this Agreement, regardless of whether such damages are based on contract, tort, strict liability or any other theory.

(b) In no event shall the State or KSFA have any liability in connection with the demolition, environmental remediation, design, development and/or construction of the Project as a result of or arising from (i) any approvals relating thereto given or withheld (or the right to give or withhold such approvals) pursuant to this Agreement or any other Definitive Documentation, (ii) any review, comment on or evaluation of any plans, drawings, specifications or other documents in connection with the design, construction or operation of the Project or (iii) any other right or non-delegable governmental duty to review, inspect, monitor, comment on or evaluate the Project or any component thereof. No such review, approval, comment, inspection, monitoring or evaluation by the State or KSFA shall (x) relieve HQCo or TeamCo of any liability or responsibility under this Agreement, it being understood and agreed that HQCo and TeamCo are at all times ultimately relying on their own skill, knowledge, professional training and experience (and that of their contractors, consultants and agents) in preparing (or causing the preparation of) any plans, drawings, specifications or other documents, (y) relieve HQCo or TeamCo of the responsibility to comply with all Applicable Laws, or (z) be the basis for any liability on behalf of the State for any errors, omissions or deficiencies in the design or construction of the Project.

(c) HQCo (in both its capacity as a Party to this Agreement and its capacity as construction administrator) and TeamCo each acknowledge and agree that (i) they are in no way relying on the expertise of the State or KSFA in any respect, including with respect to the Team Facilities Budget, the Plans and Specifications, the competence of any third parties, or the feasibility of the Project, (ii) they have conducted their own independent investigation and analysis with respect to the Project, and (iii) neither the State nor KSFA shall have any liability whatsoever to HQCo, TeamCo or any other Person except to the extent arising from the State's or KSFA's breach of a material, express obligation under this Agreement.

12.9 Limitations on Liability; Mutual Waiver of Damages.

(a) Notwithstanding anything to the contrary in this Article 12, (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 Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 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.Assignment. Without the prior written consent of the other Parties, HQCo may not assign its interests in this Agreement to any Person, except as provided in [Article 11] of the Team Headquarters and Practice Facility Management Agreement. KSFA may assign this Agreement upon two (2) Business Days' prior notice to HQCo, to an Affiliate or to another public benefit corporation of the State, provided that such assignee (i) is also assigned, and assumes full responsibility for the performance of all of the obligations of KSFA under, this Agreement and the Team Headquarters and Practice Facility Management Agreement and (ii) possesses the legal authority, powers, privileges, immunities, tax exemptions and other exemptions necessary to perform KSFA's obligations under this Agreement and the Team Headquarters and Practice Facility Management Agreement. Any and all assignments shall be subject to the terms of [Article 11] of the Team Headquarters and Practice Facility Management Agreement regardless of whether the term of the Team Headquarters and Practice Facility Management Agreement has not commenced. Any assignment permitted or approved hereunder shall be in substantially the form of assignment attached as Exhibit [A] to the Non-Relocation Agreement. To the extent that any assignment is approved or permitted hereunder, such assignment shall not relieve the assigning Party from any liability or obligation pursuant to this Agreement.

13.3 No Construction Against Drafting Party. The State, KSFA and HQCo acknowledge that each of them and their counsel have had an opportunity to review this Agreement, have mutually contributed to the drafting of this Agreement, and that this Agreement will not be construed against any of the Parties as the drafting party.

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

13.5 Notices. Unless otherwise provided in this Agreement, any agreement, notice, request, consent, approval, instruction or other communication to be given hereunder by any Party to the others shall be in writing and (i) delivered personally, (ii) mailed by certified mail, postage prepaid or sent by email transmission with a confirmation sent by way of one (1) of the above methods (such email notice to be effective on the date that confirmation of such transmission is received or rejected), addressed to the Party for whom it is intended at its address set forth in Article 1 of the Team Headquarters and Practice Facility Management Agreement; provided that any Party may designate in a writing to the other Parties any other address, or email address, and

any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent. All notices shall be effective upon receipt or rejection only.

13.6 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, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

13.7 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 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 Agreement, impair or otherwise affect any obligation of any Party pursuant to this Agreement 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 made in writing duly executed by the duly authorized representatives of the Parties to this Agreement. In addition, no amendment or modification of this Agreement that materially affects KDFA, the Bond Documents, an applicable Disbursement Account, payment application, requisition or disbursement provisions of this Agreement, the rights, duties, protections, immunities or indemnities of the Construction Funds Trustee or the validity, security or tax-exempt status of the STAR Bonds shall be deemed binding upon KDFA unless and until it has been reviewed and approved by KDFA in the same manner, and subject to the same conditions and deemed-approval provisions, as are applicable to the approval of this Agreement under Section 13.24.

13.8 Entire Agreement. This Agreement and the Definitive Documentation including the joinders, exhibits, schedules and addenda thereto, if any, contain the entire agreement between the Parties concerning the design, development and construction of the Team Facilities, 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 this Agreement and the Definitive Documentation, or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the State, KSFA, and/or HQCo. No promises or representations, except as contained in this Agreement or the Team Headquarters and Practice Facility Management Agreement, have been made to KSFA respecting the condition or the manner of operating the Team Facilities. The Definitive Documentation supersedes and replaces in its entirety the MOU.

13.9 Captions; Interpretation. The captions of the various articles and sections of this 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 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.

13.10 Jurisdiction. Subject to the terms and conditions of Article 9 , each Party hereby consents to the jurisdiction of the courts of the State of Kansas sitting in Johnson County, Kansas and/or the United States District Court for the District of Kansas in any action or proceeding arising

under or relating to this Agreement. The Parties hereby consent to in personam jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of the venue or the convenience of the forum. Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Agreement shall be governed by the internal law of the State, without reference to any conflict of laws provisions. The provisions of this Section 13.10 shall survive any expiration or termination of this Agreement.

13.11 WAIVER OF JURY TRIAL. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DEFINITIVE DOCUMENTATION OTHER THAN THE NON RELOCATION AGREEMENT AND/OR THE TEAM FACILITIES NON RELOCATION AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THIS WAIVER IN THE EVENT OF LITIGATION.

13.12 Binding Effect. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of the State, KSFA and HQCo and their respective successors and permitted assigns.

13.13 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Any Party may execute this Agreement by email or pdf signature and the other Parties shall be entitled to rely on such email or pdf signature as evidence that this Agreement has been duly executed by such Party. Any Party executing this Agreement by email or pdf signature shall immediately forward to the other Parties an original signature page by overnight mail

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

13.15 Additional Assurances. From time to time after the date of this Agreement, without further consideration and subject to the other terms of this 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.

13.16 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns and, except with respect to the NFL for any provisions of this Agreement affecting the NFL's rights or obligations, 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.

13.17 No Merger. The terms and provisions of this 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 the Team Headquarters and Practice Facility Management Agreement unless such document shall specifically so state and shall be signed by the Parties.

13.18 Non-Discrimination Covenants. Each of the Parties represents and warrants that it will not discriminate against employees or applicants for employment with respect to the Project because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and that it shall undertake a program (or continue any existing programs) to ensure that minority members and women are afforded equal opportunities without discrimination with respect to such employment.

13.19 Small Business Support. HQCo agrees to use commercially reasonable efforts to utilize competition among contractors and vendors to the extent reasonable and practicable under the circumstances and support small local businesses throughout the design, development, and construction of the Team Facilities in accordance with the terms of the Team Headquarters and Practice Facility Management Agreement, including, without limitation, [Section 23.1] thereof.

13.20 Limited Liability of KSFA. Notwithstanding anything contained herein to the contrary, the liability and obligation of KSFA to perform and make good the obligations contained herein shall not be enforced by any proceeding wherein damages or any money judgment shall be sought against KSFA or the State; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of any Party to commence a proceeding against KSFA seeking:

(a) Recovery for Losses arising out of the negligence or willful misconduct of KSFA;

(b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of KSFA;

(c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the Team Facilities at the behest, request or invitation of KSFA (including any guest or invitee in conjunction with a KSFA-sponsored civic event but excluding HQCo or their employees, contractors, agents, licensees, guests or invitees);

(d) Recovery of any Project Insurance Policy proceeds; and/or

(e) Recovery for Losses arising out of a KSFA Payment Breach.

13.21 Limited Liability of State. Notwithstanding anything contained herein to the contrary, the liability and obligation of the State to perform and make good the obligations contained herein shall not be enforced by any proceeding wherein damages or any money judgment shall be sought against the State; provided, however, that the foregoing limitation shall not be construed so as to limit the ability of any Party to commence a proceeding against the State seeking:

(a) Recovery for Losses arising out of the negligence or willful misconduct of the State;

(b) Recovery for Losses arising out of the negligence or willful misconduct of any employee of the State;

(c) Recovery for Losses arising out of the negligence or willful misconduct of any Person at the Team Facilities at the behest, request or invitation of State (including any guest or invitee in conjunction with a State-sponsored civic event but excluding HQCo or their employees, contractors, agents, licensees, guests or invitees);

(d) Recovery for Losses arising out of a State Payment Breach; and/or

(e) Recovery of Losses arising out of a Critical Delay.

13.22 Automatic Termination. In the event the Stadium CCA, the Stadium Management Agreement or the Team Headquarters and Practice Facility Management Agreement is cancelled or terminated, this Agreement shall automatically terminate, except for the provisions hereof which, by their terms, survive the termination or cancellation of this Agreement. Notwithstanding any expiration, cancellation or termination of this Agreement, the Project Program Statement shall survive and continue to govern for purposes of the Team Headquarters and Practice Facility Management Agreement and any other Definitive Documentation or agreement that incorporates or references it, unless and until amended, replaced or superseded in accordance with the terms of the applicable agreement. Upon such termination, HQCo shall assign to KSFA and the State all of HQCo's right, title and interest in and to the Plans and Specifications and the Project Agreements and shall otherwise surrender the Team Facilities Site and the Project to KSFA in accordance with Section [15.1] of the Team Headquarters and Practice Facility Management Agreement. The obligations of HQCo to assign, surrender, and deliver as set forth in this Section 13.22 shall survive termination and remain in effect until fully performed.

13.23 Project Warranties. HQCo shall be responsible for enforcing all Project Warranties in connection with the Project. The Parties will not take any action to void or invalidate any Project Warranties. The obligations set forth in this Section 13.23 shall survive Final Completion and any expiration or termination of this Agreement for the duration of the applicable warranty periods.

13.24 Reserved.

13.25 NFL Approval. The Parties acknowledge and agree that this Agreement and the other Definitive Documentation shall be subject to prior approval by the NFL. Such approval by the NFL may be conditioned upon making changes to this Agreement and the other Definitive Documentation to comply with NFL rules and regulations.

13.26 Non-Relocation. The Parties acknowledge that the Chiefs' obligations with respect to, among other things, non-relocation of the Team and the playing of Team 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 and the Team Facilities Non-Relocation Agreement, as applicable. The Non-Relocation Agreement and the Team Facilities 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 Agreement shall be construed to modify, supersede, limit or impair those provisions in the Non-Relocation Agreement or the Team Facilities Non-Relocation Agreement.

[*signature pages follow*]

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

STATE OF KANSAS

By:_____
[_____]

Approved as to Form:

_____
[_____], [State Attorney]

KANSAS SPORTS FACILITIES AUTHORITY

By:_____
Name:
Title:

[HQCO, LLC]

By:_____
Name:
Title:

SCHEDULE 3.1

Pre-Construction Agreements
[Agreements to be inserted]

SCHEDULE 3.2

Prime Consultants
[Consultants to be inserted]

EXHIBIT A

STAR BOND DISTRICT

[To be inserted.]

EXHIBIT B

TEAM FACILITIES SITE

[To be inserted.]

EXHIBIT C

TEAM FACILITIES BUDGET

[To be inserted.]

EXHIBIT D

REQUEST FOR DISBURSEMENT

The undersigned [•] ("**HQCo**"), pursuant to the Team Headquarters and Practice Facility Construction Coordination Agreement by and among the Kansas Sports Facilities Authority ("**KSFA**"), the State of Kansas and HQCo dated as of [•] (the "**Agreement**"), hereby requests a disbursement of funds from the Team Facilities Development Account in the amount of $ [•] for payment of Project Costs.

The Project Costs for which payment is requested, and the basis therefor, are itemized in the Requisition Schedule attached hereto as Schedule I, which sets forth for each such Project Cost: (A) the payee; (B) a description of the Project Cost and the corresponding line item in the Team Facilities Budget; (C) the amount requested; (D) the total contract amount and any amount previously paid thereunder, and (E) whether such amount is requested as a direct payment of an unpaid Project Cost or for a Project Cost previously paid.

Attached hereto are the following, each of which forms part of this Request for Disbursement: **Schedule I** – Requisition Schedule; **Schedule II** – Supporting Documentation; **Schedule III** – Project Status Cost Control Report; **Schedule IV** – Acknowledgment of Payment and Waiver or Release of Lien; **Schedule V** – Sources-and-Uses Statement; and **Schedule VI** – Construction Manager's and Architect's Certificate.

Additionally, as part of this Request for Disbursement, the undersigned, being a duly authorized officer of HQCo and being duly sworn, hereby certifies, represents and affirms to the State and KSFA as follows:

1. That affiant is _____of [•] ("**HQCo**"), who has made due investigation as to matters hereinafter set forth and does hereby make the following certified statements on behalf of HQCo to confirm to the State of Kansas (the "**State**") and the Kansas Sports Facilities Authority (the "**KSFA**") the information needed by the State and KSFA to authorize the disbursement of $_____ from the Team Facilities Development Account pursuant to the terms of the Team Headquarters and Practice Facility Construction Coordination Agreement dated as of _____ by and among KSFA, HQCo and the State (the "**Agreement**"), and pursuant to Request for Disbursement number _____, dated _____, the day on which this Affidavit is sworn to by affiant. All capitalized terms not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The current aggregate disbursement from the Team Facilities Development Account and authorized by the Parties (i.e. the cumulative amount of funds previously disbursed to HQCo to pay for Project Costs) is $ _____.

3. The amount to be disbursed from the Team Facilities Development Account pursuant to this Request for Disbursement is $_____.

4. The cumulative aggregate disbursement following disbursement of the amount requested will be $ _____. (Paragraph 2 plus Paragraph 3.).

5. After giving effect to this Request for Disbursement, the Private Team Facilities Funding Commitment applied to Project Costs is not less than forty percent (40%) of Total Funded Project Costs and the Public Team Facilities Funding Commitment applied does not exceed sixty percent (60%) of Total Funded Project Costs, in each case as set forth in the sources-and-uses statement accompanying this Request for Disbursement.

6. To the best of affiant's knowledge, all representations and warranties of HQCo contained in the Agreement are true and accurate in all [material] respects as of the date hereof.

7. To the best of affiant's knowledge, no HQCo's Default exists under the Agreement, and no event or condition has occurred or is continuing or existing or would result from the disbursement about to be made which, with the lapse of time or the giving of notice, or both, would constitute such HQCo's Default, except as follows: _____.

8. To the best of affiant's knowledge, construction of the Project is progressing in such manner so as to insure Final Completion of the Project substantially in accordance with the Plans and Specifications on or before _____, except as follows:_____.

9. All of the current aggregate disbursement (Paragraph 2) has been expended for the sole purpose of paying Project Costs, and no part of said aggregate disbursement has been used, and the funds to be received pursuant to the Request for Disbursement submitted herewith shall not be used, for any other purpose.

10. To the best of affiant's knowledge, all of the statements and information set forth in the Request for Disbursement are true and correct in every material respect at the date hereof, and all Project Costs certified in said Request for Disbursement (including in the Requisition Schedule thereto) accurately reflect the precise amounts due, exclusive of permissible retainages. All the funds to be received pursuant to said Request for Disbursement shall be used solely for the purposes of paying the items of Projects Costs specified therein or for paying for such items previously paid.

11. To the best of affiant's knowledge, nothing has occurred subsequent to the date of the Agreement which has resulted in or may result in the creation of any lien, charge or encumbrance (other than non-delinquent liens for the payment of Project Costs) upon the premises or the Project or any part thereof or upon any assets of or funds appropriated to KSFA or State.

12. All conditions to the disbursements referred to above and to be made in accordance with the Request for Disbursement submitted herewith in addition to those to which reference is made in this Affidavit have been met in accordance with the terms of the Agreement.

13. The information set forth in the sources-and-uses statement delivered in connection with this Request for Disbursement, if any, is true, correct and complete in all material respects, and HQCo has applied, or caused to be applied, the portion of Project Costs incurred to date necessary to maintain compliance with the Team Facilities Construction Ratio.

IN WITNESS WHEREOF, the undersigned, on behalf of HQCo, has duly executed and delivered this Request for Disbursement and, being duly sworn, has subscribed and sworn to the foregoing affidavit, all as of the date set forth below.

[**HQCO**]

By:_____
Name:
Title:

STATE OF KANSAS)
) ss.:
COUNTY OF [_____])

Subscribed and sworn to before me this _____ day of _____, 20____.[3]

_____
Notary Public

[3] Revise notary block to comply with local requirements.

Schedule 1
Requisition Schedule

This Requisition Schedule is attached to, and forms part of, the Request for Disbursement to which it is appended under the Team Headquarters and Practice Facility Construction Coordination Agreement (the "**Agreement**"). Capitalized terms used but not defined herein have the meanings given in the Agreement.

Request for Disbursement No.: _____ **Date:** _____

No.	Payee	Description of Eligible Cost	Amount Requested	Total Contract Amount	Amount Previously Paid	Team Facilities Budget Line Item	Direct Cost or Payment
1							
2							
3							
4							
5							
6							
7							
8							

[HQCO]:

By: _____
Name:
Title:

Schedule 2
Supporting Documentation

[*To be inserted*]

Schedule 3
Project Status Cost Control Report

[*To be inserted*]

Schedule 4
Acknowledgement of Payment and Waiver or Release of Lien

[*To be inserted*]

Schedule 5
Sources and Uses Statement

[*To be inserted*]

Schedule 6

Construction Manager and Architect's Certificate

[*To be inserted – use form included as Exhibit E*]

EXHIBIT E [4]

CONSTRUCTION MANAGER'S AND ARCHITECT'S CERTIFICATION

This Construction Manager's and Architect's Certificate is delivered pursuant to Section 4.7(b) of the Team Headquarters and Practice Facility Construction Coordination Agreement dated as of _____ by and among the Kansas Sports Facilities Authority ("KSFA"), the State of Kansas (the "State") and [•] ("HQCo") (the "Agreement"), in connection with Request for Disbursement No. _____ dated _____ in the amount of $_____ (the "Request for Disbursement"). All capitalized terms not otherwise defined herein have the meanings assigned to them in the Agreement.

A. Certification of the Construction Manager

The undersigned Construction Manager hereby certifies to the State and KSFA, to the best of its knowledge and except with respect to the matters certified by the Architect in Part B below (which are the responsibility of the Architect), as follows:

1. The work, services, materials, equipment or other items to which the Eligible Costs included in the Request for Disbursement relate have been performed, furnished or delivered, as applicable, or, to the extent payment is requested to enable the performance, furnishing or delivery thereof, will be performed, furnished or delivered, in each case in a good and workmanlike manner.

2. Such work, services, materials, equipment or other items have been, or will be, completed, performed, furnished or delivered in accordance with the applicable Construction Agreements, the Project Program Statement and Applicable Law, and are of a quality consistent with the first-class standard contemplated by Section 2.1 of the Agreement and generally comparable in overall quality to the Comparable NFL Team Facilities.

3. The Eligible Costs included in the Request for Disbursement are properly attributable to such work, services, materials, equipment or other items and have been paid or are due and owing.

[CONSTRUCTION MANAGER]

By: _____

Name: _____

Title: _____

Date: _____

[4] ***Sidley Note to Draft***: Provided at this stage for illustration purposes only. Form is under review and subject to change.

B. Certification of the Architect

The undersigned Architect hereby certifies to the State and KSFA that, based on on-site observations and the application for payment from the Construction Manager, to the best of the Architect's knowledge, information, and belief, the applicable work has progressed as indicated, the quality of the work is in accordance with the Plans and Specifications, and the Construction Manager is entitled to payment of the amount certified, in each case to the extent applicable to the Eligible Costs included in the Request for Disbursement.

[ARCHITECT]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

CONSTRUCTION MANAGER'S INSURANCE REQUIREMENTS

[To be inserted.]

EXHIBIT G

LEGAL OPINIONS

[To be inserted.]

EXHIBIT G-1

[HQCO LEGAL OPINION]

[*To be inserted***]**

EXHIBIT G-2

[STATE LEGAL OPINION]

[*To be inserted***]**

EXHIBIT G-3

[KSFA LEGAL OPINION]

[*To be inserted*]

EXHIBIT G-4

[**ADDITIONAL LEGAL OPINION**]
[*To be inserted*]

EXHIBIT H

MASTER PROJECT SCHEDULE

EXHIBIT I

RESERVED

EXHIBIT J

[PROJECT PROGRAM STATEMENT][5]

[5] ***Sidley Note to Draft***: A substantially similar equivalent form of this **Exhibit J** must constitute the Project Program Statement for the Team Headquarters and Practice Facility as developed, agreed and approved by the Parties in accordance with the Agreement. The examples provided herein (forthcoming) will be illustrative of the type and level of detail expected.

EXHIBIT K

STRUCTURE CHART OF HQCO

[To be inserted.]

EXHIBIT L

[RESERVED]

[To be inserted.]

EXHIBIT M

FORM OF ASSIGNMENT OF PROJECT AGREEMENTS AND AGREEMENT AND CONSENT TO ASSIGNMENT OF PROJECT AGREEMENTS

[To be inserted.]

EXHIBIT N

FORM OF LIMITED JOINDER AND CONSENT OF CONSTRUCTION FUNDS TRUSTEE

This **LIMITED JOINDER AND CONSENT OF CONSTRUCTION FUNDS TRUSTEE** (this "**Joinder**") is executed and delivered as of [_____] by [_____], as construction funds trustee (together with its successors and assigns in such capacity, the "**Construction Funds Trustee**") under the Bond Documents, with reference to the Team Headquarters and Practice Facility Construction Coordination Agreement, dated as of [_____] (as amended, supplemented, or otherwise modified, the "**Agreement**"), among the State of Kansas, the Kansas Sports Facilities Authority ("**KSFA**"), and [HQCo]. Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

1. Limited Joinder. The Construction Funds Trustee hereby joins the Agreement solely for the purposes of the account, payment application, requisition, and disbursement provisions set forth in Sections 3.9, 4.4, 4.7, 4.8, 4.12, and 8.4 thereof, and all other provisions of this Agreement requiring the Construction Funds Trustee to establish, hold, invest, disburse, transfer, remit, release, return, or apply amounts in the Team Facilities Development Account, the State Expenses Account, or any corresponding fund or account (collectively, the "**Disbursement Provisions**"), and agrees to be bound by, and to perform, the Disbursement Provisions to the extent applicable to it as Construction Funds Trustee. Except as expressly set forth in this Joinder, the Construction Funds Trustee is not, and shall not be deemed to be, a party to the Agreement.

2. Accounts. To the extent provided in the Bond Documents, the Construction Funds Trustee holds the Team Facilities Development Account and the State Expenses Account (and any corresponding funds or accounts). The Construction Funds Trustee shall make disbursements therefrom solely upon, and in accordance with, written directions and requisitions delivered by KSFA pursuant to the Disbursement Provisions.

3. Standard of Care. The Construction Funds Trustee's standard of care, and its duties, protections, and liabilities in performing the Disbursement Provisions, shall be as set forth in the Bond Documents.

4. Successor Continuity. The resignation or removal of the Construction Funds Trustee, and the appointment of any successor Construction Funds Trustee, shall be governed by the Bond Documents. Any successor Construction Funds Trustee shall, upon its appointment and acceptance in accordance with the Bond Documents, automatically succeed to and be bound by this Joinder and the Disbursement Provisions with the same effect as if originally named herein, and shall be required to execute and deliver a joinder substantially in the form of this Joinder as a condition to its appointment under the Bond Documents. No resignation or removal of the Construction Funds Trustee shall become effective until a successor Construction Funds Trustee has been appointed and has accepted such appointment as provided in the Bond Documents, and until such time the retiring Construction Funds Trustee shall continue to hold the applicable accounts and perform the Disbursement Provisions in accordance with the Bond Documents.

5. Not a Party; Governed by Bond Documents; Conflicts. Except for the limited joinder set forth in Section 1 of this Joinder, the Construction Funds Trustee is not a party to the Agreement. The Construction Funds Trustee's appointment, rights, duties, protections, immunities, indemnities, and standard of liability are governed by the Bond Documents. In the event of any conflict between this Joinder and the Bond Documents with respect to the duties, protections, or liabilities of the Construction Funds Trustee, the Bond Documents shall control.

6. Benefit. This Joinder is delivered for the benefit of the parties to the Agreement and may be relied upon by them.

IN WITNESS WHEREOF, the Construction Funds Trustee has executed and delivered this Joinder as of the date first written above.

[CONSTRUCTION FUNDS TRUSTEE], as Construction Funds Trustee

By:_____
Name:
Title:
Date:

EXHIBIT O

TEAM FACILITIES LAND TRANSFER AGREEMENT

[To be inserted.]